



Vendor Services

Terms and Conditions



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I. DEFINED TERMS (DEFINITIONS)

1. **Access Link** – an active link directing to the particular Service, which enables the Business Partner and other Users, to use such particular Service after the registration.
2. **Agreement** – a contract concluded between XTRF and Business Partner or between XTRF and Vendor (if applicable), the object of which is provision of Services by XTRF.
3. **Business Partner** – a physical person or legal person (corporation) or an organizational unit that is not legal person but has legal capacity, conducting business activity in accordance with applicable law, who is using the Services as a result of the conclusion of the Agreement for the purpose of management of the Project or for other Project management associated purposes.
4. **Business Partner's Customer** – a customer of the Business Partner who has access to the Services based on the Agreement between the Business Partner and XTRF.
5. **Confidential Information** – has the meaning provided for in paragraph VII below.
6. **Data Processing Terms** – terms under which XTRF processes and administers personal data, available at: https://legal.xtrf.io/XTRF_DataProcessingTerms.pdf.
7. **Documents** – these Vendor Terms and other terms and conditions applicable to Services, certain service descriptions, pricing information, User guides, as amended from time to time.
8. **Login** – e-mail address or other unique way of identifying the User.
9. **General Terms or General T&C's or General Terms and Conditions** – a separate Document containing terms and conditions for cooperation for XTRF's Business Partners.
10. **Home Portal** – is the main portal in XTRF's TMS Service where Business Partner may manage various aspects of their business activity, in particular but not limited to all aspects of translation or localization.
11. **OnCloud Account** – the account created by the Business Partner for invited Users (including Vendors) for the purpose of use of the OnCloud Services.
12. **OnCloud Services** – the Services provided by XTRF in an on cloud form, delivered in a Software as a Service (SaaS) model, which are available to the Users.
13. **OnCloud Terms** – terms and conditions applicable to OnCloud Services.



14. **Project/Projects** – a translation or localization or other type of project of the Business Partner performed for Business Partner's own purposes or for Business Partner's Customers within which Vendor or Vendors render their services to Business Partners.
15. **Service or Services** – any and all services provided using products of XTRF by XTRF to the Users.
16. **Sourcing Service** – has the meaning ascribed to it in paragraph V below.
17. **TMS Service** – "Translation Management System" (TMS) is the main service of XTRF consisting of an end-to-end translation management system helping Business Partners to manage translation and localization or other workflows.
18. **User or Users** – any individual person who is using the Services of XTRF, including Business Partner or Vendor.
19. **XTRF** – XTRF Management Systems Spółka Akcyjna (Joint Stock Company) with its registered seat in Krakow, Poland at the address: Walerego Sławka 5 Street, 30-633 Krakow, VAT no: 679-304-51-69, entered into the register of entrepreneurs at the National Court Register by the District Court for Krakow-Downtown under the number (KRS): 735467 with share capital of 188.700,00 PLN paid in full, which can be contacted as info@xtrf.eu.
20. **Vendor** – an individual person or a legal entity conducting business activities who performs or potentially may perform the translation, proofreading, desktop publishing (DTP) or other activity for the Business Partner and by invitation of the Business Partners uses Services for performance of particular Project or otherwise uses Services.
21. **Vendor Portal** – is a portal in XTRF's TMS Service which is created for Vendors cooperating with a particular Business Partner in that Business Partner's Projects.
22. **Website** – any web page located at: www.xtrf.eu.

II. PURPOSE OF THESE VENDOR TERMS

1. These Vendor Terms contain the terms and conditions of your use of certain OnCloud Services of XTRF. In case XTRF provides to you its Services by electronic means within the meaning of the Polish act of 18th July 2002 on providing services by electronic means (restated text in Journal of Laws of 2020, position 344), these Vendor Terms constitute terms of electronic service in the understanding of article 8 of the above act.



2. These Vendor Terms apply to you if you are XTRF's Vendor as defined above. In case you are also XTRF's Business Partner within the meaning of the General Terms and Conditions (for XTRF Business Partners), different terms and conditions will apply. In case you act towards XTRF in different capacities, depending on your role in the project to which the Services are applied, these Vendor Terms apply to you in your capacity as a Vendor, if and when XTRF presents these Vendor Terms to you. If you are acting in a different capacity, respective terms will apply to the extent you act in such capacity.
3. Apart from these Vendor Terms, other conditions will also apply to your relation with XTRF. These other conditions will vary, depending on what particular Services of XTRF you are using.
4. In any matter not regulated specifically in the other terms and conditions for the particular Service, these Vendor Terms shall apply.
5. In case any matter is specifically regulated in other terms and conditions in a different manner than in these Vendor Terms, such other terms and conditions will take precedence with respect to such particular matter.
6. In the light of the above, the following documents will apply to your cooperation with XTRF:
 - 7.1. Vendor Terms;
 - 7.2. OnCloud Terms;
 - 7.3. terms and conditions for particular Services or for particular aspects of Services of XTRF, in particular Data Processing Terms.

To the extent there are differences between Vendor Terms, OnCloud Terms or terms and conditions for particular Services, with respect to specific issues, the more specific document for particular Service shall take precedence.

III. TECHNICAL REQUIREMENTS

1. Technical requirements for using XTRF's Services are described in terms of such particular Service.



IV. ACCESS TO SERVICES

1. As a Vendor, you may access the Services of XTRF:
 - 1.1. either by virtue of invitation of XTRF's Business Partner;
 - 1.2. or by your own request for access to the Services of XTRF, in particular by downloading an mobile or computer application of XTRF or accessing a Service through the Vendor Portal.
2. In order to access and use Services of XTRF you will need to have an OnCloud Account with XTRF. You may set up an OnCloud Account when registering for the first time for Services of XTRF or have an OnCloud Account created for you by the Business Partner when being invited to XTRF Services for the first time.
3. When accessing a particular Service of XTRF for the first time, you might be required to accept terms and conditions pertaining to that particular Service.
4. In case you are acting, as a Vendor, as a part of the Project of the Business Partner, you acknowledge that your access and scope of use of the TMS Service for that given Project is determined by the Agreement between XTRF and that Business Partner. In such instances, you, as a Vendor, have no direct claims towards XTRF with respect to matters such as operation of the Services, filing complaints or others. In such instances XTRF grants you access to Services only within the limits applicable to particular Business Partner.
5. In case you, as a Vendor, are using Services as a part of Project of a Business Partner of XTRF, you acknowledge that XTRF may in situations provided for in the General Terms, suspend or terminate Services for a particular Business Partner which may also affect your access to Services within a given Project.
6. XTRF has the right to:
 - a. inform Vendors about the new functionalities of the Services;
 - b. inform Vendors about new Services;
 - c. send important notifications related to the Services;
 - d. obtain Vendors' opinion and level of satisfaction regarding use of the Services;
 - e. change the properties and functionalities of the Services which are offered On Cloud;



- f. enter into direct contact with Users for the purpose of protection of XTRF's rights, in particular intellectual property rights, as well as for the purpose of assessment of performance of XTRF's services, their opinion and level of satisfaction regarding use of the Services, and for marketing purposes subject to obtaining consent of such Users if it is legally required and subject to the Data Processing Terms; Data Processing Terms of XTRF describe in more detail the purposes for which XTRF processes data of Users.

V. SOURCING SERVICE

1. As one of its Services, XTRF offers the Vendor possibility to be introduced to XTRF Business Partners, in particular the translation offices or corporate localization department as a subcontractor for the purpose of a Project.
2. By using XTRF Sourcing Services the Vendor's services may be offered to the wide circle of future (potential) clients to perform the Project.
3. **Introduction of Vendor's services.** Vendor acknowledges and agrees that his contact details, in particular all data entered during the registration process, will be used by XTRF for the purpose of introducing his services to other Business Partners for the purpose of performing the Projects.
4. **Use of collected data.** Vendor acknowledges and agrees, that XTRF may store the data collected during performance of the Projects in particular related to performed services, specialisation, rates, deadlines or any information describing your capabilities as a Vendor, for the purpose of preparation of an offer of the Vendor's Services for the future Projects.
5. **XTRF responsibility.** Vendor acknowledges and agrees that XTRF is not liable for the final decision of the Business Partner on acceptance of the services and particular terms offered by the Vendor.

VI. INTELLECTUAL PROPERTY

1. As a Vendor you acknowledge that XTRF name, graphic logo, names of products, trade names, designs, pictures, graphics, the Website, layout, interface and program codes of Services of XTRF, its algorithms, user manuals, FAQ's, texts, software, audio, video



materials, including but not limited to any tutorials, Documents, contents of XTRF's knowledge base portal, constitute contractually protected Intellectual Property.

2. Intellectual Property described above in point 1 is subject to contractual protection as agreed upon herein, irrespective whether particular items qualify as objects of property rights or other objects of legal protection under applicable patent, trademark, copyright or other laws.
3. The below obligations are vested upon you, as a Vendor, as contractual obligations, independently from any claims or rights that XTRF may resort to under applicable law. However, below contractual obligations do not preclude XTRF from seeking statutory protection under applicable law, in particular, on basis of copyright, trademark registration or design or patent application or other property right.
4. As a Vendor for the duration of your use of Services of XTRF you shall refrain from using the above listed Intellectual Property for your own purposes, different from using Services of XTRF in accordance with their ordinary, agreed upon purpose. In particular as a Vendor you shall refrain from copying XTRF's Intellectual Property in its entirety or part. After end of your entire cooperation with XTRF, regardless of the reasons and modes of termination of the cooperation, you are bound to refrain from using Intellectual Property for your own purposes or the period of 10 (ten) years calculated from the end of the calendar year in which your cooperation with XTRF ended. The above does not exclude your obligations under applicable law which are not limited in time not to violate Intellectual Property of XTRF.
5. As a Vendor you are responsible for not disseminating the results of your analysis of the operations, ideas and principles on which the Services of XTRF are based.
6. As a Vendor you are responsible for making sure that unauthorized persons do not have access to Services of XTRF, in particular for the purpose of analyzing the ideas and principles on which the Services of XTRF are based.
7. In case of any legally allowable decompilation or multiplication of codes of XTRF programs, it cannot be used in order to analyze the ideas, operations and principles on which the Services of XTRF are based. Information obtained during above actions cannot be passed to third persons or otherwise disseminated.

VII. CONFIDENTIALITY

1. Communications that you receive from XTRF, mode of operation, functions, modules, technical solutions used in the Services, or other data, information or materials provided to you by XTRF concerning the technical, organizational and financial aspects



of operations of XTRF, economic or technical plans, pricing, user manuals, blueprints, strategy documents, audio, video materials, including but not limited to any tutorials are to be considered Confidential Information.

2. Confidential Information of XTRF is protected regardless of the form in which it has been disclosed to you (e-mail, written documents, telephone conversation, other communicators, on-line, by access and use of XTRF Services).
3. For avoidance of doubt, you acknowledge that these Vendor Terms in sufficient manner manifest to you XTRF's intent to keep Confidential Information as trade secrets of XTRF. XTRF may explicitly mark some of its documents as "confidential", which does not however mean that materials not marked as such cease to be considered Confidential Information.
4. You acknowledge that XTRF discloses to you the above Confidential Information in order to provide you with access to Services. Therefore the Confidential Information cannot be used outside the above purpose, in particular it can be used only for the utilization of Services in accordance with their ordinary, agreed upon purpose. Confidential Information cannot be used for any other purpose or disseminated in any manner or passed to third persons, in other circumstances than explicitly allowed under these Vendor Terms.
5. In case you are required to disclose the Confidential Information by law applicable to you, you are required to give prior e-mail notice to XTRF, providing the extent and description of Confidential Information that has to be disclosed along with indication and description of laws under which you are required to disclose Confidential Information.
6. XTRF does publish some of its information on-line, in its knowledge base or otherwise, or on its Website. However, the fact that some of the information (meaning: parts of information) may be publicly available does not mean that such information in its entirety or in conjunction with other information ceases to be Confidential Information. Only the part of the information that has been publicly made available within the discretion of XTRF ceases to be treated as Confidential Information.
7. By virtue of these Vendor Terms you are obligated to refrain from using Confidential Information for your own purposes or disseminating them for the whole duration of your use of Services of XTRF. After end of your entire cooperation with XTRF, regardless of the reasons and modes of termination of the cooperation, you are bound to keep Confidential Information a secret and not to use them for your own purposes or disseminate the Confidential Information for the period of 10 (ten) years calculated from the end of the calendar year in which your cooperation with XTRF ended. In case of doubt, you may enquire with XTRF whether a given material still constitutes Confidential Information and may disclose it after obtaining a written consent to do so.



8. After termination, withdrawal, cancelation or any other end of your cooperation with XTRF, you shall return to XTRF any Confidential Information that you are in possession of.
9. The above obligations are vested upon you, as a Vendor, as contractual obligations, independently from any claims or rights that XTRF may resort to under applicable law. Above contractual obligations do not preclude XTRF from seeking statutory protection under applicable law, in particular trade secrets laws or unfair competition laws.
10. In case of breach of this provision, XTRF – as soon as it learns of it – shall notify you by e-mail, setting a 7 (seven) days period for cure. In case you do not cure the breach or when XTRF could not have been expected to await curing the breach (e.g. because the breach cannot be repaired, the leaked information already reached its competitors, etc.), XTRF may immediately terminate cooperation with you or use any other available remedy, such as apply for injunctive relief or damages.

VIII. PERSONAL DATA PROTECTION

1. For information on processing of personal data please refer to XTRF's Data Processing Terms available at: iod@xtrf.eu.

IX. COMPLAINTS

1. Terms pertaining to particular Service contain provisions concerning handling of complaints regarding that Service, to the extent certain Service is provided directly to Vendors and not merely as a part of Services of the Business Partners.

X. MISCELLANEOUS

1. These Vendor Terms are available at:
https://legal.xtrf.io/Chat_GeneralTermsAndConditions_for_Vendors.pdf.
2. In case these Vendor Terms or any other Documents are in conflict with any mandatory binding provisions of law, such laws shall take precedence over the part of Documents that is in conflict with such laws. The remaining part of the Vendor Terms and the



Documents shall remain in force. Moreover, if any term or condition of the Agreement along with the Vendor Terms is found to be invalid, illegal or unenforceable, all other terms and conditions of the Agreement along with the Vendor Terms shall remain unaffected and in full legal force and in effect. The Parties agree to replace, to the extent permitted by the applicable legislation, such an individual term or condition by a provision of the same or similar effect or meaning or having as close as possible the same economic purpose initially pursued by the Parties through such individual term or condition.

3. The Vendor Terms are available solely in English, as is all binding communication held between the XTRF and Vendor. It concerns every print, video, audio or other materials.
4. The rights and obligations indicated in the Agreement, Vendor Terms and other Documents may not be transferred by you, as a Vendor, to any other party without prior written consent of the XTRF under the pain of being declared null and void.
5. Entire Agreement, all Documents, Vendor Terms and any other terms, documents and communications between you and XTRF, are governed by the laws of the Republic of Poland. Polish law shall apply to conclusion, interpretation, assessment of validity, performance, remedies, effects of termination in any form of the above Documents, and also to any other contractual, tort, unfair competition matter connected to them or resulting therefrom between you and XTRF.
6. All disputes associated with, resulting from, connected with, arising from or which may potentially arise from the Agreement, all Documents, the Purchase Order, Vendor Terms and any other terms, documents and communications between you and XTRF, including contractual, tort, unfair competition disputes, are subject to exclusive jurisdiction of the courts of Republic of Poland. The competent court in the Republic of Poland for all such disputes is the court of the seat of XTRF.
7. From time to time XTRF may introduce changes in these Vendor Terms and other particular terms and conditions. Such changes will apply to your future relations with XTRF as a Vendor as of the moment of incorporation of the new terms. The changes become incorporated if you do not file a notice of termination to success@xtrf.eu within 14 (fourteen) days as of XTRF's notice of changes. After you file a notice of termination, your Agreement with XTRF terminates with a 3-months notice period during which the Agreement remains in force in unaltered form.
8. Please also take into account that XTRF may introduce changes in the terms of its cooperation with the Business Partner's which may affect your access to Services when they are provided as a part of the Business Partner's Project.