

# Terms and Conditions of the AlphaPoints Reward Program

The AlphaPoints program has been set up to reward our clients for their loyalty. The program is operated by Alpha Translations Canada Inc..

The collection and redemption of points as well as the program in general are subject to the following terms and conditions:

## 1. Participation in the Program

### 1.1. Eligibility

Only natural persons can enrol in the AlphaPoints program.

### 1.2. Membership

Membership begins on the day on which a person registers and opens an AlphaPoints account. Each person can open only one account. Participants start collecting AlphaPoints with their company's first purchase order following registration. At the end of each month, an AlphaPoints account statement is prepared and sent to the client ("Participant"). Participation in the AlphaPoints program is at the discretion of Alpha Translations Canada Inc. There is no legal claim to enrolment. Alpha Translations Canada Inc. can refuse a request for enrolment without having to indicate a reason.

## 2. Points

### 2.1. General

The computational basis of AlphaPoints is points that are credited to the Participant's points account on a monthly basis. Points can be used only to such purposes as specifically set forth in these Terms and Conditions or other customer information. The points and the points account are non-transferrable and have no cash value, unless specifically agreed otherwise.

### 2.2. Account balance

Participants can request a current AlphaPoints account balance from Alpha Translations Canada Inc. at any time. In addition, each Participant who actively uses AlphaPoints to a certain extent will receive a monthly statement by e-mail. Alternatively, Alpha Translations Canada Inc. may, at its discretion, opt to only make the account information available online. Duplicate copies or replacements of account statements will not be provided. Complaints must be raised within two weeks following the receipt of the account statement or the date an account balance was first shown on the Participant's personal points account on the Internet. After this two week period, the account balance shown in the statement or on the Internet is deemed to have been accepted.

### 2.3. Collection of points

Points can be collection as of 01 June 2009. All orders must specify the AlphaPoints account number assigned to the Participant.

The number of points credited is based on the terms and conditions of the program as in effect from time to time. Subject to the provisions of articles 2.3.5 and 2.3.6, points will be credited to the Participant's account for each fully paid order placed with and carried out by Alpha Translations Canada Inc. The number of points credited depends on the order volume. Based on the monthly total order volume, the points are multiplied/divided by the class factor. AlphaPoints are valid only for the period stated in the AlphaPoints account balance.

#### **2.3.4 Other ways to collect points**

Other ways to collect points, along with the corresponding terms and conditions, will be announced from time to time via the Alpha Translations Canada Inc. communication channels.

#### **2.3.5 Exclusion of points credits**

Points are credited only if the corresponding order has been paid for in full. In case of a partial payment, only part of the points will be credited. Alpha Translations Canada Inc. reserves the right to exclude points credits for certain services subject to prior announcement through the Alpha Translations Canada Inc. communication channels.

#### **2.3.6 Credit procedure**

Points are credited automatically to a Participant's account. Points not recorded automatically can be credited to the Participant's account within 3 months following the provision of the service by Alpha Translations. In such case, Alpha Translations Canada Inc. will require all of the relevant documents (with invoice number and order date).

### **2.4. Redemption of points**

#### **2.4.1 General**

Participants can redeem their points for a reward if their account has the required points balance, subject to availability of the rewards in accordance with art. 2.4.3. The rewards offered and the required number of points will be announced through the respective Alpha Translations Canada Inc. communication channels from time to time.

#### **2.4.1 Other rewards**

Other rewards, their terms and conditions as well as additional ways to use AlphaPoints will be announced separately through the Alpha Translations Canada Inc. communication channels.

#### **2.4.2 Requesting a reward**

Participants can contact Alpha Translations Canada Inc. with their AlphaPoints account number to request a reward. Local circumstances (such as slower postal services) may require longer lead times. Details can be obtained from the Alpha Translations Canada Inc. service team. Other options for claiming rewards will be communicated separately through the Alpha Translations Canada Inc. communication channels. The reward request will be confirmed in writing, and the reward will be sent out as soon as all invoices, for which the AlphaPoints were credited, have been paid.

#### **2.4.3 Reward terms and conditions**

The availability of rewards can vary according to date, season and destination. Certain rewards may not be available at certain times. Rewards cannot be combined with certain services at reduced rates. Further information on the availability of rewards as

well as on any special conditions that may apply will be communicated along with such rewards through the Alpha Translations Canada Inc. communication channels.

#### **2.4.4 Reward articles**

Depending on the type of reward, it may be possible to return a reward against a service fee. Information on the return conditions and the amount of the service fee can be obtained from the Alpha Translations Canada Inc. service team. Lost or stolen reward articles can be replaced only against payment of a reasonable service fee if the conditions of the respective reward type so permit. Information on the terms and conditions of the various types of rewards can be requested from the Alpha Translations Canada Inc. service team. A service fee is not charged if the article got lost in the mail on its way from Alpha Translations Canada Inc. to the Participant, and the Participant has notified Alpha Translations Canada Inc. of the loss without delay, no later than 21 days after having requested the reward.

#### **2.4.5 Abuse**

The brokering of any purchase or sale of points or rewards, the transfer of points in breach of section 2.1, the unauthorized collection of points, as well as the unauthorized claiming of points, rewards or reward articles (altogether referred to hereinafter as "Abuse") are also prohibited. Alpha Translations Canada Inc. gift certificates or vouchers are deemed reward articles for the purpose of this art. 2.4.5. In the event of any Abuse, for which the Participant is responsible, Alpha Translations Canada Inc. reserves the right to cancel or revoke the reward articles or to refuse to issue or redeem a reward, notwithstanding the provisions in art. 3 below, and Alpha Translations Canada Inc.'s right to assert further claims against the Participant, including damages. In the event that rewards are claimed using improperly acquired points, Alpha Translations Canada Inc. reserves the right to claim damages in lieu of the amount of points required to claim the reward, if the points balance after deduction of the improperly acquired points is insufficient for the reward. The amount of damages per point is based on the selling price of the points for the highest scale value in effect at the time when the damaging event occurs. The applicable scale value will be communicated through the Alpha Translations Canada Inc. communication channels from time to time. Alpha Translations Canada Inc. reserves the right to do the same if the points account shows a negative balance in other cases of abuse or irregular conduct by the Participant. The Participant is free to prove that no damage or less damage was incurred.

#### **2.4.6 Sending rewards by express post**

In exceptional cases and upon consultation with the Alpha Translations Canada Inc. service team, reward articles can be requested sent out by express post against a service fee. Outside of Germany, shipment by express post may differ from the terms set out herein.

### **2.5. Expiration of points**

Any AlphaPoints not redeemed for a reward within the period stated in the AlphaPoints account balance, will automatically expire, unless Alpha Translations Canada Inc. has stated otherwise through its communication channels.

## **3. Termination, Changes or Breach**

### **3.1. Termination, Exclusion from participation**

Participants can cancel their participation in the program at any time by written notice. Alpha Translations Canada Inc. can terminate a Participant's participation in the program at two weeks' notice if there is no important cause. In case of an important cause, Alpha Translations Canada Inc. can exclude a participant from the program with immediate effect. An important cause exists in particular if a participant acts in serious breach of the AlphaPoints Terms and Conditions or other AlphaPoints rules communicated through the Alpha Translations Canada Inc. communication channels. The same applies in the event of any abuse pursuant to art. 2.4.5, as well as in case of major misrepresentations, harassing or damaging conduct vis-à-vis Alpha Translations Canada Inc. employees. The foregoing shall not affect any further rights or claims (especially claims for damages) of Alpha Translations Canada Inc. In the aforesaid cases, Alpha Translations Canada Inc. is further authorized to block the Participant's account. Alpha Translations Canada Inc. shall also be authorized to block an account if there are objective reasons to suspect the existence of an important cause. In such case, the account may be blocked for the period required to adequately investigate the situation. The Participant has no recourse in the event of his/her account being blocked. Once Alpha Translations Canada Inc. has terminated a Participant's enrolment, that Participant may not participate in AlphaPoints again. The unwinding of the relationship following termination shall be governed by these Terms and Conditions.

### **3.2. Validity of points in case of termination**

In case of ordinary termination by the Participant or Alpha Translations Canada Inc., the points shall remain valid for the remainder of the month in which the enrolment was cancelled, unless the points expire earlier in accordance with art. 2.5. In case of a termination for cause by Alpha Translations Canada Inc., the points will expire upon receipt of the notice of termination by the Participant.

### **3.3. Termination of the program**

Alpha Translations Canada Inc. reserves the right to cancel or replace the AlphaPoints program at any time and to give the Participants ordinary notice of termination. Such ordinary termination shall be governed *mutatis mutandis* by art. 3.1 and 3.2 above.

## **4. Miscellaneous**

### **4.1 Liability**

Liability for any losses or injuries suffered by Participants in connection with their participation in the "AlphaPoints" reward program and caused by Alpha Translations Canada Inc., a partner company or their respective agents shall be governed by the following provisions: In case of intent or gross negligence, or in case of a guarantee having been given, Alpha Translations Canada Inc.'s liability shall be unlimited. In case of ordinary negligence, Alpha Translations Canada Inc.'s liability shall also be unlimited if there is injury to life, limb or health. In case of a breach of essential contractual obligations due to ordinary negligence, Alpha Translations Canada Inc.'s liability shall be limited to any financial or property damage caused thereby up to

the amount of any predictable losses typically incurred. Any further liability for damages – other than related to claims under the product liability law – shall be excluded.

#### **4.2. Privacy**

Any personal data collected in connection with a Participant's enrolment and participation in the program will only be processed and used for the purpose of running the program.

#### **4.3. Changes to the program or its terms and conditions**

Alpha Translations Canada Inc. reserves the right to make changes or amendments to these Terms and Conditions, the rewards, the reward scales or other AlphaPoints program processes described in the program documentation, where such changes seem necessary and do not in good faith disadvantage the Participant. Participants cannot assert claims for damages against Alpha Translations Canada Inc. based on country-specific changes required by local law. Any changes or amendments to these Terms and Conditions will be communicated in text form. They shall be deemed approved if a Participant does not object in writing within one month of their communication. This consequence is pointed out specifically when a change or amendment is being announced. If a participant objects against a program change, his enrolment can be terminated by ordinary termination in accordance with art. 3.1 of the Program Terms and Conditions.

#### **4.4. Law, Venue**

This program is governed exclusively by Canadian law. Where a Participant does not have a general venue in Canada, jurisdiction shall lie with the courts of Alberta, Canada.

#### **4.5. Severability clause**

If one or several provisions of the above rules are fully or partially ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision will be deemed to have been replaced by a legally effective provision which, in its economic effect, most closely reflects the meaning and purpose of the ineffective provision. The same shall apply with respect to possible loopholes.