

Webinterpret

Terms of Service

Last Updated Date: 26.10.2015

Webinterpret S.A.S, with a share capital of 2,661,854.23 Euros, registered with the Registry of Trade and Companies under RCS number 501 216 071 Grasse, whose registered office is located 6 rue Soutrane – 06560 Valbonne, France (“Webinterpret,” “we,” or “us”) provides solutions through our website accessible at www.webinterpret.com to enable sellers on online marketplaces to advertise and sell their products internationally on third-party online marketplaces and independent Webinterpret stores (the “Services”). These detailed Terms of Service (“TOS”) and any other terms you are provided with in connection with your access to and use of the Services, govern your use of the Services. It is therefore important that you read and understand these TOS. This TOS supersedes all previous terms of service available on the Services.

1. Acceptance of the TOS

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY UPLOADING OR POSTING ANY WI CONTENT (AS DEFINED BELOW) ON THE SERVICES, YOU, YOUR HEIRS, AND ASSIGNS (COLLECTIVELY, “YOU”) ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TOS, WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SERVICES. IF YOU DO NOT AGREE TO THE TOS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES OR WI CONTENT.

2. Modifications to the TOS

Webinterpret reserves the right, in its sole discretion, to upgrade its Services at any time and without prior notice. In the event that any modifications to our Services constitute material changes to scope or functionality, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or providing notification on our website. You will be deemed to have accepted our material changes to any Services, unless you terminate your purchase of ongoing Services within ten (10) days of receipt of our notice. In such case, you shall be entitled to obtain, as full compensation, the pro rata refund of any prepaid subscription fee paid to us and corresponding to the period after the date of the termination. Payment of such compensation constitutes your sole and full remedy for termination by you of the ongoing Services. Please note that you are responsible for updating your email address with us. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the modifications described in the notice. We will also update the “Last Updated Date” at the top of the TOS. If you have any questions or concerns about the modified TOS, please contact our [Customer Support](#). Previous versions of the Terms of Service may be found [here](#).

3. Eligibility, Registration, and Availability

a. Eligibility to Use the Services

By using the Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this TOS with your parent or guardian and he or she assents to these TOS on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in the TOS, and to abide and comply with the TOS. The Services are targeted to a general audience and are not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian.

Notwithstanding the above, you further acknowledge and accept that by using the Services, you are an individual entrepreneur within the meaning of Article L. 121-1 of the French Commercial Code, subject to all obligations imposed on individual entrepreneurs by law. In addition, if you are selling your products on online marketplaces outside of your country of residence, you acknowledge that you may be subject to the laws of the country in which these online marketplaces are established and you agree to comply with such laws.

b. Account Registration

In order to access or use certain features of the Services you may be required to register and create an account ("Account"). During the registration process you will be required to provide certain information, such as your username for your accounts on third party online marketplaces (e.g., eBay, Amazon, or Shopify) ("Online Marketplace"), and your email, and you must establish a password on Webinterpret. You represent that you are entitled to disclose your Online Marketplace username to us and/or grant us access to your Online Marketplace account. You agree to provide accurate, current and complete information during the registration process and at other times when you use the Services and to update such information to keep it accurate, current and complete. We reserve the right in our sole discretion to refuse to keep Accounts for, or provide services to, any individual. We reserve the right to suspend or terminate your Account if any information provided during the registration process or at other times proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account.

c. The Services and Availability

To use many features of the Services, you will need to link your Account with your accounts on Online Marketplaces of your designation. Once this connection is made, you expressly authorize the exchange of personal and commercial data between the Online Marketplace and Webinterpret platforms. We will then translate your existing listings on Online Marketplaces to appear on the international sites of such Online Marketplaces or on independent Webinterpret stores ("WI Stores"), depending on the Services you use. All such access will be deemed to be authorized by you.

1. General Information Regarding Webinterpret Translations

While we try to offer reliable data and translations, we cannot promise that all content translated through the Services will be accurate and up-to-date, and you agree that you will not hold us or any third party translation providers responsible for inaccuracies in translations. Nevertheless, if within ten (10) days of receipt of the translation you notify our [Customer Support](#) of any errors in the translation, then we will review the translation and, if we determine that there are errors, will provide to you, free of charge, corrections of those errors within ten (10) days of receipt of your notice. You agree that this shall constitute your sole and full remedy for any errors in the translations. We have no control over the underlying products being sold through Online Marketplaces and we do not guarantee the existence, quality, safety, or legality of items advertised; the truth or accuracy of User Content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer and seller will actually complete a transaction. Any underlying contract for sale is directly between buyers and sellers, and Webinterpret is not a party thereto. Except as otherwise set forth herein, we do not guarantee that any particular parts of the Services or WI Content will be available at all times or at any given time, or that we will continue to offer the Services, in whole or in part, for any particular length of time. We may change and update the Services without notice to you. We make no warranty or representation regarding the availability of the Services and reserve the right to modify or discontinue all or part of the Services in our discretion without notice.

2. Translations for Use on Online Marketplaces

If you choose to translate an existing listing on an Online Marketplace for display on the international sites of such Online Marketplace, you acknowledge and agree that we cannot be responsible for the availability of or any errors or failures in any Online Marketplace. We also cannot be held liable in the event that content translated through the Services is rejected by an Online Marketplace whether due to a violation of the Online Marketplace's terms and conditions or otherwise. You are solely responsible for reading, understanding, and complying with the terms and conditions of each Online Marketplace to which you link your Webinterpret Account and for any fees or payments you owe to an Online Marketplace. You expressly authorize us to include language in each listing we create for you, if applicable, stating the existence of Webinterpret and promoting our services, without any financial compensation to you.

3. Translations for Use in WI Stores

If you chose to translate an existing listing on an Online Marketplace for display on an independent WI Store, you acknowledge and agree that Webinterpret acts solely as a venue to allow users who comply with this TOS to offer and sell goods based on listings that we have translated from Online Marketplaces. Webinterpret is not directly involved in the transaction between buyers and sellers and therefore has no control over the quality, safety, morality, or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. We do not guarantee that a buyer or seller will actually complete a transaction, nor do we transfer legal ownership of items from the seller to the buyer. We cannot guarantee the true identity, age, and nationality of a user. We encourage you to communicate directly with potential transaction partners.

You agree to comply with all state, federal, local and other laws in listing goods for sale on the WI Stores, including laws regarding online sales, taxes, and privacy. All sellers are urged to post shop policies for their WI Store listing that may include, for example, shipping, returns, payment and selling policies, and where required by law, privacy policies. Sellers are responsible for enforcing their own reasonable shop policies. We reserve the right to request that a seller modify a shop policy.

4. Ownership and Intellectual Property

The Services are protected by copyright, trademark, and other laws of France, the United States and other countries. Except as expressly provided in these TOS, Webinterpret and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. You further agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in whole or in part. All trademarks, service marks, logos, trade names and any other proprietary designations of Webinterpret used herein are trademarks or registered trademarks of Webinterpret. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

5. Services and Billing

a. Services

We may offer a number of services for purchase, including subscriptions or other offers, containing different options and features. From time to time, additional products and services may be available to you for additional fees. We reserve the right to modify, terminate or otherwise amend our offered services at any time in our sole discretion. Your purchased services may be governed by separate terms that will be provided to you during the purchase process or otherwise through the Services. Additional information about our Offers may be found [here](#).

b. Free Trials

From time to time, we may provide you with free trials, free WI Content, and other special offers. To use these offers, you must have Internet access. During the free trial, the features of the Services that we make available to you may be limited. We have the discretion to change the features offered and terms of our free trials in our discretion. At the end of the free trial period, you may have the option to purchase a subscription or other service or terminate the free trial.

c. Billing

You agree to pay to us all fees and applicable taxes incurred by you in connection with your use of the Services. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. We will not provide advance notice for temporary promotions. We may also not always be able to notify you of changes in any applicable taxes.

PAYMENTS ARE NON-REFUNDABLE AND THERE ARE NO REFUNDS FOR PARTIALLY-USED PERIODS.

d. Downgrades/Upgrades and Credits

You may be provided with the option to upgrade or downgrade your purchased services and details will be provided through the Services. At any time, and for any reason, we may provide a discount, credit, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

e. Cancellation.

During a free trial period, you can terminate your Account at any time and without justification. The services you purchase, including subscriptions, will continue in effect unless and until you properly cancel in accordance with, if applicable, any specific terms provided to you at the time of purchase or unless the Services are otherwise suspended or discontinued pursuant to this TOS. All Account termination requests should be sent by email to our [Customer Support](#). PLEASE NOTE THAT WE DO NOT PROVIDE REFUNDS FOR PAYMENTS ALREADY MADE.

f. Unpaid Amounts. It is important that each user of the Services honor the payment obligations to which the user agreed. Accordingly, we reserve the right to pursue any amounts you fail to pay to us in connection with your use of the Services. You will remain liable to us for all such amounts and all costs we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs. Notwithstanding the terms of this Section 5.f, any amounts not paid by the user on the due date shall, automatically and without prior notice, bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition, in the event of late payment, we may charge the user a fixed collection fee of EUR 40 (as may be amended by relevant national legislation from time to time) as a minimum compensation for our recovery costs, without prejudice to our right to seek full indemnification for all additional costs incurred by us to collect amounts due.

6. Licenses and Content

a. Your License to Use the Services

The Services contain links, text, graphics, images, audio, video, information, code, or other materials available, including translations and localizations produced by us from listings submitted by users of the Services ("WI Content"). Subject to your compliance with the TOS, we grant you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Services, and to access, use, view and print any WI Content solely for the purpose of placing listings on Online Marketplaces or WI Stores agreed with Webinterpret. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or WI Content, except as expressly permitted in the TOS. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these TOS.

b. User Submitted Content

With respect to content you submit or make available on the Services ("User Content"), you grant us an irrevocable, fully sub-licensable, world-wide, royalty-free, non-exclusive license, for the legal duration of

the intellectual property rights related to the User Content, to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) for the purposes of carrying out the Services and for advertising purposes.

You understand that you take sole responsibility for all User Content you upload, transmit, or otherwise include on the Services, whether privately transmitted or made publicly available. Under no circumstances will we be liable in any way for any User Content uploaded, posted, shared, emailed, transmitted or otherwise made available via the Services by you or other users. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, permissions, consents and releases that are necessary to grant us the rights in such User Content, as contemplated under these TOS; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through or by means of the Services or otherwise will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You acknowledge that we may or may not pre-screen User Content, but that we and our designees have the right (but not the obligation) in our sole discretion to pre-screen, refuse, permanently delete, and/or move any User or WI Content available via the Services. Without limiting the foregoing, we and our designees shall have the right to remove any User or WI Content that violates the TOS, may expose us to potential legal liability or risk, or is otherwise objectionable, in our sole discretion. You understand that by using the Services, you may be exposed to User or WI Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User or WI Content. You further acknowledge and agree that you bear the sole risk of reliance on any User or WI Content available on or through the Services.

You are solely responsible for your interactions with other users of the Services and with any third party buyers.

Webinterpret may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others or disable and/or remove infringing content. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Webinterpret's Copyright Agent a Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Webinterpret's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached in the following ways:

email to our [Customer Support](#),
Webinterpret,
6 Soutrane, 06560 Sophia Antipolis, France

c. Idea or Proposal Submissions/Feedback

For any proposals or ideas that you submit to us, in addition to any other representations or warranties in these TOS, you represent and warrant that you have the right to disclose such ideas or proposals to us and that such disclosure does not violate the rights of any other person or party. By submitting your idea or proposal you acknowledge and recognize that we are continually working on new products, services and technologies, and as such, we may currently or in the future be internally developing proposals, ideas or information or receiving proposals, ideas or information from others that are likely to be similar to the proposals or ideas provided by you. We assume no fiduciary or confidentiality obligation of any kind with respect to any proposals, ideas or suggestions made by you that relate to our products or services. You also understand and agree that our willingness to review any proposals or ideas is not an admission by us of novelty, priority, or originality and does not impair our right to contest existing or future patents or copyrights claiming the ideas. If you choose to provide feedback, comments and suggestions for improvements to the Services or otherwise (in written or oral form) (“Feedback”), you grant us a non-exclusive, royalty-free, fully paid, fully sub-licensable, irrevocable worldwide license, for the duration of protection of such Feedback under applicable international treaties and domestic laws, under any and all of your copyright related to that Feedback, and you agree that any such Feedback or any derivative works thereof may be displayed, reproduced, used, sublicensed, posted or published by us and you are not entitled to any compensation or reimbursement of any kind from us for the Feedback under any circumstances.

7. Rules of Conduct

You expressly agree not to do any of the following:

- Use the Services in a way that breaches the user agreement, policies, or privacy policies of any Online Marketplace to which you link your Account.
- Post, upload, publish, submit or transmit any User Content (including any links thereto), or engage in any action that: (i) infringes, misappropriates or violates our or a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, pedophilic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) attacks the honor or reputation of a person or undermines the safety, private life, or image of a third party; (vii) is violent or threatening or promotes violence or actions that are threatening to any other person; (viii) is illegal or promotes illegal or harmful activities or substances; (ix) justifies or incites war crimes, crimes against humanity, terrorist acts, or acts of damage; or (x) may expose us to potential legal liability or risk.

- Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from others;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Bypass any robot exclusion headers or other measures we employ to restrict access to the Services or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Services, or harvest or manipulate data. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; or (2) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
- Use, display, or broadcast the Services, or any individual element within the Services, Webinterpret's name, any Webinterpret trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Webinterpret's express written consent;
- Attempt to probe, scan, or test the vulnerability of any Webinterpret system or network or breach any security or authentication measures;
- Impersonate another person, indicate falsely that you are a Webinterpret employee or a representative of Webinterpret, or attempt to mislead users by indicating that you represent Webinterpret or any of Webinterpret's partners or affiliates; or
- Encourage or enable any other individual to do any of the foregoing.

8. Monitoring of the Services

We may access, preserve and disclose any of your information carried, maintained, hosted, or sent through the Services if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as the TOS; (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Webinterpret, its users, or members of the public. You acknowledge that we have no obligation to monitor your access to or use of the Services, or to review or edit any User Content, but we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the TOS, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that we determine is otherwise objectionable or as set forth in the TOS. We reserve the right, at any time and without prior notice, to remove or disable access to any WI or User Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of the TOS or otherwise harmful to the Services. In order to protect the integrity of the Services, we also reserve the

right at any time in our sole discretion to block users from certain IP addresses from accessing and using the Services.

9. Limited Warranty and Disclaimers

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Except as concerns translation errors, which are covered by article 3.c above, if you notify our [Customer Support](#) by email within ten (10) days of receipt of a Service that such Service was defective, then we will review the situation and, if we determine that the Service was defective and that we are responsible for such defect, we will, at our choice, either re-perform the Service at no extra charge or reimburse to you the amount you paid for the portion of the Service that was defective. You agree that this shall constitute your sole and full remedy for any defects in the Services. EXCEPT FOR THE FOREGOING WARRANTY AND THE WARRANTY CONTAINED IN ARTICLE 3.C HEREOF, THE SERVICE AND WI CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICE OR WI CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERRORFREE BASIS. EXCEPT AS OTHERWISE PROVIDED HEREINABOVE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SERVICES OR WI CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE DO NOT GUARANTEE ANY IMPACT ON YOUR PROFITS OBTAINED THROUGH SALES IN ONLINE MARKETPLACES BASED ON YOUR USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES (SUCH AS BUYERS).

10. Limitation on Liability

YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- THE USE OR THE INABILITY TO USE THE SERVICES;
- DELAYS OR DISRUPTIONS IN THE SERVICES;
- THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING CONTENT PUBLISHED USING OUR SERVICES;
- VIRUSES OR OTHER MALICIOUS SOFTWARE CONTAINED IN THE SERVICES OR GLITCHES, ERRORS, OR INACCURACIES IN THE SERVICES;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR
- ANY OTHER MATTER RELATING TO THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR USE OF THE SPECIFIC SERVICES THAT GAVE RISE TO THE LIABILITY.

IMPORTANT INFORMATION RELATING TO WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER TYPES OF DAMAGES, IN SUCH STATES OR JURISDICTIONS, YOU MAY HAVE DIFFERENT OR ADDITIONAL RIGHTS ACCORDING TO THE APPLICABLE LAWS OF COUNTRY FROM WHICH YOU VALIDLY ACQUIRED AND USE THE PRODUCT AND IN WHICH CASE THE LIABILITY OF WEBINTERPRET AND ITS AFFILIATES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Indemnity

You agree to defend, indemnify, and hold Webinterpret, its subsidiaries and affiliates, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or WI or User WI or User Content, your breach of any law or the rights of a third party, or your violation of these TOS. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

12. Termination

We may terminate this agreement, your Account or your use of the Services or access to WI Content, at any time and for any reason, by giving you at least ten (10) days written notice of our intention to do so, termination being effective as of said date. In such case, you shall be entitled to obtain, as full compensation, the pro rata refund of any prepaid subscription fee paid to us and corresponding to the period after the date of the termination. Payment of such compensation constitutes your sole and full remedy for termination by Webinterpret of this agreement, your Account, your use of the Services and access to WI Content. In addition, if we believe that a material breach of these TOS has been committed by you, we shall give you a notice of such breach. If you fail to remedy the breach within ten (10) days of receipt of the notice, then we shall have the right to terminate forthwith this agreement, your Account, your use of the Services and access to WI Content without judicial proceeding by giving you a written notice of termination.

In the event of any termination, whether by you or us, Sections 4, 5(f), 6, 8-11, 14, and 15(c), 15(d), and 15(f) of these TOS will survive and continue in full force and effect.

If your Account is cancelled, we do not have an obligation to return to you any WI or User Content you have posted to the Services.

13. Links and Third Party Services

The Services, or third parties, may provide links to other sites or online services. Because we have no control over such sites and services, you acknowledge and agree that we are not responsible for the availability of such external sites or services, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

14. Applicable Law and Competent Jurisdiction

The TOS and the relationship between you and Webinterpret will be governed by the laws of France, without giving effect to any choice of law principles that would require the application of the laws of a different country or state. You can contact our [Customer Support](#) regarding any concerns you have regarding the Services. Most concerns are quickly resolved in this manner to our customer's satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit. If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued, to the extent permitted by applicable law, all controversies, disputes, demands, counts, claims or causes of action between you and Webinterpret arising out of, under, or related to this TOS, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), even in case of summary proceedings, multiple defendants or appeals.

15. General Provisions

a. Notices and Electronic Communications.

By using the Services, you consent to receiving electronic communications from us. These communications may include invoices, notices about your account, confirmation e-mails and other transactional information, and information concerning or related to the Services, and may include newsletters and promotional communications from us if you have chosen to receive such communications during sign-up and have not opted out. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You agree to receive calls, including autodialed and/or pre-recorded message calls, from us at any of the telephone numbers (including mobile telephone numbers) that we have collected for you, including telephone numbers you have provided us, or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

- To contact you for reasons relating to your account or your use of our Services (such as to collect a debt, resolve a dispute, or to otherwise enforce our TOS) or as authorized by applicable law.

- To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, you can opt-out by contacting our [Customer Support](#).

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the TOS, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with our affiliates, who will only contact you using autodialed or prerecorded message calls and/or SMS or other text messages, if you have requested their services.

b. Service Testing.

From time to time, we test various aspects of the Services, including our website, user interfaces, service levels, promotions, features, and pricing, and we reserve the right to include you in or exclude you from these tests without notice. You acknowledge and agree that such testing may from time to time temporarily impair or change parts of the Services.

c. Linking and Framing.

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our or any of our affiliates' discretion, result in termination of your use of and access to the Services effective immediately.

d. Assignment

You may not assign your rights or obligations under or transfer these TOS, by operation of law or otherwise, without our prior written consent. We may assign or transfer these TOS, in our sole discretion, without restriction. Subject to the foregoing, these TOS will bind and inure to the benefit of the parties, their successors and permitted assigns.

e. Export Control Laws.

We do not represent that the materials in the Services are appropriate or available for use in any particular location. Those who choose to access the Services do so on their own initiative and are responsible for compliance with all applicable local laws, including, if you are in the United States, any applicable export control or foreign assets control regulations.

f. Force Majeure

We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances

or cause beyond our control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials. In the event of force majeure, the obligations of this agreement are suspended. If the event of force majeure continues for more than one month, this agreement is automatically terminated without formal notice.

g. Miscellaneous.

You acknowledge that this TOS, the guidelines and policies incorporated herein, either in their entirety or by explicit reference, constitute the entire agreement between you and us and govern your use of the Services. If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible by law, and the other provisions of the TOS will remain in force. Our failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing. The section titles in this TOS are used solely for the convenience of you and us and have no legal or contractual significance. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of the TOS. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the TOS.

16. [Translated Versions of TOS](#)

These Terms of Service are also available for viewing in [French](#) in [German](#) in [Italian](#).

17. [Contacting Webinterpret](#)

If you have any questions about these TOS, please contact our [Customer Support](#).