



USE TERMS AND CONDITIONS OF THE CUCÚ SERVICE



The following Use Terms and Conditions regulate the use of technology tools within CUCÚ that require mandatory ACCEPTANCE in order to have access to the services.

SITE	https://cucu.us
MANAGED BY	CUCU LLC - EIN 85-2944039
CONTACT EMAIL	info@cucu.us
CUCÚ SERVICE	Digital platform that allows freelance interpreters and translators to offer their services and Users to choose the right freelancer for the job, as well as providing insights and information about the language services industry.

Updated Version on 10/10/2020

The acceptance of these terms and conditions establishes a non-exclusive use license of the technology tools within CUCÚ by the Users. The technology tools have a license in the current status and can be modified, replaced or excluded from CUCÚ at any moment, without prior notice. Respecting the conditions of these Use Terms and Conditions is essential for the legitimate use of these type of tools.

THE USER purposefully declares that he/she is aware and accepts these Terms and Conditions for CUCÚ including the personal data treatment policy and copyrights, that are a comprehensive part of these. The use of the technology tools within CUCÚ that are not in accordance with the following terms can result with the suspension or cancellation of the USER, consequently and immediately terminating the use license that existed previously comb as well as any other finds, as it is stated next.



Service and Technology Tools Provider

The technology tools contained within CUCÚ are provided for its use anywhere in the world, by CUCÚ LLC a Delaware Corporation registration number EIN 85 – 2944039, located at RAV ACCOUNTING SERVICES LLC 7873 NW 70TH AVENUE PARKLAND FL 33067, experts in the language services Industry strengthened by technology.



Definitions

Every time that the following expressions are used in these Terms and Conditions will have the following meanings:

- CUCÚ or CUCÚ PLATFORM: Digital platform that allows freelance language services professionals offer their services and the Users to choose the right



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language service freelancer that is right for the job, as well as providing insights and information around the language service industry.

- **CONTENT:** content is understood as the contents that are in the various digital formats (video, audio, text, software, etc.) Created by the USER or a third party from which the USER has received an exclusive authorization for its use and authorizes the treatment for the language service requested to CUCÚ and the LANGUAGE PROFESSIONAL hired.
- **USER:** Any person that has to access to the CUCÚ PLATFORM, is the Holder of the intellectual property rights of a CONTENT and that uses the technology tools within CUCÚ to facilitate the language service contracted.
- **LANGUAGE PROFESSIONAL:** is a person that has the necessary accreditations to provide a language service and that is registered in CUCÚ to offer their services.
- **BOOKED SERVICE:** feature that allows the user to Book the CUCÚ services as per the availability of the preferred language professional.
- **ON-DEMAND SERVICE:** is the service that allows the user to use the CUCÚ services at any moment, and with the language professional that is online.
- **CUCÚ SERVICES:** the Language Service that is online or in-person; and guidance about the language industry.



Database hosting and registration: <https://cucu.us> is hosted in AWS, and you will find all of the Personal Data management details in the Privacy Policy.



Navigation: to navigate in <https://cucu.us>, it's pages, apps, social media and other connected links, it will only be necessary to ACCEPT the Cookies notice linked to the Cookies Policy (by pressing the button), said policy is binding to the Privacy Policy, as well as the Notice and the Contract Terms.

If you wish, you can file a complaint at info@cucu.us.



Purpose of this website: <https://cucu.us>, Is made up of the various pages designed for commercial and informative purposes, that allows freelance language professionals to offer their services to the Users and for them to choose the right language professional for the job.



Acquired rights when you hire a CUCÚ Service and/or product a commercial relationship is created to which, you can receive communication about information news, commercial and/or promotional offers. However, you can always withdraw, access, rectify, suppress, challenge, limit and/or request the portability of your Data managed by CUCÚ sending an email to info@cucu.us



Storage and preservation of personal information: This website stores mainly personal information obtained at the moment of registration to create the



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User and assigning a personal password, the cookies and the information obtained in order to meet the services contracted, the direct storage is carried out through safe and unconventional supports, said information is confidentially managed by the CUCÚ team, that is, it is not foreseen that it will be given to any other third-party, all of the details can be found in the Personal Data Treatment Policy. However, it's important that you bear in mind that there are services that will be integrated to third party apps or third parties that stored data outside from where the services are being requested.



Non-Liability: CUCÚ cannot be held liable for the information that is submitted to other links, to other contents nor the links included in the search instruments, blog, courses, e-books, workbooks, videos or purchases of this website, because there's no effective knowledge that the activity or the information that is submitted or recommend stops from being legal. CUCÚ always acts in good faith, but it is humanely impossible to check links every time and every day, in anyways, if you find that said content is illegal, please inform the CUCÚ team by sending an email to info@cucu.us to suppress or disable the corresponding link. That will be the procedure in case of direct detection by the CUCÚ team.



Information about security: CUCÚ has made sure that the data and information that is stored is kept safe with the proper security and protection measures, through putting in place technical instruments available to avoid losses, wrongful use, tampering, non-authorized access or theft of personal data. However, in the case of hacking, CUCÚ will not be liable for damages of any nature, for the use of this site, it's apps, pages or links. CUCÚ has a proper basic protocol of action for its database and will always strive to act diligently.



Intellectual property: except for the rights and intellectual property of other authors, CUCÚ holds all of the rights over all of the creative elements that are displayed on the website: programs, resources, free events, tutorials, contents, Audiovisuals, guidelines, apps, pictures, copywriting, blog posts, names of the products, brand, emails, infographics, podcasts, videos, mockups, translations carried out online through CUCÚ and other author works originated under its administration, by the national and international intellectual property legislations, therefore any unauthorized use can be a breach of said laws. CUCÚ reserves the right to carry out the actions that are considered pertinent. CUCÚ does not authorize the replacement, exhibition nor modification (total or partial) of any content under its use, doesn't authorize the creation of derivative works (for instance, gifts or editing), as well as not authorizing the editing, use, distribution nor selling any of them. When contracting the services offered by CUCÚ access is granted to the development of the structured work



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process and to its own "know how" , thus, the structure as well as the " know how" of CUCÚ are developed under confidential clauses, this means that you will not be able to develop an identical activity to the one provided by CUCÚ nor will you be able to share with anyone else the way and structure that is conveyed to you; make sure to get the same certainty of the vendors to receive the same confidentiality during the work done on the service contracted.

All of the improvements and modifications, ideas and aggregates that you state over any content, CUCÚ Service, as well as all of the works that derive from them, are property of CUCÚ.

Starting from this moment you are obliged to communicate only and exclusively to CUCÚ all of the discoveries that you realize over its contents and the services (physical and/or digital) offered at <https://cucu.us>, the people affiliated, links and authorized apps, this applies to any work derived from CUCÚ's authorship. For that purpose, you can send an email to info@cucu.us with the subject improvement proposal and develop the proposal. With that not only you fulfilled the legality, but also, help out improve the quality of the services for your own experience and that the respect to CUCÚ is long lasting.

The publications in this website: posts, pictures, images, descriptions, redaction of all of the texts included in this website and blog, infographics, surveys, forms, tests are creations of CUCÚ who is the only one legally authorized to enjoy its use. If you wish to use it for commercial purposes any original creation contained in this website, send an email to info@cucu.us.



Personal use of downloadable and audiovisual material: the total or partial reproduction of downloadables is prohibited, as well as recording the audiovisual materials with any purpose. The user can if that's desirable record the translated session, but will not be able to commercialize it without the prior authorization of the translator or interpreter and CUCÚ LLC. The use of the material is strictly personal for the user that gets legal access to it, the dissemination, sale, resale, editing, distribution, public communication, transformation, incorporation to any system, digital transmission, mechanical or in any other way or mean is also prohibited for all of the downloadable materials.



Recommended citation: for the reasonable and legal use, which includes being inspired by the blog or magazine content, you shall cite CUCÚ. The omission of the citation, as well as the non-authorized commercial use, can open the possibility of filing the corresponding claim (legal and/or extra-legal). CUCÚ reserves all of its rights in this regard.



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Copy and Intellectual Property Rights of other authors: CUCÚ does not guarantee any right upon any patent, trademark rights, copyrights or confidential information, regarding the commercial or bibliographic references included in the products and services as part of CUCÚ, in any case, has performed an interpretation and a comprehensive collection of the information, that is duly referenced. If you consider that you have been harmed by any content in CUCÚ send an email to info@cucu.us



Exclusivity: The CUCÚ brand, it's logotype, design and mockups, are for the exclusive use of CUCÚ. The use of the brand, logotype and design is prohibited, as well as any piece that includes the image and intellectual property of CUCÚ for any purpose, without prior authorization in writing by CUCÚ LLC. CUCÚ LLC reserves all the rights for the image, author, Industrial Property, Intellectual Property that correspond, as well as those directly and indirectly linked to it.



PROHIBITED CONTENT:

It is completely prohibited to contract CUCÚ services for CONTENT that has any of the following topics or purposes:

- That are about firearms, controlled substances, illegal or any sort of toxic drugs; as well as any illicit substance and/or that requires, necessarily, a medical prescription for its consumption;
- Products obtained from third-parties, stolen or taken;
- Counterfeit or tampered products;
- Personal email lists or personal data bases;
- That breach the intimacy, honor, image, name or any other right of third-party personalities;
- Related to pedophilia, prostitution or alike, pornographic material that has nudes or sexual acts, or in any way obscene or against the morale and the good habits;
- That promote violence and/or discrimination because of race, sex, religion, nationality, sexual orientation or any other sort;
- That promotes the achievement of any type of result, of physical, mental or other type of natures, without proper scientific support and/or recognized by the competent bodies or authorities.
- That have music, images or videos in any format, when these are not duly authorized by the holder of the copyrights;
- That breach the third parties intellectual property rights, such as software, copyrights, patents, trademarks, models and industrial designs, specially the products that contain OEM, NFR software, copies and/or files of back-ups, license, academic programs and/or developed for an academic institution, or industrial secrets;



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- Products affected by any restriction in terms of its use, operation and transfer of domain or property;
- High risk potential of fraud, money laundering practices and funding of terrorism and illegal activities, considering the applicable standards and the recommendations by the national and international bodies on that matter;

It is worthwhile to highlight, that in spite of not performing any editorial control and/or review of the contents to be translated or interpreted, limiting to an analysis of conformity of the products in light of the Terms of Use, CUCÚ reserves the right of not accepting and/or excluding from its PLATFORM the contents that go against the applicable legislation, best practices before the consumers or that go against the company culture, being true that the non-registration of said contents does not generate any type of right, harm or detriment to the USERS.



GENERAL USER GUIDELINES:

Notwithstanding other standards contained in the hereto Use Terms and Conditions, the USER commits to **NOT:**

- (i) COPY, MODIFY, REPRODUCE, DISTRIBUTE, DOWNLOAD, STORE, BROADCAST, SELL, RESELL, PERFORM REVERSE ENGINEERING OR CREATE PRODUCTS DERIVATED FROM ANY CONTENT AVAILABLE IN CUCÚ;
- (ii) breach or try to breach any security measures in the CUCÚ PLATFORM or take advantage of any system inconsistency to obtain an advantage to him or herself or others, or causing losses to CUCÚ and/or third parties specially when accessing or trying to access any CUCÚ USER account, or even to obtain and disclose the CUCÚ USER password;
- (iii) Entering any false, inaccurate or incomplete information into CUCÚ;
- (iv) Manipulating the prices of the CUCÚ services;
- (v) Interfering with the transactions carried out amongst other USERS;
- (vi) Pretending to be another person or organization;
- (vii) Use SPAM or any other type of method of disclosure or inadequate collection, defamatory of illegal information to promote any CONTENT embedded in CUCÚ;
- (viii) Assault, slander, insult or defame other USERS and/or third parties.



CONFLICT REPORTING AND RESOLUTION MECHANISMS OF THE SCOPE OF THE SERVICES:

The hereto Use Terms and Conditions do not generate any partnership contract, mandate, collaboration, franchise, or work relationship between CUCÚ and the USER or between CUCÚ and the TRANSLATOR OR INTERPRETER. All conflicts will be solved by means of Arbitration pursuant of the rules established for that matter in Delaware.



MODIFICATIONS TO THE USE TERMS



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When modifications of the Use Terms and Conditions are performed and to the Personal Data Treatment Policies of CUCÚ, the USER will be informed through an email message or a publication in a highlighted spot at <https://cucu.us>. It is worthy to highlight that this Use Terms and Conditions are the agreement between the afore mentioned parties. To this extent, this instrument replaces all the prior proposals and understandings, and all the agreements, oral or written, that might exist between the parties. For that reason, CUCÚ reserves the right to modify the Use Terms and Conditions at any moment. After the proper communication of the changes to the Use Terms and Conditions, in accordance to the procedures before, in case that the USER continues to use the CUCÚ services will mean and be considered as the irrevocable and irrefragable consent and acceptance. Therefore, the user accepts the responsibility to check frequently the website <https://cucu.us>.



APPLICABLE LAW

For the service as well as the contractual relationship with the USERS, TRANSLATORS AND INTERPRETERS, are subject to the legislation in effect in Delaware.



CONDITIONS FOR THE CUCÚ SERVICES

When questions about the contracting arise, you can inquire for free, easily and permanently the following clear, understandable and unequivocal information of the services offered by CUCÚ:

1. The languages available for the contracting are: Spanish and English.
2. When you click the button that allows you to acquire the desired service, you will be redirected to the STRIPE payment service solution where you will need to provide the necessary data.
3. Once your order has been placed you will be redirected to the payment solution and payment method that you choose. By making the payment STRIPE can provide you access.
4. The services offered by CUCÚ can be procured by paying through STRIPE. Until STRIPE confirms the payment for your order then it will give you access to the service acquired, in the conditions requested in the booking or the availability requested.
5. If any doubts or failure that arises when trying to make the payment, please send an email to info@cucu.us with the subject **purchase inquiry/failure**. We will try to provide an answer as soon as possible.
6. When you acquire a service offered by CUCÚ, immediately or 24 hours later at the latest CUCÚ is notified of the payment, STRIPE will send you a confirmation of your purchase to the registered email,



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hence, it is keen that you make sure that your email and contact info has been registered correctly.

- 7. Please read carefully the following terms of contract, if you have any questions or need clarification write an email to info@cucu.us with the subject **questions/clarifications of the contract conditions**, the CUCÚ team will reply as soon as possible.

SITE	https://cucu.us
SELLER AND DATA	CUCU LLC with EIN 85-2944039
CONTACT EMAIL	info@cucu.us
TREATMENT	Your personal data is not granted to any third party and various apps are used such as: Stripe, Facebook, Instagram.....
PRESERVATION OF PURCHASE DOCUMENT	We will hold in our database for tax purposes during the pertinent legal period.
INDEMNATION	CUCU LLC is not responsible for the inconveniences that the USERS might have with the Translators and Interpreters. We are the platform that allows the contact and we facilitate the transaction.

BUYER:

Is the person of legal age, that acquires (buys) the service tendered by CUCÚ through STRIPE. Also accepts the hereto Terms and Conditions, the purchase is binding to the terms detailed at <https://stripe.com/es-us/privacy>

The buyer is the sole and exclusively responsible for providing at the moment of the purchase, the correct and up-to-date data that is requested. The correct registration of the USER'S data is imperative to grant access to the digital service acquired. By completing the purchase with the payment confirms that the buyer has knowledge and agrees with these Terms and Conditions. The purchase will show up in the account summary or the invoice of the credit card used with STRIPE.

Void of Purchase: If the BUYER has filed more than one reimbursement with STRIPE, the purchase cannot be approved.

Also, the purchase of a BUYER will be voided if breaching any of the clauses established in the Policies of the Service Clause. In any case, it will be CUCÚ and its team who at their own discretion can void a purchase.

In case of a purchase void for the reasons stated in the afore paragraphs, the BUYER will get an email describing the situation.

Personal Data Treatment: When the BUYER acquires any service offered by CUCÚ, his/her data will be managed according to the details specified in the Personal Data Treatment Policy.



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STRIPE: Is the payment gateway that CUCÚ has chosen to accept the payments, send transfers and manage the internet commercial activities by using the technology tools within STRIPE.

Price: Is the amount of money that is assigned to each one of the services offered by CUCÚ. Said amount will be visible in every step of the payment and at said moment STRIPE will add the VAT when it is necessary. Within the price set for each USER, there is a management fee included for CUCÚ LLC of \$5 USD for every transaction.



CONTRACTING OF TRANSLATORS AND INTERPRETERS

SITE	https://cucu.us
MANAGED BY	CUCU LLC con EIN 85-2944039
CONTACT EMAIL	info@cucu.us
CUCÚ SERVICE	Is a digital platform that allows freelance translators and interpreters to offer their services and the Users to choose the right translator or interpreter for the job, as well as offering information and guidance about the interpretation and translation industry.
EXCLUSION OF WORK RELATIONSHIP	There is no employment relationship between CUCU LLC and the translators or interpreters. CUCÚ is a platform made available for Translators and Interpreters to offer their services as freelancers. Each one of the TRANSLATORS OR INTERPRETERS are responsible for guaranteeing the quality of the services provided and solving any inconvenience that might arise with the USERS.
CUCÚ LLC INTERMEDIATION	At CUCÚ we strive to protect both parties so that the USER won't lose his/her money in case the service is not provided and the TRANSLATOR or INTERPRETER as well is not going to lose their payment if the service is properly provided to satisfaction.
PAYMENTS	To be able to offer the services, they will have an initial free standard membership, but can at the moment established by CUCÚ LLC have access to a Premium Membership that will have an annual or monthly fee associated. At the moment of processing the payment for the fees, a 10% value



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	<p>is deducted from the transaction value as a commission to CUCÚ LLC.</p> <p>Additionally, the conditions and policies of STRIPE https://stripe.com/es-us/privacy which is the payment gateway that CUCÚ has chosen to accept the payments, send transfers and manage the commercial activities on the internet through the technology tools within STRIPE.</p>
TAXES	<p>CUCU LLC is a USA incorporated business, for tax purposes the freelancers that are not USA residents need to fill out a W-8 form and the freelancers that are residents need to fill out a W-9 form.</p> <ol style="list-style-type: none">1. For the USA residents: It is stated that the income earned through the platform will be reported to the IRS by means of a 1099 Form.2. For the non-USA resident freelancers, they will be responsible for reporting any earnings or income to the tax authority of their country.
RESPONSIBILITY	<p>The TRANSLATOR or INTERPRETER is responsible for the truthfulness and the effectiveness of the data registered, answering to the deployments derived from the incorrectness of the data and information submitted during the registration. Therefore, it is essential that the TRANSLATOR or INTERPRETER maintains their records up to date at least every six months after registering.</p>



If you have any questions in regards to this document, the USER can get in touch through info@cucu.us, titling the message with the phrase "Use Terms and Conditions of the CUCÚ Service.