

Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, TRANSLATORS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES AND COUNTRIES. IN MANY COUNTRIES, TRANSLATORS MUST REGISTER AS SELF EMPLOYED BEFORE ACCEPTING REQUESTS FOR TRANSLATION. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. TranslatorS SHOULD REVIEW LOCAL LAWS BEFORE LISTING THEIR LANGUAGE SKILLS ON AIR TRANSLATOR.

TERMS OF SERVICE

You are contracting with Air Translator, Ltd. with respect to use of the Air Translator Site, Application or Services, and with respect to any payments or payouts from or to you conducted through the Application. If you reside in P.R. China, you are contracting with Air Translator (Beijing) Technology Ltd. with respect to use of the Air Translator Site, Application or Services, and with respect to any payments or payouts from or to you conducted through the Application. If you initially reside in the P.R.China and contract with Air Translator (Beijing) Technology Ltd. but subsequently change your residence to the rest of the world, you will contract with Air Translator Ltd. from the date on which your place of residence changes, and vice versa. (Air Translator, Ltd., Air Translator (Beijing) Technology Ltd. are each hereinafter referred to as "Air Translator", "we", "us", or "our").

Air Translator operates a mobile application and community marketplace ("Platform") that helps people form online translation relationships directly with one another, where they can find, list, and book translation services of any language around the world through our mobile application ("Services"). Air Translator refers to Air Translator Ltd. By using the Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application, Services, and all Collective Content, and constitute a binding legal agreement between you and Air Translator. Please also read carefully our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Application, and you should stop using the Platform and deactivate your account with Air Translator. You can find out more about how to deactivate you account via contacting our customer services. Failure to use the

Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH TRANSLATORS MAY CREATE Language Listings FOR LANGUAGES AND CUSTOMERS MAY LEARN ABOUT AND REQUEST TRANSLATION SERVICE DIRECTLY WITH THE TRANSLATOR. YOU UNDERSTAND AND AGREE THAT AIR TRANSLATOR IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN TRANSLATORS AND CUSTOMERS, NOR IS AIR TRANSLATOR A REAL TRANSLATION SERVICE PROVIDER, AGENT OR INSURER. AIR TRANSLATOR HAS NO CONTROL OVER THE CONDUCT OF TRANSLATORS, CUSTOMERS AND OTHER CUSTOMERS OF THE SITE, APPLICATION AND SERVICES OR ANY TRANSLATION SERVICE, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Key Terms

"Air Translator Content" means all Content that Air Translator makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"Translation Request Period" means the time period starting from the time when a translation service is requested by a Customer (as determined by Air Translator in its sole discretion), within which a Translator may decide whether to confirm or reject that request.

"Collective Content" means Member Content and Air Translator Content.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Customer" means a Member who requests from a Translator a translation service via the Application.

"Translator" means a Member who creates a Language Listing via the Application.

"Language Listing" means available languages that is listed by a Translator as capable for translation via the Application.

"Member" means a person who completes Air Translator's account registration process, including but not limited to Translators and Customers, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Language Listing or Member profile to be made available through the Application or Services.

"Tax" or **"Taxes"** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), fees that Translators may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Certain areas of the Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING the Application OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. IF YOU ACCEPT OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

Modification

Air Translator reserves the right, at its sole discretion, to modify the Application or to modify these Terms, including the Fees at any time and without prior notice. Once the new terms of the Agreement has been used in place of the previous ones, there would be no special notice, you are free to check the latest version in our Application or on our Website. If the modified Agreement is not acceptable to you, you are able to cease using the Services. By continuing to access or use the Application after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to stop using the Site, Application and Services.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Application by anyone under 18 is expressly prohibited. By accessing or using the Application you represent and warrant that you are 18 or older.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and requesting of languages and translations ("Translation service"). Such Translation service are included in Language Listings in the Application and Services by Translators. You may view Language Listings of Translators as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Translation service or create a Language Listing, you must register to create an Air Translator Account (defined below).

As stated above, Air Translator makes available an online platform or marketplace with related technology for Customers and Translators to communicate online and arrange for Translation service directly with each other. Air Translator is not an owner or operator of Translators or Translation service. Unless explicitly specified otherwise in the Air Translator platform, Air Translator's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment collection agent of each Translator for the purpose of accepting payments from Customers on behalf of the Translator.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE TRANSLATORS AND CUSTOMERS CONNECTING AND REQUISITION TRANSLATION SERVICE DIRECTLY WITH EACH OTHER. Air Translator CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY Language Listing, THE LEGALITY OR SUITABILITY OF ANY TRANSLATION SERVICE. AIR TRANSLATOR IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL Language Listings AND TRANSLATION Service. ACCORDINGLY, ANY RequestS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

Air Translator Account Registration

In order to access certain features of the Application, and to book a Translation service or create a Language Listing, you must register to create an account ("Air Translator Account") and become a Member. You may register to join the Services directly via the Application or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook and WeChat; each such account, a "Third-Party Account"), via our Application, as described below. As part of the functionality of the Application and Services, you may link your Air Translator Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Air Translator through the Application; or (ii) allowing Air Translator to access your Third-Party Account, as permitted under the applicable terms and

conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Air Translator and/or grant Air Translator access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Air Translator to pay any fees or making Air Translator subject to any usage limitations imposed by such third-party service providers. By granting Air Translator access to any Third-Party Accounts, you understand that Air Translator will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your Air Translator Account and Air Translator Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Air Translator Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Air Translator's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Air Translator makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Air Translator is not responsible for any SNS Content.

Your Air Translator Account and your Air Translator Account profile page will be created for your use of the Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Air Translator Customer Account and one (1) Translator Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Air Translator reserves the right to suspend or terminate your Air Translator Account and your access to the Application and Services if you create more than one (1) Air Translator Customer or Translator Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, abusive, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Air Translator Account, whether or not you have authorised such activities or actions. You will immediately notify Air Translator of any unauthorised use of your Air Translator Account.

Language Listings

As a Translator, you may create Language Listings. To create a Language Listing, you will be asked to add languages which you are fluent in speaking and reading while you are filling your profile information, including, but not limited to, the proof of fluency in such language(s) and the price per minute you would like to list. In order to be featured in Language result page in the Application you need to provide an official language certificate or proofing documents for the language(s), including, but not limited to, higher education graduation certificate, you listed. Translators will be grouped into two tiers according to the language ability. You acknowledge and agree that the minimum price per minute for Verified Language is £0.20 and £0.35 for Verified Local Experience. The minimum translation duration is 5 minutes. Customers will be able to request your Translation service via the Application based upon the information provided in your Listing. You understand and agree that once a Customer makes a request of your Translation service, you may not request the Customer to pay a higher price per minute than in the booking request.

You acknowledge and agree that you alone are responsible for any and all Language Listings and Member Content you post. Accordingly, you represent and warrant that any Language Listing you post and the request of a Translation service in a Language Listing you post (i) will not breach any agreements you have entered into with any third parties, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Translation service you post, and (b) not conflict with the rights of third parties. Please note that Air Translator assumes no responsibility for a Translator's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Air Translator reserves the right, at any time and without prior notice, to remove or disable access to any Language Listing for any reason, including Language Listings that Air Translator, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Air Translator's then-current Policies and Community Guidelines, or otherwise harmful to the Application.

If you are a Translator, you understand and agree that Air Translator does not act as an insurer or as your contracting agent. If a Customer requests your Translation service and uses your Translation service, any agreement you enter into with such Customer is between you and the Customer and Air Translator is not a party to it. Notwithstanding the foregoing, Air Translator Payments serves as the limited authorised payment collection agent of the Translator for the purpose of accepting, on behalf of the Translator, payments from Customers of such amounts stipulated by the Translator (including other fees and/or Taxes).

If you are a Translator, Air Translator asks Customers to leave a message available to you to help you to make informed decisions or preparation before you accept or start the Translation. You acknowledge and agree that, as a Translator, you are responsible for your own communications, acts and omissions and are also responsible for the communications, acts and omissions of any individuals who are at or are otherwise present at the Translation service at your request or invitation, excluding the Customer (and the individuals the Customer invites to the Translation service, if applicable.)

Air Translator will verify language certificates and proofing documents of the Translator. Once your documents have been proved true or verified, a badge will be made available to you to include in your Language listing profile bearing the words "Air Translator verified language certificate" or similar wording ("Verified Language Skills"). The image and your personal information will not be disclosed to other Members using the Application. You agree that you alone are responsible for ensuring that your Language Listing is accurately represented in the verified language certificates and you warrant that you will cease to use the Verified Badges if such certificates or documents cease to accurately represent your Language Listing. All materials and content constitute Air Translator Content.

No Endorsement

Air Translator does not endorse any Member or any Translation service. You understand that Verified language certificates are intended only to indicate a professional representation of the Translation service listed by the Translator. Verified language certificates are therefore not an endorsement by Air Translator of any Member or any Translation service. Members are required by these Terms to provide accurate information, and although Air Translator may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Application or Services to a Member being "verified" only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Air Translator about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to use a translation service of a Translator or to accept a request from a Customer, or to have any other interaction with any other Member. We

are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Air Translator with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members within the Application regarding any requests or Language Listings made by you. This limitation shall not apply to any claim by a Translator against Air Translator regarding the remittance of payments received from a Customer by Air Translator on behalf of a Translator, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Payment

Key definitions

"Translation Fees" means the amounts that are due and payable by a Customer in exchange for that Translation service. The Translator alone, and not Air Translator, is responsible for the Translation Fees for his or her Language Listing. The Translator may in his or her sole discretion decide to set price per minute as permitted on the Air Translator platform, or (ii) Taxes that the Translator determines that he or she has to collect.

"Minimum Translation Duration" means the minimum time of translation that is the same in all cases. Minimum Translation Duration with Air Translator is 5 minutes.

"Booking Request Period" means the maximum time before a translation request automatically expires. Maximum Booking Request Period is 3 minutes.

"Minimum Translation Fees" is calculated as the Translator's rate per minute * Minimum Translation Duration. If a Translation session lasts less than the Minimum Translation Duration the Customer will still be charged the full Minimum Fee.

"Translator Fees" means the fee that Air Translator Total Fees a Translator for the use of the Services, which is calculated as a percentage of the applicable Translation Fees. The Translator Fees will be displayed to the Translator when the Translator signs up with Air Translator app, and is 20% of the each Translation Fee.

"Total Fees" means collectively the Translation Fees plus any Taxes.

AS BETWEEN YOU AND AIR TRANSLATOR, AIR TRANSLATOR RESERVES THE RIGHT TO ESTABLISH, REMOVE AND/OR REVISE MINIMUM TRANSLATION DURATION, BOOKING REQUEST PERIOD, AND TOTAL FEES FOR ANY OR ALL SERVICES OR GOODS OBTAINED THROUGH THE USE OF THE SERVICES AT ANY TIME IN AIR TRANSLATOR'S SOLE DISCRETION.

Bookings and Payment for Translators and Customers

As a Customer you understand that use of the Services may result in Total Fees (Total Fees) to you for the services or goods you receive from a Third Party Provider (the Translator). After you have received services or goods obtained through your use of the Services, Air Translator will facilitate your payment of the applicable Total Fees on behalf of the Third Party Provider as disclosed payment collection agent for the Third Party Provider. Payment of the Total Fees in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Total Fees will be inclusive of applicable taxes where required by law. Total Fees paid by you are final and non-refundable, unless otherwise determined by Air Translator. Air Translator will respond accordingly to any request from a Third Party Provider to modify the Total Fees for a particular service or good. You retain the right to request lower Total Fees from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Air Translator will respond accordingly to any request from a Third Party Provider to modify the Total Fees for a particular service or good.

All Total Fees are due immediately at the end of the translation session and payment will be facilitated as soon as practicable by Air Translator using the preferred payment method designated in your Account, after which Air Translator will send you a receipt by either email or in relevant third-party account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Air Translator may, as the Third Party Provider's disclosed payment collection agent, use a secondary payment method in your Account, if available.

Air Translator may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Total Fees applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's acceptance, in which case you will not be charged a cancellation fee.

If you are a Translator and a booking is requested for your Translation via the Application, you will be required to either confirm or reject the booking request within the Booking Request Period, otherwise the booking request will automatically expire. When a booking is requested via the Application, we will share with you (i) the first and last name of the Customer who has requested the booking, and (ii) if the Customer and Translator have both connected their Air Translator accounts to SNS, the names of any members of an SNS with whom you are "friends" or associated on the SNS if such

individuals are also "friends" or associated with the Customer on such SNS. When you confirm a booking requested by a Customer, Air Translator will send you a push notification via the Application confirming such booking.

Bookings and Payment for Customers

The Translators, not Air Translator, are solely responsible for honouring any confirmed bookings and making available any Translations reserved through the Site, Application and Services. If you, as a Customer, choose to enter into a transaction with a Translator for the booking of an Translation, you agree and understand that you will be required to enter into an agreement with the Translator and you agree to accept any terms, conditions, rules and restrictions associated with such Translation imposed by the Translator. You acknowledge and agree that you, and not Air Translator, will be responsible for performing the obligations of any such agreements, that Air Translator is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Air Translator disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Air Translator is not a party to the agreement between you and the Translator,

The Total Fees payable will be displayed to a Customer after the translation session terminates. As noted above, the Translator is required to either confirm or reject the booking request within the Booking Request Period; otherwise, the requested booking will be automatically cancelled.

You as a Customer agree to pay Air Translator for the Total Fees for any booking requested in connection with your Air Translator Account if such requested bookings are confirmed by the applicable Translator. Please note that Air Translator cannot control any fees that may be charged to a Customer by his or her bank related to Air Translator's collection of the Total Fees, and Air Translator disclaims all liability in this regard.

In connection with your requested booking, you agree to pay the Translator for any confirmed bookings made in connection with your Air Translator Account in accordance with these Terms by one of the methods described on Application, including, but not limited to, by PayPal, credit card, and Alipay. You hereby authorise the collection of such amounts by charging the credit card provided, via a third-party online payment processor or by one of the payment methods described on the Application, after the end of the translation session. Please review such terms and conditions and privacy policy before using the services.

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Cancellations

If, as a Customer, you wish to cancel a confirmed booking made via the Application, either prior to or after starting the Translation session, the cancellation policy of the Translator will apply to such cancellation. When a Translator has accepted your request, you can use the Application to cancel your request. If the time from when the Translator accepted your request is more than 3 minute and you have not responded to the translator, your request will automatically be cancelled, and no cancellation fee will occur. After both the Customer and the Translator confirmed the start of the Translation session, you will be charged by the price per minute set by the Translator for the duration of your session same as a normal translation session. Cancellation made less than the Minimum Translation Duration will be charged for the rate of the Minimum Translation Duration.

If a Translator cancels a confirmed booking made via the Application, no fee will occur. The Customer will need to start a new search of Translator. If the Customer requests a translation session from one of the alternative Translator and the Translator confirms the Customer's requested booking, then the Customer agrees to pay Air Translator the Total Fees relating to the confirmed booking for the Translation session in accordance with these Terms. If a Translator cancelled a confirmed booking and you, as a Customer, have not received an notification or other communication from Air Translator; Or if you were incorrectly charged a cancellation fee, please contact Air Translator.

Air Translator may determine, in its sole discretion, to refund to the Customer part or all of the amounts charged to the Customer in accordance with the Customer Refund Policy. You agree that Air Translator and the relevant Customer or Translator will not have any liability for such cancellations or refunds.

Minimum Translation Quality Standards, Translator Responsibilities and Reimbursement to Customers.

If you are a Translator, you are responsible for ensuring that the Languages you list on your profile meet minimum quality standards regarding accuracy, fluency, responsiveness, and confidentiality.

If you are a Translator, and if (i) Air Translator determines that a Customer has suffered an translation issue related to Translation session provided by you and (ii) Air Translator either reimburses that Customer any amount up to the amount paid by the Customer through the Application for the Translation session or provides an alternative Translator to the Customer, you agree to reimburse Air Translator up to the amount paid by Air Translator within 7 days of Air Translator's request. All determinations of Air Translator with respect to the Customer Refund Policy, including without limitation the size of any refund to the Customer, shall be final and binding on the Customers and Translators. You also agree that in order for you to reimburse Air Translator up to the amount paid by Air Translator, Air Translator may off-set or reduce any amounts owed by Air Translator to you by this amount. If the Customer remains in the Translation session despite the translation issue, the Customer will receive a refund that will reduce the amount of the Translation Fees ultimately paid to you. If the Customer ends the Translation session and chose another Translator, you will not be responsible for additional costs incurred for the new Translation Session.

The rights of the Customers under the Customer Refund Policy supersede the cancellation policy established by a Translator. If you dispute the translation issue you may notify us in writing (in app or via customerservice@airtranslator.com) disputing the claims regarding the translation issue, provided you must have used reasonable and good faith efforts to try to remedy the translation issue with the Customer prior to disputing the translation issue claim. You agree that all determinations of Air Translator with respect to the translation issue shall be final and binding on the Customers and Translators regardless of your submission of a dispute against such translation issue. In the event of one or more translation issues, Air Translator, in its discretion, may elect to take additional actions. These actions include, but are not limited to, negatively affecting your listing ranking, automated reviews indicating translation issues, suspending or removing the listing of the Languages or imposing penalties or fees for the administrative burden associated with the translation issues.

Customer Refund Policy

If you experience a translation issue that prevents you from being able to complete a Translation session, and you are unable to resolve with your Translator, below are the Customer Refund Policy may be applied under certain circumstances.

Situations that may be eligible for a refund under this policy generally include the two categories below,

- The Translator fails to provide reasonable translation to the selected Language listing
- The Language Listing of the Translator is misrepresented (e.g. the wrong language listed)

Air Translator will either provide the Customer with a refund or use reasonable efforts to find and book you an alternative Translator for any unresolved translation request. The amount of any refund will depend on the nature of the translation issue suffered and the duration of the Translation session carried out.

Submit a valid claim for refund

To submit a valid claim for your request, the Customer is required to:

- Contact Air Translator's Customer Service within 24 hours of the end of the Translation session presenting screenshots or other evidence of the translation issue as part of the claim
- Be cooperative and responsive to our request for additional information
- Not have directly or indirectly caused the translation issue
- Have made reasonable effort to remedy the circumstances of the translation issue with the Translator prior to making a claim, including notifying your Translator the translation issue before the end of the Translation session on the Air Translator Application. We may ask for evidence or verify this in your account.

Taxes

Tax regulations may require us to collect appropriate tax information from our Translators, or to withhold taxes from payouts to Translators, or both. You as a Translator are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Translator fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Translator understand and agree that you are solely responsible for determining your applicable Tax reporting requirements. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Air Translator cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Translator, Air Translator may issue a valid VAT invoice to such Translator.

Foreign Currency

Air Translator's online platform facilitates bookings between Customers and Translators who may prefer to pay and to receive payments in different currencies,

which may require foreign currency conversions to accommodate these differing currency preferences. Air Translator platform allows users to view the price of Language Listings in GBP, the currencies available for users to make and receive payments depend on the third-party online payment processor, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. Currency conversion rates will vary from time to time.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application, Services or the Air Translator API to use, expose, or allow to be used or exposed, any Air Translator Content: (i) that is not publicly displayed by Air Translator in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is inconsistent with the Air Translator Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Air Translator's users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;

- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Air Translator Customer or Translator;
- offer, as a Translator, any Translation that you do not yourself perform;
- register for more than one Air Translator Customer Account and Translator Account, or register for an Air Translator Account on behalf of an individual other than yourself;
- contact a Translator for any purpose other than asking a question related to a booking, such as Translator's Translations or Language Listings;
- contact a Customer for any purpose other than asking a question related to a booking or such Customer's use of the Site, Application and Services;
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