LingoStar Language Services Inc.
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TERMS AND CONDITIONS FOR SUPPLIERS

LINGOSTAR: refers to the language services company LingoStar Language Services Inc.
SUPPLIER: refers to any language professional commissioned by LingoStar to undertake language work including but not limited to the following designations: translator, proofreader, editor, interpreter, typesetter, voiceover artist, tour guide, transcriber, language consultant, instructor/tutor, etc.
LANGUAGE SERVICE: refers to any service commissioned from suppliers such as translation, proofreading, editing, voiceover, interpretation, typesetting, localization, guiding, transcription, language consultation, language instruction/tutoring or other.

1. CODE OF CONDUCT
1.1. Before providing their first language service for LingoStar, suppliers should agree to follow these Terms and Conditions for Suppliers and should adhere to them for the length of the working relationship.

2. SUPPLIER'S RESPONSIBILITIES
2.1. The supplier agrees to provide language services in good faith and agrees not to provide machine translations or language services that are inappropriate in any way. Although the supplier is responsible for the content of the language service, we reserve the right to edit any language service at any time for any reason.

2.2. The supplier warrants that the information contained in his/her language service does not alter or stray from the intent and content of the source material.
The language service will not to the best knowledge of the supplier:
i. violate any law or regulation;

ii. infringe in any manner on any copyright, patent, trademark or other intellectual property right of any third party;

iii. breach any duty toward or rights of any person or entity;

iv. be false or misleading; or

v. be defamatory, libelous, slanderous or threatening.

3. QUALITY

3.1. Suppliers should always provide language services into their native language unless otherwise agreed in writing with LingoStar.

3.2. The language service must be accurate to the best of the suppliers' ability and delivered in the format agreed to in advance, with the spelling and grammar checked. Appropriate dictionaries and reference literature must be consulted for technical terminology. Long-term cooperation is achieved only through consistent delivery of quality language services.

3.3. In the event that a supplier delivers a language service with which the client is not satisfied and the client justifiably requests an additional review, the supplier is obliged to comply with the client's demands. LingoStar may also put forward such a request upon review of the delivered language service. The supplier agrees to make suggested changes at no additional cost.

3.4. Suppliers should not agree to provide a language service if they do not agree that the deadline allows sufficient time to complete thorough proofreading and editing procedures. Suppliers should only agree to provide language services for which they are qualified and for which they have the requisite skills, reference materials and ability to complete within the agreed timescale, budget and to the highest possible standard.

3.5. Should a supplier agree to provide a language service and then later find that they are unable to complete it within the agreed timescale or to the required standard then they must inform LingoStar as soon as possible.

3.6. Suppliers should make use of any reference material given to them by LingoStar and should always approach LingoStar with unresolved terminology queries.

3.7. When working with specialized texts, suppliers are encouraged to mark parts of the text or terminology for which they require verification, and send queries for assistance in a timely manner so that they are urgently processed. We will provide the necessary assistance in line with our and our client's capabilities.

3.8. Suppliers should endeavor to inform LingoStar as soon as possible if any quality issues are evident in the source material which they feel will inhibit their progress or affect the standard of the language service. Minor errors or omissions in source material should also be noted and conveyed to LingoStar in writing during the course of a project.

3.9. Language services may be evaluated by qualified professionals using a rating scale system developed by LingoStar. In these cases, a copy of the rating scale with feedback will be provided to the supplier. If a negative rating results and/or if content is deemed unusable, LingoStar may impose either a deduction off the agreed payment total or non-payment.

4. DEADLINE

4.1. A confirmation email will be sent to the supplier upon receipt of the language service. If a confirmation email has not been received by the supplier within 2 hours of the delivery, suppliers are encouraged to check by phone or email whether their language service has been received by LingoStar.

4.2. Language services must be delivered before or by the indicated deadline and deadlines are strictly enforced. There may be occasions when a deadline can be extended; however, the supplier must communicate to LingoStar that they need more time as soon as such a need arises.

4.3. Penalties will apply to suppliers who do not respect the delivery deadlines, since on-time delivery by the supplier is essential to on-time delivery of the completed project to the client. If LingoStar does not receive the language service within 2 hours from the deadline, a first reminder will be sent out to the supplier. Suppliers who do not deliver the language service within 24 hours of the deadline may face either a deduction off the agreed payment total or non-payment.

5. CONFIDENTIALITY & SECURITY

5.1. Suppliers should be willing to sign a Non-Disclosure Agreement for a project if reasonably requested to do so.

5.2. Suppliers should take all reasonable measures to safeguard the confidentiality of documents, whether they are in electronic format and/or hard copy, and whether they are sent to them for the purposes of quoting or working on a project.

5.3. Suppliers should maintain the confidentiality of all documents sent to them by LingoStar, including but not limited to source documents, reference materials and LingoStar administrative documentation, unless otherwise authorized in writing.

5.4. Suppliers should not seek gains from any confidential information learned or disclosed to them during the project and should not seek gains from the passing on to a third party of any confidential information learned or disclosed during a project.

5.5. While suppliers are free to perform services for other firms, they agree not to solicit or accept work from any individual or company whom they became aware of through their work with LingoStar, unless they had a prior business relationship with the individual or company.

5.6. Under no circumstances may suppliers use the name LingoStar as a reference for the purpose of obtaining work without LingoStar's prior consent, for which consent should not be unreasonably withheld.

5.7. Suppliers also agree not to publicize in any way that they have performed work for LingoStar without LingoStar's prior consent, for which consent should not be unreasonably withheld. This clause

will remain in effect for 3 years from the date on which this Agreement is terminated. Failure to comply with this clause may subject the supplier to injunctive relief and/or monetary damages.

5.8. Suppliers agree not to discuss or negotiate any fees or payments directly with any client of LingoStar. While providing language services such as interpreting, voice-over, tour guiding and/or language consulting or instructing/tutoring pursuant to this Agreement, the supplier will attend the scheduled assignment only as a representative of LingoStar.

5.9. Suppliers agree not to communicate directly with LingoStar's clients without LingoStar's prior consent.

6. INVOICING

6.1. Suppliers agree to be considered independent contractors with LingoStar and not employees of LingoStar. They are responsible for paying taxes on amounts paid to them by LingoStar.

6.2. Upon completion of a project, suppliers must provide an invoice by email as a separate attached file; content in the body of emails will not be accepted as invoices. All invoices should contain the following: project number, type of service provided, language pair, word count/hours/pages, rate, the supplier's name and full contact details (including mailing address, email address, PayPal address and phone number), the total amount due in the agreed currency, and the date of issue of the invoice. The invoice must be submitted to team@lingo-star.com.

6.3. Suppliers must submit invoices within 90 days of the date of delivery of the language service or at the end of a calendar month if they are invoicing for multiple projects completed in a particular month.

6.4. LingoStar reserves the right not to accept responsibility for payment of invoices submitted 90 days or more from the date of delivery of the language service, or for invoices which do not contain the correct information.

7. PAYMENT

7.1. Suppliers shall be paid within 30 days from the end of the month in which the invoice is received by LingoStar. A confirmation email will be sent to the supplier upon receipt of the invoice. If a confirmation email has not been received by the supplier, suppliers must check by phone or email whether their invoice has been received by LingoStar.

7.2. Our preferred method of payment is PayPal in Canadian dollars. Please include PayPal account information (email address) on the invoice. Payment can also be made by cheque in Canadian funds to suppliers in Canada and in US funds to suppliers in the USA.

7.3. If PayPal is not an option and the supplier is located outside of Canada or the U.S., LingoStar may arrange a bank or Western Union transfer, however please note that LingoStar only makes this

exception for large amounts because of the high bank transfer fees from Canada to other countries. In these cases, the supplier will be asked to deduct the cost of transfer fees from his/her invoice.

7.4. Payment queries should quote the project number and be sent by email to team@lingo-star.com.

7.5. Should a payment error occur such as a non-payment or payment of an incorrect amount then the supplier should contact LingoStar with the details and give LingoStar a reasonable amount of time in which to investigate. LingoStar may need up to 30 days to resolve the payment discrepancy.

8. JURISDICTION

8.1. The term of this Agreement is for a period of two years from the date it is signed, with automatic renewal for subsequent one-year periods unless otherwise terminated. Either party may terminate this Agreement upon thirty days written notice. However, neither party can terminate this Agreement during the completion of any language services assignment.

8.2. This Agreement shall be governed by the laws of the Province of British Columbia, Canada. All disputes shall be brought within the territorial jurisdiction of British Columbia.

Please sign this Agreement below and return this page by fax or send a scanned copy by email. Thank you! We look forward to working with you.

Sincerely yours,

Lenka de Graafova
LingoStar Language Services Inc.
Managing Director/Owner

AGREED TO:
Name (Print):
DATE:
Signed: