

Terms and Conditions for Professional Services and Digital Purchases

Effective Date: November 30, 2025

Provider: Speclang, located in Mexico (“**Speclang**”).

These General Terms and Conditions (“**General Terms and Conditions**”) apply to all services rendered (“**Services**”) by Speclang to any natural person or legal entity (“**Client**”). By (i) placing an order through the Speclang online shop (“**Online Shop**”), or (ii) submitting a service request via email and receiving confirmation from Speclang, the Client confirms acceptance of these General Terms and Conditions. A handwritten signature is not required.

These terms are governed by the laws of Mexico, including:

- **Código de Comercio:** <https://www.diputados.gob.mx/LeyesBiblio/pdf/CCom.pdf>
- **Ley Federal de Protección al Consumidor (LFPC):**
<https://www.diputados.gob.mx/LeyesBiblio/pdf/LFPC.pdf>
- **Ley Federal de Protección de Datos Personales en Posesión de los Particulares (LFPDPPP):**
<https://www.diputados.gob.mx/LeyesBiblio/pdf/LFPDPPP.pdf>

1. SCOPE

1.1 These General Terms and Conditions apply to all translation, linguistic, editing, terminology, and associated services provided by Speclang.

1.2 These terms apply to all current and future orders, whether placed through the Online Shop, via email, or via purchase order.

1.3 Any opposing or additional conditions imposed by the Client shall have no effect unless expressly agreed in writing by Speclang.

1.4 Any deviation from these terms must be agreed in writing. If a separate written contract is signed, it prevails only in case of direct conflict.

2. ORDERS

2.1 Order Channels

2.1.1 Online Shop orders:

The Online Shop is used solely to **configure the service**, select variants, and complete **payment**. **Project files, instructions, glossaries, reference materials, and terminology lists cannot be uploaded through the Online Shop**. They must be submitted by email to: **orders@speclang.pro**, referencing the order number.

2.1.2 Email or purchase order requests:

The Client may request services by email or purchase order. The Client must provide:

- Source and target languages
- Source files
- Word count (if known)
- Requested delivery date
- Special instructions, reference materials, or terminology requirements

2.2 Contract Formation

2.2.1 For Online Shop orders:

The contract becomes binding when the Client completes the checkout process and Speclang sends an electronic order confirmation.

2.2.2 For email/PO orders:

The contract becomes binding when Speclang confirms the order in writing and, where applicable, receives advance payment.

2.2.3 Speclang may adjust pricing or delivery timelines if the source files received by email differ materially from the order configuration (e.g., word count discrepancies, missing pages, non-editable formats).

2.2.4 Speclang may decline an order before work begins if files are unusable, illegal, harmful, or outside Speclang's scope.

2.2.5 The Client shall not transmit to Speclang any illegal, harmful, defamatory, infringing, unauthorized, or otherwise inappropriate content, including but not limited to malware, personal data transmitted without a lawful basis, or materials prohibited under applicable law. Speclang may suspend or cancel any Order involving such content without liability.

2.3 Modifications

2.3.1 The Client may request order modifications via email. Speclang may approve or decline.

2.3.2 If Speclang declines changes, the Client may either continue with the original terms or cancel according to the cancellation rules.

2.3.3 If Speclang accepts changes, any revised costs or timelines will be communicated. Work may be suspended until the Client confirms acceptance and pays any additional amounts.

2.4 Cancellation / Refund Policy

A. Translation Services

2.4.1 The Client may cancel a confirmed service order by email.

2.4.2 If Speclang has **not yet started** the project, the Client may cancel; however, a **cancellation fee of ten percent (10%)** of the total order value will apply to cover project preparation, administrative processing, and resource allocation.

2.4.3 If Speclang has **already begun** performing the Services, the Client will owe **the cost of the work performed on a pro rata basis** at the time of cancellation **or ten percent (10%) of the total order value, whichever amount is higher.**

2.4.4 For cancellations where work has begun, Speclang may deliver partial output. Such partial work may be provided without guaranteeing completeness, formatting, or compliance with the final delivery specifications.

B. Translation Credit Packs

2.4.5 Translation Credit Packs are **refundable within fourteen (14) days** of purchase, provided they have not been used. Refunds will be issued exclusively to the original payment method. Translation Credit Packs cannot be redeemed for cash.

2.4.6 After fourteen (14) days, Translation Credit Packs become non-refundable.

2.4.7 **Discount Packs priced at USD 1 are non-refundable** and non-redeemable in cash.

3. QUALITY

3.1 Speclang ensures that Services are performed by professional linguists with appropriate expertise.

3.2 Speclang will apply any Client-provided glossaries or terminology lists supplied **before** project start and accepted by Speclang.

3.3 **ISO-Compliant Services** include:

- A controlled translation workflow aligned with ISO principles
- Revision where applicable
- Verification
- **Basic formatting and layout consistency checks** (e.g., headings intact, no missing text, structural coherence)

3.4 **Full DTP, complex re-layout, graphic editing, InDesign work, or typesetting** are **not included** unless separately contracted.

3.5 Stylistic preferences, synonyms, brand tone adjustments, or instructions sent after project start do not constitute defects. Terminology provided after delivery is not considered an error and will be treated as a paid update or new request.

3.6 **AI-Assisted Tools:** Speclang may use AI-assisted linguistic support tools for limited purposes such as terminology checks, quality assurance, draft generation, consistency validation, or workflow optimization. Only tools operating under enterprise or professional confidentiality frameworks are used. These tools do not store submitted content, do not use it for training, and process data only ephemerally and securely. AI-assisted tools are used strictly to support human translation teams and do not replace required human review. All final deliverables are prepared and validated by qualified linguists in accordance with the purchased service level. By using Speclang's

Services, the Client authorizes the use of such secure AI-assisted tools solely for internal linguistic support and quality enhancement.

4. DELIVERY & ACCEPTANCE

4.1 Services are considered delivered upon Speclang making deliverables available via email or download link.

4.2 The Client has **fifteen (15) calendar days** from the Delivery Date to notify Speclang of any issues, including:

- Specific segments
- Nature of the error
- Requested correction

4.3 If reservations are justified, Speclang will correct or replace the Deliverables within a reasonable timeframe.

4.4 Reservations outside the purchased scope (stylistic changes, new terminology preferences, new content, reformatting, additional review layers) are billable as new work.

4.5 **If the Client does not respond within 15 days, or uses the Deliverables, acceptance is deemed automatic.**

5. CLIENT RESPONSIBILITIES

The Client shall:

- Provide complete and accurate documentation and instructions
- Provide reference materials, style guides, and glossaries where applicable
- Respond to queries promptly
- Ensure they own or have rights to all provided materials
- Pay all fees in accordance with the Financial Terms
- The Client represents and warrants that it holds all necessary rights, licenses, authorizations, and permissions to provide Speclang with all documents, data, and materials submitted for the Services, and shall indemnify Speclang against any claims arising from unauthorized use of such materials.

Deliverables remain Speclang's property until full payment is received.

6. LIABILITY

6.1 Speclang is liable only for direct damages resulting from proven fault or negligence.

6.2 The Client may not base claims on the absence of any process step **not included in the purchased product**, including but not limited to:

- Second-review
- Proofreading
- Bilingual review

- SME review
- Terminology verification
- Regulatory review
- Desktop publishing
- Layout recreation
- Any other advanced process step

6.3 Speclang is not liable for:

- Indirect or consequential damages
- Loss of profits or business interruption
- Delays due to force majeure
- Errors resulting from Client materials, omissions, or late instructions
- Client modifications to Deliverables after delivery

6.4 Maximum liability is capped at the amount paid for the relevant order, up to a maximum of **USD 5,000** (or equivalent).

7. FORCE MAJEURE

Neither Party is liable for delays or failures caused by events beyond reasonable control (e.g., natural disasters, power outages, cyberattacks). Obligations are suspended during the force majeure period.

8. FINANCIAL TERMS

8.1 Pricing

Prices depend on service type, variants, document size, and industry. Taxes apply according to Mexican law.

8.2 Payment

Unless otherwise agreed:

- Payment is due **in full** before work begins.
- Invoice issues must be notified within **7 days**.

8.3 Late Payment

Late payments bear:

- **2% interest per month**, or
- The maximum permitted by applicable law, whichever is lower. Speclang may also recover reasonable collection costs.

8.4 Offsetting

The Client may not unilaterally offset payments unless a credit note is issued by Speclang.

8.5 Discount Combinations

Unless expressly stated otherwise in writing, discounts, promotional codes, credit packs, and special offers cannot be combined. Only one discount or promotional benefit may be applied per order. Speclang reserves the right to determine which discount is most appropriate if multiple discounts appear to apply.

8.6 Withholding of Deliverables

Speclang may suspend, delay, or withhold the delivery of any Deliverables if payment has not been received in accordance with the agreed payment terms.

9. CONFIDENTIALITY (NDA FUNCTIONALITY)

9.1 These confidentiality obligations **constitute a binding non-disclosure agreement** between the Parties.

9.2 All Client materials and information, including documents sent for translation, are treated as **strictly confidential**, regardless of content type.

9.3 Speclang may disclose Client materials only to:

- Internal staff;
- External linguists or subcontractors under **written confidentiality agreements** containing obligations **at least as strict** as these terms.

9.4 Confidentiality does not apply to publicly available information or disclosures required by law.

9.5 Obligations remain in force during the commercial relationship and for **five (5) years** after termination.

9.6 No Use of Consumer Tools: Speclang does not use consumer-grade, public, or free AI or machine translation services for any client materials. Only professional or enterprise tools with contractual confidentiality protections are used, ensuring that no client materials are stored, reused, or used for system training. This guarantees that all processing occurs in secure environments aligned with these confidentiality obligations.

10. INTELLECTUAL PROPERTY

10.1 The Client retains ownership of all material submitted.

10.2 After **full payment**, Speclang assigns worldwide economic rights to the Deliverables to the Client, subject to moral rights and third-party rights.

10.3 Speclang may retain and reuse general know-how acquired while performing the Services.

10.4 Each Party warrants they hold rights to the materials they provide.

11. PERSONAL DATA

11.1 Each Party processes personal data of representatives as a separate data controller under applicable law.

11.2 Documents containing personal data should only be sent if strictly necessary. The Client warrants it has legal grounds to transmit such data.

11.3 Speclang will process personal data only for performing the Services and according to the **Speclang Privacy Notice** (separate document).

12. PUBLICITY

Speclang may list the Client as a reference **only with prior written consent**.

13. SUBCONTRACTING

Speclang may subcontract Services. Speclang remains fully responsible for performance and ensures subcontractors are bound by confidentiality and professional obligations.

13.1 Machine Translation Post-Editing (MTPE)

For the execution of MTPE Services, Speclang may use secure machine translation engines operated under enterprise-grade confidentiality terms. Only professional or enterprise versions of such systems are used, ensuring that submitted content is processed in encrypted form, is not stored beyond the processing session, is not used for system training, and is not accessible to unauthorized parties.

MT output is used exclusively as a draft to be post-edited by Speclang linguists. MTPE does not replace human judgment, and all deliverables undergo human review as defined in the purchased service level. By ordering MTPE Services, the Client authorizes Speclang to process the provided materials through such secure MT engines solely for the purpose of generating initial translation output to be edited by qualified linguists.

14. NON-SOLICITATION

Neither Party may solicit or hire the other Party's representatives involved in the Services for **24 months**. Violation results in a **USD 5,000** compensation.

15. TRANSFER

Neither Party may transfer this Agreement without prior written consent, except transfers to affiliates or in connection with mergers/acquisitions.

16. COMMUNICATIONS

General communications may be sent by email. Formal notices may require registered mail if mandated by law.

17. VALIDITY

Invalidity of one clause does not affect the rest. Parties may agree on a replacement clause where necessary.

18. NON-WAIVER

Failure to enforce any right does not constitute a waiver.

19. DURATION

These Terms apply from the date of the first order and remain in force until all obligations are completed.

20. GOVERNING LAW & JURISDICTION

This Agreement is governed by **Mexican law**, excluding the CISG. Disputes shall first be handled amicably. Failing resolution within 30 days, disputes fall under the **exclusive jurisdiction of the courts of Mexico**.