



TERMS AND CONDITIONS FOR THE PROVISIONS OF SERVICES TRANSLATION / PROOFREADING WORK

These terms and conditions for the provisions of services are intended to govern the contractual relationship between:

Marion Marc (EI) operating under the trade name 'Marion Marc Traduction,' residing at 23a boulevard de la Llobère, 66140 Canet-en-Roussillon (France) and registered under SIREN number: 939 284 824, hereinafter referred to as 'the Service Provider,' and, on the other hand, any company, organisation or individual wishing to use its translation services, hereinafter referred to as 'the Client.'

1. Object

The purpose of these terms and conditions for the provision of services is the sale of translation services, including translation, proofreading and revision of texts and content, hereinafter referred to as 'the Service.'

2. Application of the terms and conditions — enforceability

Any order made implies the full and unreserved acceptance by the Client of these terms and conditions for the provision of services, to the exclusion of any other document.

No special conditions may prevail over the terms and conditions for the provision of services, except in the case of a formal written exception appearing on the quote that has become firm and final.

The performance of any service by the Service Provider implies the Client's acceptance of these terms and conditions and the waiver of its own terms and conditions of purchase. Any contrary condition shall therefore, in the absence of express acceptance, be unenforceable against the Service Provider, regardless of when it may have been brought to its attention.

The fact that the Service Provider does not invoke any of these terms and conditions for the provision of services at any given time shall not be interpreted as a waiver of its right to invoke any of the said terms and conditions at a later date.

3. Placing orders / quotations

Each order placed by the Client is preceded by a free quotation, drawn up by the Service Provider on the basis of the documents provided and the information communicated by the Client.

The quotation sent by the Service Provider to the Client, by e-mail or post, shall specify in particular:

- The source content or the number of words to be translated.
- The language combination.
- The methods used to determine the price of the Service. The Service is invoiced either at a flat rate, on a time-based basis (per hour) or on the basis of the Service Provider's rate in force on the date of the quotation, in particular per source word (i.e., per word included in the text to be translated) according to the count provided by Microsoft Word (Tools > Statistics) or computer-assisted translation (CAT) software, per line or per page.
- The completion deadline or delivery date for the Service.
- The format of the documents to be delivered in the event of a specific layout request.
- Any price increases applied, in particular due to urgency, specific terminology research or any other request outside the scope of the usual services provided by the Service Provider.

To confirm their order definitively, the Client must return the quote to the Service Provider without any modifications, either by post signed with the words 'approved, agreed, confirmed' when the quote has been sent by post, or by return email expressing their consent when the quote has been sent by email. If the quote is not accepted, the Service Provider reserves the right not to proceed with the Service.

The delivery date will be confirmed by email after receipt of the approval form. If the order is not confirmed in accordance with the terms and conditions set out above within the validity period indicated in the quotation or, failing that, within one (1) month of the date of dispatch, it will be deemed to have lapsed.

The Service Provider reserves the right, after informing the Client, to increase the rates for the Service and/or not to meet the delivery date specified in the order confirmation, particularly in the following cases:

1. The Client modifies or adds text to be translated, proofread or revised after the Service Provider has prepared the quote, in which case the Service Provider reserves the right to adjust the price based on the volume of text or the additional work time required or requested.
2. The absence of all or part of the source material when preparing the quotation. If the quotation had to be prepared based solely on the approximate word count and an extract from the content.
3. The lack of clear instructions from the Client specifying the scope of the revision project and its objectives for the preparation of the quotation.

In the absence of the Client's express agreement with these new delivery and/or invoicing terms, the Service Provider reserves the right not to proceed with the Service.

Unless otherwise specified in the quotation, the costs incurred in providing the Service (travel, express mail, etc.) shall be borne by the Client.

Any decision to grant discounts, reductions or degressive rates, whether based on a percentage or a flat rate (per page, per line or per hour), remains at the sole discretion of the Service Provider, and only for the Service to which it applies. Any discounts or reductions granted to the Client shall in no way give rise to an acquired right for subsequent services.

In the event that no prior quotation has been sent to the Client by the Service Provider, orders are placed by simple exchange of emails and the Services are invoiced in accordance with the basic rate usually applied by the Service Provider or any other rate agreed between the latter and the Client in the exchange of emails. Any confirmation by the Client of the deadline communicated by the Service Provider constitutes an order.

4. Proof

For the purposes of proving acceptance of the quotation, the Client agrees to consider emails, copies and electronic media as equivalent to the original and as valid proof.

5. Deposit

Any order whose pre-tax amount exceeds eight hundred (800) euros may be subject to a request for a deposit, the percentage of which will be specified in the quotation. In this case, the Service will only proceed once the deposit has been received.

6. Completion time

Subject to receipt by the Service Provider of all documents relating to the Service, the completion deadline stated in the quote shall only apply if the Client confirms its order before the quote expires, in accordance with the terms set out in Article 3 above.

The delivery date, confirmed by email after receipt of the approval form, is set according to the Service Provider's workload.

7. Obligations of the Service Provider

The Service Provider shall endeavour to perform the Service in accordance with the Client's instructions and in accordance with professional standards. It shall make every effort to take into account and incorporate into the Service any information provided by the Client (glossaries, visuals, abbreviations, etc.). The Service Provider declines all responsibility in the event of inconsistency or ambiguity in the original text, as verification of the technical consistency of the final text is the sole responsibility of the Client.

8. Obligations of the Client

The Client undertakes to provide the Service Provider with all texts to be translated, proofread or revised, along with any information necessary for understanding the source material and the project and, where applicable, the specifications and all documentation necessary for the performance of the Service. In the event of a breach by the Client of its obligation to inform

the Service Provider, the latter shall not be held liable for any non-compliance or failure to meet deadlines.

The Client has a period of ten (10) working days from receipt of the deliverables to express in writing any disagreement concerning the quality of the Service. After this period, the Service will be considered to have been duly performed and no dispute will be accepted.

To this end, the Client agrees to consider any acknowledgment of receipt by post or email as proof of delivery.

9. Confidentiality

The Service Provider undertakes to respect the confidentiality of information brought to its attention before, during or after the performance of the Service. The originals shall be returned to the Client upon written request.

The Service Provider cannot be held liable for any interception or misappropriation of information during data transfer, particularly via the Internet. Consequently, it is the Client's responsibility to inform the Service Provider, either in advance or at the time of ordering, of the means of transfer it wishes to use in order to guarantee the confidentiality of any sensitive information.

10. Protection of personal data

As part of the Service, the Service Provider collects personal data concerning the Client (title, surname, first name, company name, postal address, telephone number and email address). This data is used to send the Client, on the one hand, quotes, invoices and information necessary for the Service, and on the other hand, promotional messages about the Service Provider's services.

The data collected is processed digitally by the Service Provider and stored securely for the purpose of providing the Service covered by these terms and conditions, and in accordance with legal and regulatory obligations.

The data controller and data protection officer is Marion Marc — 23a boulevard de la Llobère, 66140 Canet-en-Roussillon (France) — marionmarcpro@gmail.com. Access to personal data will be strictly limited.

The information collected may be communicated to a third party linked to the Service Provider's company by contract for the performance of subcontracted tasks (hereinafter, 'the Subcontractor').

The Subcontractor is required to comply with these terms and conditions. It is the Service Provider's responsibility to ensure that the Subcontractor offers the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European data protection regulation.

In the event of a data breach, the Service Provider shall inform the Client as soon as possible and, within 72 hours of becoming aware of it, shall notify the breach to the French data protection authority (CNIL).

In accordance with Law No 78-17 of 6 January 1978 on information technology, files and civil liberties, as amended by Law No 2004-801 of 6 August 2004, and by European Regulation No 2016/679/EU, the Client has the right to access, rectify, erase and transfer data concerning them, as well as the right to object to the processing of such data on legitimate grounds. These rights may be exercised by contacting the data controller at the postal or email address mentioned above, enclosing valid proof of identity.

For further information and in the event of a complaint, the Client may contact the French data protection authority (www.cnil.fr).

Personal data is retained for five (5) years after the end of the current year. If, at the end of this period, no commercial relationship has been established, it will be deleted from the Service Provider's servers.

However, once the Client has placed an order, and even in the event of a request to delete an account, the Service Provider is required to retain the personal data appearing on invoices and purchase orders for ten (10) years from their date of issue (Article L-123-22 of the French Commercial Code).

11. Format

The deliverables of the Service shall be sent to the Client by email in the format specified in the quotation, or failing that, from the source. Upon request, delivery may be made by post. Any other means of transfer or format must be expressly agreed between the parties and may be subject to additional charges.

12. Responsibility

In any event, the Service Provider's liability shall be limited solely to the amount of the invoice for the Service.

Under no circumstances shall the Service Provider be held liable for claims based on stylistic differences or modifications made to the deliverables of the Service without its written authorisation.

It is specified that delivery times are given for information purposes only and that failure to meet them shall not, in principle, give rise to penalties for delay. In any event, the Service Provider shall not be held liable for any direct or indirect damage caused to the Client or to third parties as a result of a delay in delivery, due in particular to a case of force majeure or a possible delivery problem.

13. Corrections and proofreading

In the event of disagreement on certain aspects of the Service, the Service Provider reserves the right to correct it in cooperation with the Client.

When the deliverables of the Service are to be edited, the Service Provider shall receive the proof for proofreading.

Unless otherwise agreed in writing, any corrections or proofreading shall be invoiced separately at the current hourly rate.

14. Payment terms

All services will be invoiced electronically in PDF format. The Client accepts the electronic invoice as the original invoice. Unless otherwise specified, the full amount of the invoice for the Service must be paid within thirty (30) days net from the date of issue.

In the event of payment by cheque or bank transfer from abroad, all exchange and bank charges shall be borne by the Client and may therefore give rise to either a flat-rate surcharge specified in the quotation or full re-invoicing to the Client.

No discount shall be granted for early payment.

The deliverables of the Service remain the property of the Service Provider until full payment has been received.

As these terms and conditions for the provision of services are the subject of an agreement between the Service Provider and the Client, payment for the Service shall not be subject to verification, approval or payment by any other party.

It should be noted that, for business customers only, in the event of late payment, orders in progress will be automatically suspended until full payment has been received and the Client will be liable, without prior notice being required, for late payment interest set at ten per cent (10%) per month from the first day following the payment deadline and applied to the total amount excluding tax of the invoice in question, to which will be added, in accordance with Article L.441-10 of the French Commercial Code, a fixed compensation fee of forty (40) euros for recovery costs.

The Service Provider shall not accept any new orders from the Client until full payment of the amounts due has been received.

15. Intellectual property

Before submitting a document for translation, proofreading or revision to the Service Provider, the Client must ensure that they have the right to do so. They must, therefore, be the author of the original document or have obtained prior written authorisation from the copyright holder of the document.

Failing this, the Service Provider shall in no way be held liable if all or part of the documents entrusted by the Client infringe the intellectual property rights or any other rights of a third party or any applicable regulations. In such cases, the Client shall be solely liable for any damages and financial consequences resulting from their negligence.

Furthermore, the Client acknowledges that a translation constitutes a new document whose copyright is jointly owned by the author of the original document and the Service Provider. Consequently, in the case of literary or artistic services, and without prejudice to its economic rights over its work, the Service Provider reserves the right to require that its name be mentioned on any copy or publication of the deliverables of the Service, in accordance with the Intellectual Property Code, paragraph L.132-11.

16. Cancellation

Any cancellation of an order in progress, regardless of the reason, must be notified in writing to the Service Provider. Work already completed will be invoiced to the Client at one hundred per cent (100%) and work remaining to be completed at fifty per cent (50%).

17. Amicable settlement

The parties undertake, in the event of a dispute of any kind, to attempt to settle the dispute amicably as follows. Before taking any legal action, the Parties shall seek, in good faith, to settle their disputes amicably with regard to the validity, performance and interpretation of the Service. In the absence of an amicable agreement, the Parties shall refer the matter to the courts within the jurisdiction of the Montpellier Court of Appeal.

18. Applicable law and competent jurisdiction

These terms and conditions are subject to French law and must be interpreted in accordance with it. In the absence of an amicable settlement in accordance with Article 17 above, the parties confer exclusive jurisdiction on the courts within the jurisdiction of the Montpellier Court of Appeal to settle any dispute relating to the Service and these terms and conditions.

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