TECH LINGUIST
Sole Proprietorship Franck BENDE
9, Rue Saint-Désiré
39000 Lons-le-Saunier
SIRET : 791 122 336
tech.linguist@outlook.fr
+33 6.46.28.75.65

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES (Incorporating the Privacy Policy)

Last updated date: 24/10/2025

ARTICLE 1: SCOPE OF APPLICATION

These General Terms and Conditions of Sale and Services (GTCSS) apply to any service provision supplied by TECH LINGUIST, hereinafter referred to as "the Service Provider", to any client, hereinafter referred to as "the Client", without restriction or reservation. They govern the services of:

- * Artificial intelligence (AI) assisted translation.
- * Creation of scripts and algorithms using AI.
- * AI-assisted data analysis.

ARTICLE 2: SERVICE PROVIDER'S OBLIGATIONS & AI LIMITATIONS

- **2.1.** The Service Provider undertakes to perform its services diligently and professionally, using state-of-the-art artificial intelligence tools, complemented by human supervision.
- **2.2.** AI Transparency and Warranty Limitation:
- * The Client expressly acknowledges and accepts that the services involve AI systems which, although high-performing, may produce errors, inaccuracies, or biases.
- * The Service Provider does not guarantee 100% accuracy, completeness, or relevance of the AI-generated outputs.
- * For sensitive documents (legal, medical, technical), the Client is advised to have the results verified by a human expert. The Service Provider declines all responsibility for any direct or indirect damages resulting from the unchecked use of the deliverables.
 - * The services are provided "as is".

ARTICLE 3: PRIVACY POLICY AND DATA PROTECTION (GDPR)

- **3.1.** Data Collection and Use: The Service Provider collects only the data strictly necessary for the execution of the order (source files, contact information). They are in no case used for marketing purposes without explicit consent.
- **3.2.** Security and Hosting:
 - * The Client's data is encrypted during its transfer and storage.
- * It is hosted exclusively on secure servers located within the European Union, in accordance with the GDPR.
- **3.3.** Non-Reuse for Model Training: Unlike many AI services, TECH LINGUIST guarantees that the data and documents provided by the Client are in no case reused to train, improve, or refine its AI models or those of third parties. Each project is treated in an isolated and confidential manner.
- **3.4.** Retention Period: The Client's data is retained for the period strictly necessary for the performance of the service and for legal obligations (invoicing), and for a maximum of 12 months after the end of the contractual relationship, unless the Client requests otherwise.
- **3.5**. Client's Rights: In accordance with the GDPR, the Client has a right of access, rectification, opposition, and erasure of their data. For any request, contact: tech.linguist@outlook.fr.

ARTICLE 4: INTELLECTUAL PROPERTY

- **4.1.** The Client guarantees that it holds the rights to the source documents provided.
- **4.2.** The Service Provider remains the holder of the rights to its tools, algorithms, and AI models.
- **4.3.** Regarding the deliverables (translations, scripts, analyses): The Service Provider assigns to the Client, upon full payment of the invoice, the intellectual property rights pertaining to the design and finalization work performed. The Client obtains a perpetual and exclusive license of use on the generated content.

ARTICLE 5: PRICES, QUOTATIONS AND PAYMENT

- **5.1.** Prices are communicated by prior quotation. The quotation accepted by the Client constitutes a firm order.
- **5.2.** Payment is due upon delivery of the services, unless otherwise agreed and stated in the quotation. Payments are made by bank transfer or other agreed means.
- **5.3.** Any delay in payment will result in the application of penalties calculated based on the legal interest rate.

ARTICLE 6: LIABILITY AND FORCE MAJEURE

- **6.1.** The Service Provider's liability is expressly limited to the ex-tax amount of the order that caused the damage.
- **6.2.** The Service Provider cannot be held liable in case of delay or non-performance due to an event of force majeure (network failure, major cyberattack, etc.).

ARTICLE 7: DISPUTES AND APPLICABLE LAW

- 7.1. These GTCSS are governed by French law.
- **7.2.** In case of dispute, an amicable solution will be sought first. Failing that, the French courts shall have exclusive jurisdiction.

ARTICLE 8: ACCEPTANCE

Placing an order implies full and complete acceptance of these General Terms and Conditions of Sale and Services.

Done at Lons-le-Saunier, on 24/10/2025

For TECH LINGUIST, Franck BENDE