



General Terms and Conditions of Service

Multilingual Subtitling (from English to French)

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These General Terms and Conditions for the Provision of Services govern the contractual relationship between:

Fabien Soulier, a sole trader under French law, trading under the business name “Fabien S Traduction”, with registered address at 5 rue de la Jomayère, 42100 Saint-Étienne, France, and registered under SIREN number 880 094 768, hereinafter referred to as the “Service Provider”,

and any business client wishing to use the Service Provider’s subtitling services, hereinafter referred to as the “Client”.

Article 1. Purpose and Definitions

These General Terms and Conditions govern the relationship between the Service Provider and business clients with regard to the provision of audiovisual translation services, including multilingual subtitling of videos from English into French, hereinafter referred to as the “Services”.

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out below:

- **Service Provider:** means the business identified above which performs the Services in accordance with these General Terms and Conditions and the quotation accepted by the Client.
- **Client:** any natural or legal person acting in the course of professional activity and having ordered Services in accordance with these General Terms and Conditions.
- **End Client:** in the case of subcontracting, means the person or entity for whom the deliverables ordered by the Client are intended. The End Client is not a party to the contract concluded between the Client and the Service Provider. The Client is responsible for passing on the obligations provided for herein to the End Client and for ensuring that such obligations do not interfere with the proper performance of the Services.

Article 2. Orders, Contract and Acceptance

The Client acknowledges that, before placing an order, it has read and accepted these General Terms and Conditions without reservation by accepting the Service Provider’s quotation or offer. Such acceptance may be given by any means leaving a written record, including by returning a signed quotation, confirmation by email or any other written medium.

Any order placed implies the Client’s full and unreserved acceptance of these General Terms and Conditions, to the exclusion of any other document. These General Terms and Conditions are binding on the Client, and any contrary condition not expressly accepted by the Service Provider shall be unenforceable against it.

The contract formed between the Service Provider and the Client in relation to the Services consists of:

- this document setting out the General Terms and Conditions applicable to the Services;
- the specific terms, including the quotation, which specifies in particular the description of the Services, the identity of the Client and the agreed price.

The contract thus formed sets out all the parties' contractual obligations. By signing this contract, the Client waives the right to rely on any other Client document (general terms, purchase orders, etc.) in order to impose additional contractual obligations on the Service Provider, unless expressly accepted by the Service Provider.

Any contrary term or condition of the Client not expressly accepted by the Service Provider shall be unenforceable against it, even if communicated to it at a later date.

These General Terms and Conditions were originally drafted in French and apply to any Services performed by the Service Provider, regardless of the Client's place of establishment.

The failure of the Service Provider to rely, at any given time, on any provision hereof shall not be construed as a waiver of its right to rely on such provision at a later date.

Article 3. Orders and Quotations

3.1 Quotation

Each Client order shall be preceded by a free quotation issued by the Service Provider based on the videos provided and the information communicated by the Client. The quotation shall be sent by the Service Provider to the Client by email or any other appropriate electronic means and shall specify, in particular:

- The validity period of the quotation and the proposed terms.
- The purpose and characteristics of the Services.
- The videos to be translated and their duration in minutes.
- The language combination: from English (source language) into French (target language).
- The price of the Services, determined either on a flat-fee basis or according to the number of video minutes to be processed, as specified in the quotation.
- The delivery timeframe or date for the Services.
- The format of the deliverables, including subtitle files or videos with burnt-in subtitles, as requested by the Client.
- Any additional charges that may apply due to specific requests, such as urgent processing, particular technical subtitling requirements (format, burn-in, timecodes, etc.), or specific terminological research.

3.2 Acceptance of the Quotation

To place a binding order, the Client must accept the quotation as submitted, without modification, either by signing the quotation with the words "approved and accepted" or by replying by email to confirm acceptance. If such acceptance is not received, the Service Provider reserves the right not to commence the Services.

The delivery date will be confirmed by email upon receipt of the Client's acceptance of the quotation. Failing confirmation within the validity period stated in the quotation, or in any event within seven (7) days of its issuance, the quotation shall be deemed expired.

The Service Provider reserves the right, after notifying the Client, to increase the price of the Services and/or to modify the originally scheduled delivery date in the following cases:

1. If the Client modifies or adds videos to be subtitled after the quotation has been issued, the Service Provider may adjust the price according to the additional volume to be processed.
2. The absence of all or part of the videos required for the preparation of the quotation, or the issuance of a quotation based on approximate information provided by the Client.
3. The absence of clear instructions from the Client specifying the project objectives and any constraints relevant to the preparation of the quotation.

In the absence of the Client's express agreement to these new delivery and/or invoicing terms, the Service Provider reserves the right not to commence the Services.

Unless otherwise stated in the quotation, any service falling outside the scope of the standard Services (for example urgent processing, a specific subtitle format, video burn-in, or any specific adaptations requested by the Client, etc.) shall be charged to the Client.

Any decision to grant a discount or rebate shall remain at the sole discretion of the Service Provider and shall not give rise to any acquired right in respect of future Services.

Where no prior quotation has been issued, orders shall be placed by an exchange of emails and the Services shall be invoiced in accordance with the standard rate customarily applied by the Service Provider. Any acceptance by the Client of the delivery timeframe communicated by the Service Provider shall constitute an order.

3.3 Cancellation of an Order

In the event of cancellation by the Client of an order already in progress, for whatever reason, by written notice to the Service Provider, the work already performed shall be invoiced to the Client at one hundred per cent (100%), and the work remaining to be performed at fifty per cent (50%).

Article 4. Evidence

For the purposes of proving the existence of such acceptance of the quotation, the Client agrees to treat emails, copies and electronic records as equivalent to the original and to constitute conclusive evidence.

Article 5. Payment Terms

5.1 Deposit

Any order exceeding one thousand (1,000) euros excluding VAT shall require the payment of a thirty per cent (30%) deposit, unless otherwise specified in the quotation. The Services

shall not commence until the deposit has been received. The balance shall be payable in accordance with the terms set out in the quotation.

5.2 Payment Conditions

An invoice shall be issued and transmitted electronically for each Service. The Client agrees that the electronic invoice shall constitute the original invoice. Unless otherwise specified in the quotation, the full invoice amount shall be payable within thirty (30) days of the date of issue.

In the event of payment by bank transfer from abroad, all foreign exchange and bank charges shall be borne by the Client and may therefore give rise to either a fixed surcharge specified in the quotation or the full re-invoicing of such charges to the Client.

No discount for early payment shall be granted.

The deliverables resulting from the Services shall remain the property of the Service Provider until full payment has been received.

As these General Terms and Conditions constitute an agreement concluded between the Service Provider and the Client, payment for the Services shall not be made subject to the verification, approval or payment of any other party.

5.3 Late Payment

In the event of late payment, the Client shall be liable, without any prior notice being required, for late payment penalties calculated at the European Central Bank (ECB) refinancing rate plus ten (10) percentage points, in accordance with Article L. 441-10 of the French Commercial Code, from the first day following the payment due date. A fixed compensation of forty (40) euros for recovery costs shall also be due, in accordance with Article D. 441-5 of the French Commercial Code.

Under no circumstances may payments be suspended or set off without the prior written agreement of the Service Provider.

The Service Provider shall not accept any new orders from the Client until full payment of all sums due has been received.

Article 6. Performance of the Services

6.1 Performance Date

Subject to receipt by the Service Provider of all videos to be processed as part of the Services, the delivery and performance date shall be determined according to the Service Provider's workload and confirmed to the Client upon receipt of the Client's acceptance of the quotation.

The completion period or any other date stated in the quotation is indicative only, based on the information provided by the Client and the Service Provider's workload. Failure to comply with such timeframe shall not give rise to the Service Provider's liability, nor entitle the Client

to any penalties or compensation, except in the event of gross negligence that is clearly established.

6.2 Delivery

The subtitles shall be delivered by email in the format agreed between the Parties (subtitle file or burnt-in subtitles on video).

Any other transfer method or format must be expressly agreed between the Parties and may give rise to additional charges.

The Services shall be deemed completed upon dispatch by the Service Provider of the deliverables to the Client, or to the End Client at the Client's express request. This delivery shall, where applicable, trigger the issuance of the corresponding invoice.

For this purpose, the Client agrees to treat any email acknowledgement of receipt as proof of delivery.

6.3 Review and Corrections

The Client shall have ten (10) business days from receipt of the deliverables to notify the Service Provider in writing of any corrections or modifications. The Services include a maximum of two (2) rounds of corrections or revisions.

The Client acknowledges that the Services may include stylistic turns of phrase or wording specific to the Service Provider, which do not alter the meaning of the content and shall not be regarded as a lack of conformity.

After this period, the Services shall be deemed duly performed and no claim shall be accepted.

In the event of disagreement regarding certain aspects of the Services, the Service Provider reserves the right to carry out the necessary corrections in cooperation with the Client.

Unless otherwise agreed in writing, any correction or review beyond the two (2) rounds included in the Services shall be subject to additional charges, calculated on the basis of the volume of videos or the time required to carry out the Services.

Article 7. Obligations of the Service Provider

The Service Provider shall endeavour to perform the Services in accordance with the Client's instructions and with professional practices applicable to audiovisual subtitling. The Service Provider shall use its best efforts to take into account and incorporate into the Services any information provided by the Client (glossaries, abbreviations, specific style instructions, etc.).

The Service Provider disclaims all liability in the event of inconsistency, ambiguity or error in the content of the video provided, including in the source language (incomplete dialogue, errors in images or on-screen text, inaccuracies, ambiguities or omissions in the provided script, etc.).

The Client shall be solely responsible for the final verification of the subtitles and their proper display in its video, including their synchronization with the audio and visual content. The Service Provider shall not be held liable for any issues relating to the playback, timing or integration of the subtitles into the final video.

Article 8. Confidentiality (General)

The Service Provider undertakes to keep strictly confidential all information, documents, audiovisual content, scripts, files and data communicated by the Client in connection with the Services.

Such materials shall neither be disclosed to third parties nor used for any purpose other than the performance of the Services, except where required by law or where technically necessary for their performance.

This confidentiality obligation shall remain in force throughout the contractual relationship and for a period of five (5) years following its termination.

Article 9. Use of Technological Tools

The Service Provider may use third-party technological tools to assist with translation or subtitling, in accordance with the terms of use of such services and applicable confidentiality and data protection obligations.

The Service Provider shall remain solely responsible for the final quality, consistency and conformity of the deliverables.

No confidential data provided by the Client shall be used to train third-party models.

Article 10. Client Obligations

The Client undertakes to provide the Service Provider with all videos to be subtitled, as well as any information necessary for understanding the video content and the project and, where applicable, the specifications and any documentation useful for the performance of the Services.

If the Client fails to provide the videos and information required, the Service Provider shall not be held liable for any non-conformity or delay in the delivery of the Services.

The Client warrants that it holds all necessary rights in relation to the content, videos, scripts and materials provided to the Service Provider and warrants their lawfulness. The Client shall bear sole responsibility for any third-party claim relating to the content provided.

Article 11. Liability

The Service Provider shall be liable for any proven fault committed in the performance of the Services and undertakes, in this respect, to compensate the Client solely for direct damage caused to the Client.

Indirect damages, including in particular loss of business, reputational damage, etc., are excluded.

The total liability of the Service Provider, on any grounds whatsoever, shall be limited to the pre-tax amount actually paid by the Client for the relevant Services.

Under no circumstances shall the Service Provider be held liable for claims based on stylistic nuances. Such claims shall not be regarded as non-conformities justifying non-payment of the invoice.

In any event, the Service Provider shall not be held liable for any direct or indirect damage caused to the Client or to any third party as a result of force majeure or arising from the Client's responsibility, in particular in the event of incomplete or incorrect provision of the videos or information necessary for the performance of the Services.

The limitation of liability shall not apply in the event of gross negligence or wilful misconduct by the Service Provider.

Article 12. Force Majeure

Neither Party shall be held liable for any failure to perform its contractual obligations if such failure results from an event of Force Majeure within the meaning of Article 1218 of the French Civil Code.

The following shall in particular be regarded as Force Majeure events, without this list being exhaustive: natural disasters, fires, floods, labour disputes, widespread failures of telecommunications or electricity networks, unavailability of hosting services, cyberattacks, administrative or governmental decisions, or any event that is unforeseeable, irresistible and external to the Parties.

The Party invoking a Force Majeure event shall inform the other Party as soon as possible. Performance of the obligations shall be suspended for the duration of such event.

If the Force Majeure situation continues for more than thirty (30) days, either Party may terminate the contract without compensation.

Article 13. Data Security and Transfer

The Service Provider undertakes to maintain the confidentiality of any information brought to its attention before, during or after the performance of the Services. Files provided by the Client or produced in connection with the Services may be returned to the Client upon written request.

The Service Provider shall not be held liable for any interception or misappropriation of information during data transfer, in particular during transmission over the internet. Consequently, it is the Client's responsibility to inform the Service Provider, prior to or at the time of placing the order, of the transfer methods it wishes to have implemented in order to ensure the confidentiality of any sensitive information, including video files or associated documents.

Article 14. Personal Data Protection

In the performance of the Services, the Service Provider collects personal data relating to the Client (title, surname, first name, company name, postal address, telephone number and email address). Such data are used to send the Client quotations, invoices and information necessary for the performance of the Services and, where applicable, promotional communications relating to the services offered by the Service Provider. Where such data are used for direct marketing purposes, the Client shall have the right to object, free of charge and at any time, in particular by contacting the Service Provider at the email address provided below.

The data collected are subject to processing carried out by the Service Provider and are stored securely for the purposes of performing the Services under these General Terms and Conditions and complying with legal and regulatory obligations.

The data controller responsible for the processing and protection of personal data is Fabien Soulier – 5 rue de la Jomayère, 42100 Saint-Étienne, France – contact@fabiens-traduction.fr. Access to personal data is restricted to duly authorised persons and, where applicable, to processors involved for the purposes of the performance of the Services.

The information collected may, where applicable, be disclosed to a third party contractually engaged by the Service Provider for the performance of subcontracted tasks (hereinafter referred to as the “Processor”).

The Processor shall comply with these General Terms and Conditions. It is the Service Provider’s responsibility to ensure that the Processor provides sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing complies with the requirements of the General Data Protection Regulation.

In the event of a personal data breach likely to result in a risk to the rights and freedoms of data subjects, the Service Provider shall notify the CNIL of such breach within the time limits prescribed by the applicable regulations.

In accordance with French Act No. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties, as amended by Act No. 2004-801 of 6 August 2004, and Regulation (EU) 2016/679 (General Data Protection Regulation), the Client has the right to access, rectify, erase and port personal data relating to it, as well as the right to object, on legitimate grounds, to the processing of such data. These rights may be exercised by contacting the data controller at the postal or email address provided above and enclosing valid proof of identity.

For further information or in the event of a complaint, the Client may contact the French Data Protection Authority ([CNIL](https://www.cnil.fr)).

Personal data shall be retained for a period of five (5) years following the end of the contractual relationship. If, upon expiry of this period, no commercial relationship exists, the data shall be deleted from the Service Provider’s servers.

However, once the Client has placed an order, and even in the event of a request for account deletion, the Service Provider shall retain the personal data appearing on invoices and

quotations for a period of ten (10) years from their date of issue, in accordance with Article L.123-22 of the French Commercial Code.

Article 15. Intellectual Property

Before submitting a video or any associated document to the Service Provider for subtitling, the Client warrants that it holds all necessary rights thereto and undertakes to indemnify the Service Provider against any claim arising in this respect. The Client must be the author of the video or have obtained the prior written authorization of the copyright holder permitting its subtitling.

Failing this, the Service Provider shall under no circumstances be held liable if all or any part of the videos provided by the Client infringes any third-party intellectual property rights or any applicable law or regulation. The Client shall bear sole responsibility for any damages or financial consequences arising from its negligence.

The Client acknowledges that the translation, subtitling and adaptation produced by the Service Provider constitute an original work protected by copyright, of which the Service Provider is the exclusive owner. The placing of an order and the performance of the Services shall under no circumstances constitute an assignment of copyright in the subtitling or in any element created by the Service Provider, unless expressly agreed in writing in the quotation accepted by the Client.

Subject to full payment of all sums due, the Client shall be granted a non-exclusive right to use the deliverables for its own needs or for the project for which the Services were ordered, including, where applicable, its End Client or any broadcaster involved in the exploitation of the project, and strictly limited to the purpose set out in the accepted quotation and subject to the Service Provider's moral rights, including its right to be identified as the author of the work. This right of use does not constitute any assignment of copyright within the meaning of the French Intellectual Property Code and does not authorise any use of the deliverables beyond the contractually defined scope.

The Client shall refrain from using the subtitling or any element created by the Service Provider for the training of artificial intelligence models, the creation of databases intended for machine learning, or any autonomous use of the deliverables for the development or improvement of artificial intelligence systems, independently of the project for which the Services were ordered.

Any infringement of the Service Provider's intellectual property rights or breach of the provisions of this article shall constitute an infringement punishable under civil and criminal law and/or a contractual breach giving rise to the Client's liability.

Article 16. Governing Law and Jurisdiction

These General Terms and Conditions shall be governed by French law and interpreted accordingly.

In the event of any dispute relating to these General Terms and Conditions or to the Services provided by the Service Provider, the Parties shall first endeavour to reach an amicable settlement within thirty (30) days from written notification by one Party to the other.

Any dispute not resolved amicably within this period may be brought before the competent court having jurisdiction over the Service Provider's registered office in Saint-Étienne, subject to any mandatory rules of jurisdiction applicable.

This clause shall apply even in summary proceedings, in the event of incidental claims, multiple defendants or third-party proceedings, and regardless of the method or terms of payment.

In the event of any discrepancy in interpretation, the French version of these General Terms and Conditions shall prevail.

These General Terms and Conditions are drawn up in French. This English version is provided for informational purposes only. In the event of any translation into another language, the French version shall prevail.

General Terms and Conditions of Services last updated on 13 August 2026