

GENERAL TERMS OF SERVICE

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Preamble

These General Terms of Service (the "**Terms of Service**") govern all translation, revision and proofreading services provided by CTS Tax & Legal, a French société à responsabilité limitée (SARL) with a share capital of €35,000.00, registered at the Commercial and Companies Registry of Saintes under the number 478 118 243, whose registered office is located at 49 avenue des Amazones, 17110 Saint-Georges-de-Didonne, France (hereinafter "CTS" or the "Service Provider"), represented by Mr. Robert Rechter, Managing Director (gérant), for the benefit of any professional client (hereinafter the "Client").

CTS offers two distinct translation services, described in Article 3: a fully human translation service ("**Premium Translation**") and a translation service assisted by specifically identified artificial intelligence tools, fully post-edited by a qualified professional ("**E-translation with CTS Professional Sign-Off**"). The Client selects the service that suits its needs at the time of the fee estimate, subject to the limits set out in Article 3.3.

CTS also offers, on a more occasional basis, liaison interpreting services and training or awareness modules on the use of artificial intelligence in legal translation, described respectively in Articles 3.7 and 3.6. Although the bulk of the services governed by these Terms of Service consists of the Premium Translation or the E-translation with CTS Professional Sign-Off described in Articles 3.1 and 3.2, these related activities will, where applicable, be the subject of specific fee estimates providing for particular terms adapted to their nature; for any matter not addressed by such particular terms, they remain governed by these Terms of Service.

Any order placed with CTS entails unreserved acceptance of these Terms of Service, to the exclusion of any of the Client's general purchase terms, save where CTS has given its prior written and express agreement to derogate expressly from any given provision.

Article 1 – Purpose and Scope

1.1 Definition. These Terms of Service are intended to define the conditions under which CTS provides its two core legal and tax translation services described in Article 3 - namely Premium Translation (fully human translation) and E-translation with CTS Professional Sign-Off (translation assisted by artificial intelligence tools and fully post-edited by a qualified professional, who will always be Mr. Robert Rechter, save for the exception provided under the conditions of Article 1.4 below) - as well as its revision, Professional Sign-off, quality proofreading, interpreting, and training or awareness-raising services.

1.2 Applicability. They apply to any service ordered by a professional Client (including, without limitation, notaries, lawyers, companies, financial institutions, and public authorities) from their entry into force, to the exclusion of any prior service governed by different terms.

1.3 Amendments. CTS reserves the right to amend these Terms of Service at any time; the version applicable to an order is the version in force on the date of the fee estimate accepted by the Client.

1.4 Exceptional use of other independent translators. Translation, proofreading and post-editing are, save in exceptional circumstances stated otherwise, performed personally by Robert Rechter. Should CTS be led, on an extremely exceptional basis, to entrust all or part of a service to another independent translator or reviser, it will inform the Client beforehand and obtain the Client's consent before performing the service concerned; in that event, CTS vouches collaterally (se porte fort) on behalf of said independent translator that it will be bound by the same confidentiality and competence obligations as those described in Articles 6.3 and 8.2 of these Terms of Service.

Article 2 – Fee Estimate, Order and Formation of the Contract

2.1 Every service is subject to a prior fee estimate, issued in writing (email being accepted), specifying the service selected between Premium Translation and E-translation with CTS Professional Sign-Off described in Article 3, the estimated volume, the delivery deadline (expedited or standard) and the applicable rate (including the invoicing terms for any subsequent amendments that might be requested to reflect, for example, the progress of negotiations).

2.2 CTS undertakes to respond to any request for a fee estimate within one (1) business hour of receipt (and, where it is materially impossible to issue the fee estimate within that hour, a message will be sent to the Client indicating the latest time by which the fee estimate can be sent).

2.3 The contract is formed on the date on which the Client accepts the fee estimate, by any written means (return email, electronic signature, or an express order referring to the fee estimate). CTS may also accept a verbal order, subject to its subsequent written confirmation.

2.4 Any change to the scope of the order after acceptance of the fee estimate (volume, deadline, nature of the document, service selected) is subject to an amendment or a new fee estimate. Where the fee estimate provides for a flat-rate option applicable to subsequent amendments to the initial translation, the Client's choice of that option excludes, for the order concerned, the application of the usual per-word rate to such amendments.

Article 3 – Description of Services

3.1 Premium Translation - full legal and tax translation, performed and proofread by Robert Rechter, a former member of the Paris Bar, perfectly bilingual and with near to twenty-five years of experience as a legal translator, from French into English or from

English into French, without any recourse to a machine translation engine on the text to be translated. This service may draw on translation aids - the Client's own translation memory (Article 7), terminology databases, and legal research and case-law searches carried out using the Doctrine tool - but the target text delivered to the Client is, in any case, entirely drafted and reviewed by a human translator.

3.2 E-translation with CTS Professional Sign-Off - translation produced using a machine translation engine (DeepL), supplemented where applicable by research and drafting suggestions obtained using the Doctrine and Claude tools, then fully post-edited by Robert Rechter - a consistency review, terminology harmonisation and substantive verification of the text prior to delivery - under the conditions described in Article 5. This service is distinguished, both in nature and in price, from a human translation within the meaning of Premium Translation. At the Client's request and under the conditions agreed in the fee estimate, CTS provides a comparison document highlighting the changes made during the post-editing process, enabling the Client to verify the reality and extent of that work.

3.3 Mandatory exclusions from the E-translation with CTS Professional Sign-Off service. Regardless of the Client's instructions, the E-translation with CTS Professional Sign-Off service described in Article 3.2 is never offered or performed for translations intended for use in court proceedings. Such documents fall exclusively within the Premium Translation service described in Article 3.1. CTS informs the Client as soon as it identifies such a situation and amends the fee estimate accordingly, where applicable.

3.4 The Client selects, at the time of the fee estimate, the service it wishes to use between Premium Translation and E-translation with CTS Professional Sign-Off, subject to the exclusions set out in Article 3.3. CTS informs the Client, before acceptance of the fee estimate, of the difference between these two services and of the CTS Professional Sign-off regime described in Article 4, in particular the fact that it is not equivalent to a sworn, certified or court-certified translation.

3.5 Revision and CTS Professional Sign-off without initial translation by CTS - proofreading and quality control of a translation already performed by a third party or by the Client itself, which may have been carried out via an IA tool, and which may, at the Client's request and subject to the quality of the reviewed document, give rise to the affixing of the CTS Professional Sign-off described in Article 4.

3.6 Training and awareness-raising - continuing training modules and presentations for notaries, lawyers and legal departments on the risks and best practices associated with the use of artificial intelligence in legal translation, in particular with regard to Regulation (EU) 2024/1689 described in Article 6.

3.7 Quality proofreading and interpreting - quality proofreading with tracked changes of documents already translated, and liaison interpreting, in particular at the signing of deeds.

3.8 The rates applicable to each service and each offering are those set out in the fee estimate accepted by the Client; they are determined according to the service selected in accordance with this Article, the volume and the delivery deadline, in accordance with Article 10.

Article 4 – CTS Professional Sign-Off

4.1 The CTS Professional Sign-off is a professional attestation, signed by Robert Rechter, confirming that a given translation - whether it falls within the Premium Translation service (Article 3.1), the E-translation with CTS Professional Sign-Off service (Article 3.2), or a stand-alone revision (Article 3.5) - has undergone a complete proofreading and quality control by a qualified CTS professional. The sign-off will take the form of the affixing, to the final version of the document, of a concise notice attesting to this proofreading and quality control, the exact wording of which varies according to the nature of the intervention performed by CTS - a translation assisted by artificial intelligence tools and fully post-edited, a translation performed entirely by a qualified CTS professional without recourse to artificial intelligence, or a stand-alone review of a translation whose initial preparation is the responsibility of a third party - together with the identification and verification elements described in Article 4.6.

4.2 The CTS Professional Sign-off referred to in this article 4, does not, under any circumstances, constitute a sworn, certified or court-certified translation within the meaning of French Law No. 71-1130 of 31 December 1971 (Article 60), Article D. 594-16 of the French Code de procédure pénale, Article 1515 of the French Code de procédure civile, or Article 54 of the French Code général des impôts. CTS is not, as of the date hereof, listed as a certified judicial translator before a Cour d'appel or the Cour de cassation, and does not, in its current state, issue any translation meeting those regimes. Should this situation change, CTS would be able to offer sworn, certified or court-certified translations within the above meaning, expressly designated as such; the CTS Professional Sign-off described in this Article would then remain a separate service, which could continue to be offered in addition to, or independently of, any such sworn, certified or court-certified translations.

4.3 The Client acknowledges having been informed of this distinction and undertakes not to present the CTS Professional Sign-off, in its dealings with third parties (courts, administrations, foreign authorities), as equivalent to a sworn or court-certified translation.

4.4 Where the use intended by the Client legally requires a sworn, certified or court-certified translation (in particular: filing with a court, apostille, formalities before a foreign administration, accounts kept in a foreign language within the meaning of Article 54 of the French Code général des impôts), CTS informs the Client accordingly and, upon request, refers the Client to a certified judicial translator listed on an official register.

4.5 Any reference to the "CTS Professional Sign-off" on a document follows wording approved by CTS that excludes any ambiguity with the regimes referred to in Article 4.2.

4.6 The CTS Professional Sign-off includes, in addition to the notice referred to in Article 4.1, the date and time at which it was affixed and the personal signature of

Robert Rechter, inserted into the document in a non-editable format. The document so signed off is delivered to the Client in two forms: a Word version protected as read-only, and a PDF version with editing and text-extraction rights locked. This mechanism serves solely to attest to the identity of the author of the sign-off and the date on which it was affixed; it does not constitute an electronic signature within the meaning of Regulation (EU) No. 910/2014 (the eIDAS Regulation), nor a certification issued by a third party.

Article 5 – Artificial Intelligence Tools and Systems Used

5.1 In the course of its business, and on an ancillary basis under its constant control, CTS uses three specifically identified artificial intelligence tools: Doctrine (Doctrine, France), for research into positive law, case law and legal literature, and for verifying concepts, references and notional equivalences between legal systems; DeepL, for producing an initial machine translation within the E-translation with CTS Professional Sign-Off service (Article 3.2); and Claude (Anthropic), for formatting and structuring documents, consistency checking, editorial proofreading, and assistance with research and translation. In using these tools, CTS acts as a "deployer" within the meaning of Article 3(4) of Regulation (EU) 2024/1689 (see Article 6); it is neither the provider nor the developer of any of them. The list of these tools is kept up to date and communicated to the Client upon simple request.

5.2 **Excluded tools.** Free or consumer versions of any artificial intelligence or machine translation tool, whatever their publisher, are excluded from any processing of the Client's documents. The contractual terms of such versions in fact make their publisher a data controller acting for its own purposes, with no possibility of a data processing agreement, and most often provide for the content submitted to be used to train their models. CTS only uses such versions, where applicable, for internal work unconnected with its clients' files.

5.3 Each of the tools referred to in 5.1 is used by CTS under a paid commercial or professional subscription, taken out in the name of CTS, accompanied by a Data Processing Agreement (DPA) entered into with its publisher, in accordance with Article 28 of Regulation (EU) 2016/679. This agreement notably guarantees that the content transmitted is used neither for training, nor for retraining, nor for fine-tuning any model; that such content is deleted from the publisher's systems within a maximum of thirty (30) days of processing, save for a longer statutory retention obligation; that any transfer outside the European Union is governed by the European Commission's standard contractual clauses or any other appropriate safeguard within the meaning of Chapter V of the GDPR; and that the publisher's personnel's access to the content transmitted is strictly limited, logged, and subject to confidentiality undertakings.

5.4 By default, every service is performed by a human translator under the Premium Translation service (Article 3.1). Recourse to a machine translation engine to produce the target text occurs only under the E-translation with CTS Professional Sign-Off service (Article 3.2), following an express choice made by the Client and formalised in each fee estimate. In both cases, the ancillary use of the tools referred to in 5.1 (research, formatting, consistency checking) is covered by the general written authorisation given by the Client under the conditions of Article 9.2.

5.5 Function of each tool in the performance of the services: Doctrine assists with legal and terminological research for both services described in Article 3; DeepL produces, under the E-translation with CTS Professional Sign-Off service, a working text which, at that stage, constitutes no more than a proposed translation and which may under no circumstances be delivered to the Client without the full post-editing described in that same Article; Claude is used for formatting documents (styles, tables, presentation consistency) and, in support of Robert Rechter's work, for documentary research, terminology verification and translation assistance tasks, for both services described in Article 3.

5.6 In every case, whatever tool and service are used, every service delivered to the Client has, prior to delivery, undergone a complete human review by Robert Rechter covering in particular: fidelity to the source text, sentence by sentence, including omissions, additions and mistranslations; the accuracy of legal terminology and the appropriateness of notional equivalences between legal systems; the accuracy of the references cited - statutes, regulations, decisions, legal literature, and the names of institutions - verified at source, with no reference produced by an artificial intelligence tool being used without verification; figures, dates, amounts, proper names and units; and internal terminological consistency, in keeping with the Client's glossaries and translation memory (Article 7). CTS never delivers a text produced or modified by an artificial intelligence tool without this complete human review; such recourse has no bearing on CTS's obligations regarding the quality of the service, its contractual liability, or its professional indemnity insurance cover (Article 14).

5.7 CTS at no time uses the documents transmitted by the Client, the translations resulting therefrom, or its translation memory described in Article 7, to train or fine-tune an artificial intelligence model, whether a third-party model or a model of its own.

5.8 CTS undertakes to inform the Client of any significant change made to the tools referred to in 5.1 (replacement, addition, change of publisher) with reasonable notice, the Client having the right to object under the conditions of Article 9.2.

Article 6 – Regulation (EU) 2024/1689 on Artificial Intelligence

6.1 **Qualification.** For the use of the general-purpose artificial intelligence tools referred to in Article 5 (Doctrine, DeepL, Claude), CTS acts as a "deployer" within the meaning of Article 3(4) of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (the "AI Regulation"). CTS is not the provider, within the meaning of Article 3(3) of the same Regulation, of any of these tools.

6.2 **Risk classification.** The translation, documentary research and formatting services described in Article 5 do not fall within the high-risk artificial intelligence systems listed in Annex III to the AI Regulation, nor within the prohibited practices referred to in Article 5 of the same Regulation. CTS remains alert to the possibility that one of its translations might be used in proceedings falling within that Annex III, in particular in

asylum, immigration or judicial matters, and adapts its terms of engagement accordingly where necessary.

6.3 **Artificial intelligence competence.** In accordance with Article 4 of the AI Regulation, CTS undertakes to maintain, for Robert Rechter and for any staff member who may use the tools referred to in Article 5, a sufficient level of skill, knowledge and understanding to enable informed use of those tools, taking into account their conditions of use, the context in which they are used, and the persons affected by that use. A written internal usage procedure and a training programme are put in place and periodically updated; the same obligations are contractually imposed on any independent translators or revisers CTS may engage under the conditions of Article 1.4.

6.4 **Transparency regarding content generated or modified by artificial intelligence.** Article 50 of the AI Regulation imposes certain transparency obligations applicable to so-called "synthetic" content. These obligations include an exception where the content has undergone a process of human review and editorial control, with a natural or legal person assuming editorial responsibility for its publication. CTS considers that translations delivered under the E-translation with CTS Professional Sign-Off service described in Article 3.2 fall within this exception, since they undergo, prior to delivery, complete post-editing and editorial control assumed by Robert Rechter, who bears professional responsibility for them under the CTS Professional Sign-off described in Article 4.

6.5 CTS transparently informs the Client, through the very designation of the E-translation with CTS Professional Sign-Off service described in Article 3.2 and through the provision, upon request, of the comparison document referred to in that same Article, of the use of a machine translation engine within that service.

6.6 CTS undertakes to monitor developments in the AI Regulation, its implementing acts and the guidelines published by the European Commission or the competent authorities, and to adapt its practices and these Terms of Service accordingly.

6.7 **Register and response to audits.** CTS maintains a register of the artificial intelligence tools it uses and communicates it to the Client upon simple request, including as part of any audit or compliance questionnaire the Client may wish to send it. CTS likewise communicates, upon request, its internal artificial intelligence usage policy, the data processing agreements entered into with its providers, and its professional indemnity insurance certificates.

Article 7 – Translation Memory and Document Corpus

7.1 For the performance of either of the services described in Article 3 - Premium Translation and E-translation with CTS Professional Sign-Off - Robert Rechter consults, for each Client, that Client's own translation memory, made up of documents already translated for it, in order to ensure the terminological and stylistic consistency of the translations delivered.

7.2 This translation memory is, in principle, kept separate by Client: documents and segments translated for a given Client are used only for that same Client's future services, save with that Client's contrary and express agreement. By way of exception, CTS may extract from its archives generic terminology and style conventions containing no confidential or identifying information, in order to build glossaries and style guides used for its future services, including for the benefit of other clients; CTS does not, however, under any circumstances reuse, for the benefit of another Client or in a system accessible to third parties, a contractual term, an amount, a party's name, or any other confidential or identifying data appearing in a given Client's documents.

7.3 The translation memory remains, in every case, an internal CTS working tool, stored locally. It is neither transmitted nor made accessible in its entirety to any third-party artificial intelligence tool referred to in Article 5; only specific extracts, strictly necessary, may, where applicable, be submitted to those tools to inform research or a proposed wording relating to the same Client's file, under the confidentiality conditions of Article 8.

7.4 CTS may retain, for archiving, evidentiary and continuous service-quality-improvement purposes, all or part of the documents translated for the Client, for the period set out in Article 9.5.

7.5 Computer-assisted translation tools (translation memories, terminology databases) and automated quality controls that verify a text already translated by a human translator without producing one do not constitute generative artificial intelligence systems within the meaning of Article 6; their use is not subject to the provisions of Articles 5 and 6 relating to generative artificial intelligence tools, without prejudice to the confidentiality and segregation safeguards of this Article.

7.6 In any event, save for the exception provided for in Article 7.2, CTS's translation memory and archives are never shared between Clients, nor used to train or fine-tune an artificial intelligence model, in accordance with Article 5.7.

Article 8 – Confidentiality and Professional Secrecy

8.1 CTS undertakes to treat as strictly confidential all information and documents communicated by the Client for the performance of the services, and not to disclose them to any third party other than the persons and providers referred to in this Article, without the Client's prior agreement.

8.2 CTS undertakes to use, for the processing of the Client's documents, only such subcontractors (on an exceptional basis and with the Client's agreement as indicated in Article 1.4 above) and tools - in particular the artificial intelligence tools referred to in Article 5 and the translation memory referred to in Article 7 - bound by a confidentiality obligation at least equivalent to that set out in this Article.

8.3 Robert Rechter, Managing Director of CTS, a former member of the bar and a member of the Société Française des Traducteurs (SFT), is bound by that body's Code of ethics to a duty of confidentiality and independence in the conduct of his business (available at: https://www.sft.fr/docs/2024125355_sft-code-deontologie.pdf).

8.4 **Client's right to object to the use of artificial intelligence.** The Client may, at any time and without having to justify its request, require in writing that all or part of an

order be performed without any recourse to the artificial intelligence tools referred to in Article 5 or to machine translation. This request is implemented without delay and prevails over any contrary provision of these Terms of Service. CTS then informs the Client of any resulting impact of that choice on the delivery deadline and the price. The Client's specific instructions, its framework agreements, and any confidentiality agreements entered into between the parties prevail, in the event of contradiction, over this Article and over Article 5.

8.5 Minimisation and restricted access. For the use of the tools referred to in Article 5, CTS applies a minimisation principle: only the segments strictly necessary for the task are transmitted to them, after pseudonymisation or anonymisation whenever the result so permits. CTS excludes from any processing by these tools any documents the Client has designated as sensitive, those subject to a confidentiality agreement prohibiting it, and any material covered by professional secrecy or trade secrets whose transmission has not been expressly authorised by the Client. CTS accesses these tools through named accounts protected by strong authentication, via encrypted channels, and does not share access to them with any third party.

8.6 It is for the Client to verify, prior to any order, that its own confidentiality undertakings towards third parties (in particular its own clients or principals) do not prevent CTS from using the tools described in Article 5; in the absence of any indication to the contrary from the Client at the time of the fee estimate, CTS considers that recourse to the tools described in Article 5 is authorised.

Article 9 – Protection of Personal Data (GDPR)

9.1 Respective roles. For the performance of the services described in Article 3, CTS acts as a processor, within the meaning of Article 4(8) of Regulation (EU) 2016/679 ("GDPR"), with respect to the personal data contained in the documents the Client provides to it for translation; the Client acts as the controller of that data. CTS acts as a controller only for the processing operations that are its own, in particular the retention and archiving of its own files (Article 9.5) and the constitution of its translation memory under the strictly defined conditions of Article 7.

9.2 Sub-processing - general written authorisation. The publishers of the artificial intelligence tools referred to in Article 5 constitute sub-processors of CTS within the meaning of Article 28(2) of the GDPR. By accepting these Terms of Service, the Client gives CTS the general written authorisation required by that provision to engage these publishers under the conditions and safeguards set out in Article 5. CTS informs the Client of any addition or replacement of a sub-processor with reasonable notice; the Client has the right to object, including by requiring, under the conditions of Article 8.4, that its order be performed without recourse to that sub-processor.

9.3 Guarantees given by CTS. CTS guarantees that, for each of the publishers referred to in Article 5: a data processing agreement compliant with Article 28(3) of the GDPR has been entered into, imposing obligations equivalent to those undertaken by CTS towards the Client and accompanied by appropriate technical and organisational measures within the meaning of Article 32 of the GDPR; and that the guarantees regarding deletion, non-training and the framing of transfers described in Article 5.3 are complied with. CTS remains fully liable to the Client for the performance, by these sub-processors, of their obligations, in accordance with Article 28(4) of the GDPR.

9.4 Purposes and legal basis. The personal data contained in the documents transmitted by the Client is processed by CTS on the Client's behalf, solely for the purpose of performing the services ordered, on the Client's instructions and within the limits of those instructions; it is for the Client, as controller, to determine and, where applicable, justify the legal basis for the processing with respect to the data subjects, in particular the parties to the translated instruments.

9.5 Retention period. Documents and data transmitted by the Client are retained by CTS for the period necessary to perform the service, then archived for a period of TEN (10) YEARS from delivery, for evidentiary purposes and claims management, unless otherwise instructed by the Client or required by a longer statutory retention obligation. Data processed by the tools referred to in Article 5 is deleted from their publishers' systems under the conditions of Article 5.3.

9.6 Rights of data subjects. Requests to exercise the rights of access, rectification, erasure, restriction, objection and portability provided for by the GDPR are, in principle, a matter for the Client as controller. CTS provides the Client with all necessary assistance to that end and forwards without delay any request addressed directly to it. For the processing for which it is responsible under Article 9.1, CTS responds directly to requests addressed to it at: robert.rechter@ctstraduction.com.

9.7 Security. CTS implements appropriate technical and organisational measures to ensure the security and confidentiality of the personal data entrusted to it, proportionate to the nature of the data processed and the risks presented by the processing.

9.8 Complaint. The Client, or any data subject, has the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL).

9.9 Interaction with the AI Regulation. The obligations arising under the GDPR described in this Article apply cumulatively with those arising under the AI Regulation described in Article 6, without either substituting for the other.

Article 10 – Rates and Payment Terms

10.1 The applicable rates are those set out in the fee estimate accepted by the Client, expressed in euros exclusive of tax, determined according to the service selected in accordance with Article 3, per source word or per hour (for interpreting), depending on the nature of the service, with an expedited-delivery surcharge where applicable.

10.2 Unless otherwise stated in the fee estimate, invoices are payable upon receipt, by bank transfer to the account details communicated by CTS.

10.3 Any late payment automatically triggers, without prior formal notice, the application of late-payment interest at the rate applicable to commercial relations between professionals (three times the statutory interest rate), together with the flat-rate compensation for collection costs of forty (40) euros provided for in Article D. 441-5 of

the French Code de commerce, without prejudice to any additional compensation upon proof thereof.

10.4 CTS reserves the right to suspend performance of any service in progress in the event of non-payment of an overdue invoice.

Article 11 – Deadlines and Delivery

11.1 The delivery deadlines indicated in the fee estimate are firm, subject to the Client providing, within the agreed timeframe, all documents and information necessary for the performance of the service.

11.2 CTS undertakes to respond to any request for a fee estimate within one (1) business hour (and, where it is materially impossible to issue the fee estimate within that hour, a message will be sent to the Client indicating the latest time by which the fee estimate can be sent). This response deadline does not constitute a commitment as to the deadline for performing the service itself, which is set out in the fee estimate. Deadlines indicated in fee estimates are generally expressed in business days, counted from the day following acceptance of the fee estimate, with the deadline expiring on the day following the last business day. For example, for a deadline of 2 business days stated in a fee estimate accepted on a Monday (a business day) at 1:30 p.m., the translation will be delivered no later than the following Thursday, at the time indicated by CTS in the email acknowledging the Client's acceptance. Another example: for a deadline of 3 business days stated in a fee estimate accepted on a Friday evening (a business day) at 8:30 p.m., the translation will be delivered no later than the following Thursday, at the time indicated by CTS in the email acknowledging the Client's acceptance.

11.3 Delivery is made electronically (email, secure platform), save for hand delivery or postal delivery agreed in the fee estimate.

11.4 Any delivery delay attributable to CTS and not justified by a force majeure event or by the Client's breach of its obligations under Article 12 may give rise, upon the Client's reasoned request, to a commercial gesture assessed on a case-by-case basis; it may only give rise to termination of the order if the delay renders the service of no use to the Client, which the Client must demonstrate.

Article 12 – Client Obligations

12.1 The Client undertakes to provide CTS with documents that are legible, complete and in a format allowing them to be processed, together with any information useful for a proper understanding of the legal and terminological context of the document (glossary, prior versions, contact persons).

12.2 The Client undertakes to verify, upon receipt, that the service delivered conforms to its order, and to notify CTS of any discrepancy within SEVEN (7) business days of delivery; failing which, the service is deemed to have been accepted without reservation.

12.3 The Client remains solely responsible for the use it makes of the translation or revision delivered, in particular its presentation to third parties, courts or administrations, under the conditions described in Article 4.

Article 13 – Intellectual Property

13.1 CTS assigns to the Client, from the date of payment in full of the price, the proprietary intellectual property rights relating to the translation delivered, to the extent that the source document belongs to the Client or may be freely translated by it, for the entire world and for the duration of protection of such rights. This assignment does not extend to the author's moral rights, which are inalienable, perpetual and imprescriptible within the meaning of Article L. 121-1 of the French Code de la propriété intellectuelle.

13.2 This assignment does not extend to CTS's glossaries, translation memory, methods and tools, which remain its exclusive property and the Client's use of which, where applicable, entails no transfer of ownership.

13.3 The Client indemnifies CTS against any third-party claim relating to intellectual property rights attached to the source document provided to it for translation.

Article 14 – Liability and Insurance

14.1 CTS is subject to an obligation of means in performing the services described in Article 3, whether under the Premium Translation service or the E-translation with CTS Professional Sign-Off service. It undertakes to use all reasonable means, in accordance with professional practice, to ensure the quality of the services delivered. Recourse to the artificial intelligence tools described in Article 5 has no bearing on this obligation.

14.2 CTS has taken out professional indemnity insurance covering the financial consequences of its professional liability that may arise from its translation, revision and Professional Sign-off services, with AXA France IARD SA, policy no. 4101206304.

14.3 CTS's liability, in the event of proven fault in the performance of a service, is limited to the amount exclusive of tax invoiced for the service in question, save in the case of gross negligence or wilful misconduct (faute lourde ou dol) by CTS.

14.4 CTS may under no circumstances be held liable for the consequences of any error in, or inadequacy of, the source document provided to it, nor for any use made by the Client or a third party of the service delivered outside its agreed purpose.

14.5 CTS's liability may only be engaged in respect of the CTS Professional Sign-off within the limits specified in Article 4; it may not be sought for any use of the document requiring a sworn, certified or court-certified translation, of which the Client has been informed in accordance with Article 4.4.

Article 15 – Force Majeure

15.1 Neither party may be held liable for a failure to perform its obligations resulting from a force majeure event within the meaning of Article 1218 of the French Code civil.

15.2 The party invoking a force majeure event shall inform the other party as soon as possible. Performance of the affected obligations is suspended for the duration of the force majeure event; should it continue beyond THIRTY (30) business days, either party may terminate the order concerned without compensation.

Article 16 – Term and Termination

16.1 These Terms of Service apply for the duration of each order accepted. Where they are appended to a framework agreement or a recurring services contract, they apply for the duration thereof.

16.2 Either party may terminate an ongoing order in the event of a serious breach by the other party of its obligations, not remedied within FIFTEEN (15) days of a formal notice that has remained without effect, without prejudice to any damages.

16.3 In the event of termination of an order in the course of performance, services already performed are invoiced pro rata to their progress.

Article 17 – Governing Law and Jurisdiction

17.1 These Terms of Service and any order entered into under them are governed by French law.

17.2 Any dispute relating to their formation, interpretation or performance that cannot be resolved amicably shall be submitted, for Clients that contracted in a commercial (commerçant) capacity, to the exclusive jurisdiction of the tribunal de commerce of Saintes. With respect to Clients not having that capacity, in particular members of independent professions (professions libérales), the ordinary rules of territorial jurisdiction apply, this clause not being enforceable against them in accordance with Article 48 of the French Code de procédure civile.

Article 18 – Language of the Contract

18.1 These Terms of Service are drafted in the French language. Any translation into English or any other language is provided for information purposes only, for the Client's convenience.

18.2 In the event of any discrepancy or contradiction between the French version of these Terms of Service and any translation, only the French version shall be authoritative and shall prevail between the parties.

Article 19 – Miscellaneous Provisions

19.1 If one or more provisions of these Terms of Service are held to be invalid, or are declared invalid pursuant to a law, a regulation, or a final decision of a competent court, the other provisions shall remain in full force and effect.

19.2 The fact that either party does not avail itself of a breach by the other party of any of its obligations shall not be construed as a waiver of the right to avail itself of that breach in the future.

19.3 These Terms of Service, together with the accepted fee estimate, express the entire agreement between the parties with respect to their subject matter and supersede any prior agreement, whether written or verbal.