

GENERAL TERMS AND CONDITIONS

1. APPLICATION

1.1 These general terms and conditions apply to all services provided by Linguaiuris ("Linguaiuris" or "we"). Deviations from these terms and conditions require our consent in writing. We reserve the right to amend these terms and conditions and the amendment will automatically become effective through our posting of the new terms and conditions on our website www.linguaiuris.com

1.2 The Code of Conduct applicable to members of the Spanish Bar Association also applies to the legal services provided by Linguaiuris.

1.3 The Professional Guidelines according to Proz.com also applies to the language services provided by Linguaiuris.

2. CONTRACTUAL RELATIONSHIP

2.1 Linguaiuris is a one-man business operated by Charlotte Maria Andersson. The contract engaging our services is a contract between the client and Charlotte Maria Andersson, Linguaiuris, Paseo de las Delicias 1, 41001 Sevilla, Spain.

3. OUR SERVICES

3.1 Our services and advice are tailored only to the circumstances, facts and instructions presented to us in the particular engagement. Accordingly, you may not rely on our services or advice in any other matter or for any other purpose than the purpose for which the service or advice was given.

3.2 Our services include only advice regarding Spanish and Swedish law. Based on our general experience we may express a view on legal issues in other jurisdictions. We do so however only to share our experience and our expressions do not constitute advice that you may rely on and hence we do not assume any responsibility for such expressions. However, at your request, we would be pleased to assist you in obtaining advice from other lawyers in the relevant jurisdictions.

3.3 If we instruct, engage or work together with other advisers, any such advisor shall be considered to be independent of us. Consequently, we assume no responsibility or liability for advice given or work carried out by other advisers or for recommending them. We do not accept responsibility for fees or expenses charged by such advisers, whether these are paid by us and charged to you as disbursements or whether they are forwarded to you for payment.

4. CLIENT IDENTIFICATION, PERSONAL DATA

4.1 In certain matters, applicable legislation requires us to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the engagement, before our work can commence. We may therefore ask you to provide us with, among other things, evidence of your identity and/or the identity of any other person involved in the matter on your behalf and, in the case of legal entities, evidence of the identity of the individuals having the ultimate control over the legal entity. We are also obliged to verify the information provided to us, and for this purpose we may

obtain information from external sources. We will retain all documentation and information that we have obtained in conjunction with these checks.

4.2 We are also required to inform suspicions of money laundering or financing of terrorism to the relevant police authority. We are prevented to disclose to you that we have suspicions or that we have informed the police authorities or that we are considering doing so. In case of any suspicions of money laundering or financing of terrorism, we are obliged to decline or withdraw from the engagement. We cannot be held liable for any loss or damage suffered by you as a consequence of our compliance with the obligations set out in clauses 4.1 – 4.2.

4.3 The founder of Linguaiuris, Charlotte Maria Andersson, is a controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. By engaging us you accept that we handle your personal data for the purposes set out in these terms and conditions and also to carry out the engagement.

5. LIMITATION OF LIABILITY

5.1 In addition to the further limitations of liability set out in these terms and conditions or otherwise agreed between you and Linguaiuris, we take only responsibility for our professional services, and we are only liable for damage caused as a consequence of our error or negligence in providing our professional services, however our liability is always limited to the maximum amount which our professional liability insurance pays out in order to cover our liability in such situation. Thus, we can never be held responsible for cause of damage or amounts that are not covered by our professional liability insurance.

5.2 We maintain a market practice professional liability insurance for our language services, in addition to the Spanish Bar Association's compulsory liability insurance for our legal services.

5.3 We shall not be liable for any loss or damage suffered as a result of the use by you of our work products or advice in any other matter, context or for any other purpose than for which it was given. We shall not have any liability for a loss or damage suffered by any third party through the use by a third party or by you of our work products or advice.

5.4 Unless specifically agreed, we will not accept any liability arising from failure to meet any target date or from failure to complete any part of work for you within a proposed time scale or if, due to events beyond our control, we are unable to start or continue work on a matter.

5.5 We shall not be liable for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

5.6 If, for any reason, you are dissatisfied with our services and wish to submit a complaint or claim, you should notify Linguaiuris as soon as possible. Any complaint or claim shall be submitted in writing accompanied by particulars of the alleged error or negligence and the damage caused to you as a result thereof. In no event shall we be

liable for any complaint or claim made later than twelve months after the date the last invoice in the matter was issued from Linguaiuris.

6. FEES, INVOICING

6.1 We endeavour to provide legal services at attractive fee rates and we are always willing to discuss our fees with you. Upon request, we will provide you with an estimate at the outset of a matter and, depending on the nature of the matter, we may also agree upon a budget or another fee arrangement. All fees are exclusive of value added tax. Our fees always accord with the rules of the Spanish Bar Association.

6.2 In addition to our fees, disbursements for travel and other expenses may be charged. Although we normally pay limited expenses on your behalf and charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

6.3 Unless we agree otherwise, we will send you invoices on a monthly basis. Unless otherwise agreed, payment of invoices is due within 30 days of the invoice date. In certain cases, we may request an advance payment. The final total amount of our fees and expenses for the engagement may be more or less than the amount of the advance payment. If less, the surplus will be repaid to you.

6.4 If an invoice is not paid, interest on the balance owing will be charged at an interest rate determined by Spanish law.

6.5 In litigation and arbitration, the losing party can be ordered to pay the costs (including legal fees) of the winning party. Irrespective of whether you should be the winning or losing party you must pay our fees for services provided and expenses incurred in representing you in litigation or arbitration. If our fees and expenses are to be financed by making use of a legal costs and expenses insurance you must still pay our fees and expenses to the extent they exceed whatever is paid out under the insurance.

7. REPORTING TO AUTHORITIES

7.1 We may be required by mandatory law to provide information to the tax authorities on the VAT number of our clients and to report on other information to authorities. By engaging us you are deemed to have consented to that we fulfil such reporting obligation.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The copyright and any other intellectual property rights in all work products that we generate for clients vest in us. However you have the right to use such work products for the purposes for which they were provided.

8.2 Linguaiuris is a registered trademark owned by Charlotte Maria Andersson.

9. CONFIDENTIALITY

9.1 We observe confidentiality in accordance with the Code of Conduct. In certain cases, as demanded under the Code of Conduct or law, we may be obliged to disclose information.

10. CONFLICTS OF INTEREST

10.1 It is crucial for us to be able to represent each of our clients without any conflicts of interest in relation to any other of our clients. In this respect, it is important that you at the outset of and during the course of our engagement provide us with any information that you believe may be pertinent to establish whether any actual or potential conflicts of interest exists.

11. COMMUNICATIONS

11.1 Our communication is transmitted e.g. through e-mail or the Internet. However we do not assume any responsibility for security risks or failures of these means of communication. Accordingly, you should follow up important e-mails by telephone.

12. DOCUMENT RETENTION

12.1 Our file management is mostly digital and the documents are primarily stored and archived in electronic form only. Original documents belonging to you are normally returned to you when the matter has terminated. We will keep a copy of such documents. Hence, unless otherwise agreed, we are not required to store your original documents.

12.2 All documents and work products accumulated or generated in a matter will be archived for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than required by law or under the Code of Conduct.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 These terms and conditions and all issues regarding them or any matter on which we have advised you are governed by and will be construed in accordance with Spanish substantive law. Any dispute, controversy or claim arising out of or in connection thereof shall be finally settled by the courts of the domicile of the defendant.

14. DICLAIMER

14.1 Information presented on this website is only general information provided solely for informational purposes and should not be used as professional legal advice with respect to individual issues. We work continually on the website and are committed to always providing a flawless, complete and updated website. Nonetheless, technical errors, outdated information or typographical errors may result in misleading information. Use of the information is therefore made at your own risk and you should personally verify the accuracy and completeness of the information on www.linguaiuris.com.

14.2 We assume no responsibility and disclaim all liability whatsoever in relation to, or in connection with, the use of this website or material contained thereon. Links to other websites are provided for the sake of convenience. We assume no responsibility for material on, or the function of, these websites and also disclaims any liability for loss/damage arising as a result of the use of these websites.