

General terms and conditions

For Capio Live Interpreters application

Date: February 07, 2020

General:

Capio Live Interpreters BV (hereinafter referred to as: Capio) provides high quality service to its customers.

The Capio app is designed to support remote consecutive interpreting with audio and video. Consecutive interpreting: Applicants pause after they have said a couple of sentences. The interpreter then translates what is said.

Interpreters:

- Interpreters work according the most recent Capio code of conduct for interpreters and have read and accepted the content of the disclaimer and the privacy statement and the general terms and conditions of Capio.
- The applicant who requests the interpreter support in the conversation is titled as 'Capio customer' and determines the moment the conversation starts, other participants join the conversation and the moment the conversation ends.
- Interpreters can refuse or cancel an appointment themselves. Capio systems inform the customer instantly to schedule a new appointment with you or to find another interpreter. Please don't cancel an appointment within 24 hours before the intended start. Note: Cancelling an appointment to late, cancelling your appointments regularly and even no-shows are registered and might lead to measures or charging you for reimbursement of costs.
- Time settings or time displayed in appointments are the responsibility of the interpreter.
- Interpreters work in a quiet work environment suitable for their work.
- The interpreters themselves bear full responsibility for their work, working circumstances and translations.
- The interpreter guarantees the confidentiality, with regard to the conversation itself, the conversation content and the participants of the conversation.
- The interpreter guarantees the privacy of the conversation participants.
- Capio reserves the right to exclude interpreters from its services, systems and applications without giving any reason.

Customers:

- With your registration you admit that you have read and accepted the disclaimer, the privacy statement and the general terms and conditions of Capio.
- The initiative for starting an appointment or conversation with an interpreter lies with the customer. It is up to the customer for how long interpreter supports, interpreters and others cannot derive any rights from this.
- Time settings or time displayed in appointments are the responsibility of the customer.
- Cancellation of an appointment must be made at least 24 hours prior to the appointment. Failure to comply with a planned appointment or without (timely) notification of cancellation gives Capio the right to charge you up to 100% of the reserved time x interpreting rate, depending on the moment of cancellation. In the case of a clear 'over-reservation' of the time for an appointment (the blocked

time in the agenda of an interpreter is more than longer than you actually use interpreter support and also longer than the standard margins within Capiro), Capiro is entitled to these costs to charge up to 100%.

- Capiro reserves the right to charge for the interpreter support immediately after the call.
- Delay in your payment will result in a temporary deactivation of our interpreter services till the open payment(s) are successfully completed.
- As customer / applicant / invitee you respect the privacy of your interlocutors and the interpreter, as well as the confidentiality of the conversation.
- Capiro reserves the right to exclude customers from its services, systems and applications without giving a reason.

Overview of remuneration and payment:

- The electronic accounting / data processing of Capiro is, unless written evidence to the contrary, as proof.
- Capiro reimburses the interpreter when the customer has paid and therefore reserves the right to pay part of the monthly bill of interpreters.
- Capiro reserves the right to charge the customer for interpreter support immediately after the call.
- Delay in customer payment will result in a temporary deactivation of our interpreter services as a customer till the open payment(s) are successfully completed.

Updates and new releases Capiro-app and/or software:

In case of an update or new release Capiro automatically sends her customers and interpreters a notification. If necessary a new instruction manual will be available on the website.

Privacy statement:

- Capiro handles carefully the personal details of interpreters and customers. The data and information might be used to execute agreements, to carry out a financial administration and to inform customers and interpreters about the Capiro services. Capiro can contact a customer directly to check the service. In addition, data and information might be used in the context of handling complaints or requests for service. Capiro does not collect and process substantive data or information directly from discussions and conversations.
- The interpreter guarantees the privacy of the conversation participants.
- The interpreter guarantees the confidentiality, with regard to the conversation itself, the conversation content and the participants of the conversation.
- As customer / applicant you respect the privacy of your interlocutors and the interpreter, as well as the confidentiality of the conversation.

Liability and effort commitments of Capiro:

- Capiro accepts no liability for the connection failure, the connection quality, or the unexpected loss of the connection.
- The electronic accounting and data processing of Capiro is, unless written evidence to the contrary, as proof.
- Capiro is not responsible and not liable for setting up the conversations, the conversation times, the call duration and the conversation content, as well as the

content and communication about assignments between the client and the interpreter.

- Capiro is not involved in the interpreter selection process by the customer. Capiro is also not involved in determining the hourly rate of the interpreter and not in the price considerations of its customers.
- Prior to an appointment scheduled by the customer between a customer and an interpreter, Capiro remembers them by e-mail to the appointment. By sending the e-mail in memory of the appointment, Capiro has met its best efforts obligation.
- Misunderstandings in time settings or time displayed in appointments is not the liability of Capiro.
- Capiro will set up its systems in such a way that they function properly under normal circumstances and that a stable connection of acceptable quality will be reached and maintained.
- Capiro wishes to make and keep its applications available for a multitude of operating systems and browsers, but no obligations derives from this goal.
- Capiro does everything within its power to make available sufficient interpreters for customers in the language combinations. Capiro accepts no responsibility or liability for the non-availability of interpreters in language combination and / or specializations.
- Capiro reserves the right to exclude interpreters and customers from its services, systems and applications without giving a reason.

Other aspects:

Dutch law applies to all services, transactions and collaborations.

Your experiences are welcome:

Capiro always develops and therefore your experiences and remarks are welcome. Please send your experiences and/or remarks to info@capiolive.com.

For more information about Capiro Live Interpreters BV, please refer to: www.capioliveinterpreters.com.

Capiro Live Interpreters BV
www.capioliveinterpreters.com
Netherlands

Dutch Chamber of Commerce: 61982709
Dutch VAT-number: NL854578742B01