

GENERAL TERMS AND CONDITIONS

DEFINITIONS

E-COLET – is the registered trademark of S.C. E-COLETLOGISTIC SA, headquartered in Bucharest, Sos Bucuresti-Ploiesti no. 1A, Bucharest-Business Park, Building C, 1st floor, Sector 1, phone: 0312297189; e-mail: office.ecolet@alsendo.com, registered with the Trade Register under no. J2018014733407, having fiscal registration code RO39996844 and IBAN account RO16RNCB0072164434220001 opened at BCR Bank, BB Bucharest Sector 1 Branch.

SERVICE PROVIDER – is the registered trademark of S.C. E-COLETLOGISTIC SA, headquartered in Bucharest, Sos Bucuresti-Ploiesti no. 1A, Bucharest-Business Park, Building C, 1st floor, Sector 1, phone: 0312297189; e-mail: office.ecolet@alsendo.com, registered with the Trade Register under no. J2018014733407, having fiscal registration code RO39996844 and IBAN account RO16RNCB0072164434220001 opened at BCR Bank, BB Bucharest Sector 1 Branch.

BENEFICIARY – may be any natural person over the age of 16, or a legal entity that has or obtains access to CONTENT through any means of communication made available by S.C. E-COLETLOGISTIC SA, or under a usage agreement existing between S.C. E-COLETLOGISTIC SA and said person/entity, who requires the creation and use of an Account and places an Order.

USER – any natural person over the age of 16, or a legal entity registered on the Site, who, upon completing the Account creation process, has agreed to the site-specific clauses in the General Terms and Conditions section.

PARTNER – courier companies, transport activities and postal services.

ACCOUNT – the section of the Site consisting of an e-mail address and a password that allows the Beneficiary to submit an Order, and which contains information about the Beneficiary and the Beneficiary's history on the Site (Orders, tax invoices, etc.). The User is responsible for ensuring that all information entered during Account creation is correct, complete, and up to date.

SITE – the online platform hosted at the web address ecolet.ro and its subdomains.

ORDER – an electronic document serving as a form of communication between the Service Provider and the Beneficiary, through which the Beneficiary communicates to the Service Provider, via the Site, their intention to purchase Services from the Site.

SERVICES – the intermediation by the SERVICE PROVIDER of the services of its PARTNERS (courier companies, transport activities and postal services), namely the transport of goods packaged in envelopes, parcels, or pallets on international and national routes, to and from legal entities and natural persons. The transport of these goods, which belong to the BENEFICIARY or their clients, shall be carried out in accordance with the transport conditions established by the SERVICE PROVIDER'S PARTNERS, regarding the appropriate size, weight, content, and packaging.

CAMPAIGN – the action of commercially exposing a finite number of Services at a reduced, predefined price for a limited period of time set by the Service Provider.

CONTRACT – refers to the distance contract concluded between the Service Provider and the Beneficiary, without the simultaneous physical presence of both parties.

TERMS

The use of this site implies tacit acceptance of the terms and conditions of use set out below, which constitute the understanding (contract) between the parties.

As the author/owner/administrator of the website www.ecolet.ro, S.C. E-COLETLOGISTIC SA reserves the right to change and update at any time its content, as well as the Privacy Policy, Cookie Policy, and Terms and Conditions of Use, without prior notice. Therefore, please periodically visit this section to review the terms and conditions you have agreed to comply with.

CONTENT

- all information on the Site that can be visited, viewed, or otherwise accessed using an electronic device;
- the content of any e-mail sent to Beneficiaries by the Service Provider through electronic means and/or any other available means of communication;
- any information communicated by any means by an employee/collaborator of the Service Provider to the Beneficiary, in accordance with the contact information specified or not specified by the latter;
- information related to the services and/or rates applied by the Service Provider during a given period;
- information related to the Services and/or rates applied by a third party with whom the Service Provider has concluded partnership agreements, during a given period;
- data related to the Service Provider or other important details thereof.

COMMERCIAL COMMUNICATIONS – a periodic, exclusively electronic means of providing information, any type of message sent (such as: e-mail/SMS/phone, etc.) containing general and thematic information, information about products similar to or complementary to those you have purchased, information about offers or promotions, information regarding Services, as well as other commercial communications such as market research and opinion surveys.

TRANSACTION – the collection or refund of an amount resulting from the sale of a Service by Ecolet to the Beneficiary, through the use of services provided by the card processor approved by the Seller.

CONTRACTUAL DOCUMENTS

By registering an Order on the Site, the Beneficiary agrees to the form of communication (phone or e-mail) through which the Service Provider conducts its commercial operations.

The Contract is considered concluded between the Service Provider and the Beneficiary at the moment the Beneficiary agrees to the Terms and Conditions existing on the E-Colet platform.

The document and information made available by the Service Provider on the Site shall form the basis of the Contract.

DELIVERY CONDITIONS

Orders for the submission of shipments shall be placed by the BENEFICIARY through the SERVICE PROVIDER'S application – www.ecolet.ro or via e-mail to office.ecolet@alsendo.com, with complete and accurate provision of all necessary information. The Beneficiary assumes responsibility for the information entered into their client account in the WWW.ECOLET.RO application with a unique username and password, as these represent a firm order placed with the SERVICE PROVIDER.

The BENEFICIARY shall ensure proper packaging, labelling, and sealing of shipments before they are collected by the PARTNERS contracted on the SERVICE PROVIDER'S platform, in order to avoid damage, destruction, misdelivery, and to ensure inviolability.

– The BENEFICIARY is solely responsible for the proper packaging and labelling of the shipment and is therefore the sole party responsible for defective packaging that may lead to damage to the contents of the shipment. If the parcel/pallet has been collected in properly packaged condition by the courier and is damaged during transport, and the recipient notes on the delivery document that there are non-conformities, the Service Provider assumes liability.

– The PARTNER contracted on the Service Provider's platform will collect and deliver to the address indicated by the Beneficiary in the transport letter/AWB/order entered in the WWW.ECOLET.RO application, and the Beneficiary will pay for this transport and delivery service. Incorrectly or erroneously entered information is the responsibility of the Beneficiary.

– Proof of delivery of shipments to the Recipient at the address specified in the transport order, as well as confirmation of the handover of goods, is made by the final client signing the transport document (CMR, AWB, etc.) in accordance with the model agreed by the SERVICE PROVIDER and its PARTNERS. The signing of the transport document by the recipient certifies that the shipment has been carried out in good condition and properly handed over. A copy of the proof or delivery document is provided free of charge! The original is only provided upon the express request of the BENEFICIARY and is subject to a fee.

In the event that delivery information is incomplete, incorrect, or false, in the event of the final client's absence, or refusal to accept the goods or shipments, AND AFTER 2 FREE DELIVERY ATTEMPTS NOTIFIED BY E-MAIL, the BENEFICIARY shall bear all delivery costs as well as any additional costs generated by return, storage, or other operations related to this service.

The maximum declared value of goods transported per parcel is 2,000 Euro, and per pallet is 5,000 Euro. If this value is exceeded, the BENEFICIARY is obliged to notify the SERVICE PROVIDER at least 24 hours in advance by e-mail or fax and to obtain the consent of the SERVICE PROVIDER or its PARTNERS for the transport to be carried out.

The contents of a parcel cannot be an object or material whose transport is prohibited by law. The Service Provider is not obliged to verify whether the contents of the parcel are legal or whether they can only be transported under certain conditions. However, if at any stage of service performance a parcel's contents are found to be excluded from transport, or the required conditions for transport are not fully met, the parcel will not be dispatched to the recipient. The BENEFICIARY or the sender are collectively responsible for any damage caused by the parcel to the life, health, and bodily integrity of persons, as well as to other objects, the Service Provider's equipment, and other parcels; they are obliged to bear their own damages and pay the Service Provider's additional costs (e.g., return, repackaging, compensation costs, etc.), if these have arisen as a result of the non-compliance by the Applicant and/or the sender with the applicable legal provisions.

A parcel which, for reasons beyond the Service Provider's control, cannot be delivered to the recipient (or other authorised persons) cannot be dispatched.

PRICE AND PAYMENT METHODS

In calculating the services rendered, the SERVICE PROVIDER shall use the following parameters:

- a) for parcels: the number of parcels, the greater of the actual weight and the volumetric weight of the parcel;
- b) for pallets: the maximum between the actual number of pallets or euro-pallet equivalents;
- c) the maximum declared value of goods transported per pallet or parcel;
- d) the value of cash on delivery (COD) collected by the Service Provider on behalf of the Beneficiary;
- e) all additional services: parcel opening, ROD, redirection, COD amount modification, address change, etc.;
- f) for all couriers, parcels heavier than 31.5 kg (actual or volumetric), parcels exceeding the maximum permitted circumference, parcels with a side exceeding maximum permitted dimensions, or improperly packaged parcels, variable fees apply in accordance with the rates applied by courier companies and as listed in the system's price list;
- g) the number of storage days in relation to the number of items (parcels or pallets) stored per day;
- h) penalties, fees (customs, tolls, bridges, etc.), customs formalities, declarations, and other costs that may be associated with the PARTNER's logistics service.

The BENEFICIARY agrees that the PARTNERS contracted on the SERVICE PROVIDER's platform may weigh, measure, and count, at their own or the partners' locations, all shipments collected from the BENEFICIARY or destined for the BENEFICIARY. If the parcel data provided through the order differs from the data obtained as a result of the measurements carried out by the Service Provider's PARTNERS, and a difference in the weight or size of the parcel gives rise to an obligation to pay an additional fee, the Service Provider is obliged to pay the additional fee to the PARTNERS without the consent of the BENEFICIARY or the sender, and is entitled to issue an invoice for this amount to the BENEFICIARY. The BENEFICIARY undertakes to pay this fee to the Service Provider within 7 days of receiving the invoice issued by the latter. Service fees are set by the Service Provider. For a number of shipments below that committed to by the Beneficiary, the Service Provider may apply its list rate.

The value of services rendered shall be invoiced bi-monthly (once every 15 days) in accordance with the provisions of Article 4.1 and the rates set out in the relevant annexes to this contract. Services rendered shall be invoiced in RON at the BNR exchange rate on the date of invoicing.

The payment term granted to the BENEFICIARY is 7 calendar days from the invoice date.

Rates are expressed in RON and do not include VAT. VAT shall be applied in accordance with the legislation in force at the time of invoicing.

For the Cash on Delivery service, the Beneficiary shall specify the amounts to be collected in the currency of the destination country. The Beneficiary shall also explicitly state the bank account into which the Service Provider will transfer the collected amounts. The Service Provider will transfer the amounts in the currency of the country in which the bank transfer is made, with currency conversion being carried out at the Service Provider's bank's buying rate on the day the bank transfer is made. Cash on delivery is processed exclusively through a collector account.

The invoice for services rendered is available in the client's account within the ECOLET order management application. Dispatch of the original invoice by post is done upon the Beneficiary's written request and at their cost. The parties agree that service invoices may also be sent by e-mail, to the address specified by the Beneficiary.

The Beneficiary's failure to register the service invoice, for any reason, does not remove the obligation to pay by the invoice due date.

The Service Provider reserves the right to offset, against the amounts collected as cash on delivery, the value of transport carried out for the relevant shipments, in order to avoid multiple cash transfers. The offsetting of such amounts shall be carried out automatically within a maximum of 48 hours after the due date of invoices issued by the Service Provider, with e-mail notification.

Payment shall be made by the BENEFICIARY by: PAYMENT ORDER (bank transfer) into the SERVICE PROVIDER's account.

All included rates may be updated at the initiative of the SERVICE PROVIDER or its PARTNERS, following a notice period of 15 calendar days from the notification by e-mail or announcement on the Ecolet platform made by the SERVICE PROVIDER to the BENEFICIARY.

In the event of late payment of the service invoice, the BENEFICIARY undertakes to pay a penalty of 0.5% per calendar day of delay, calculated on the outstanding amount. The total amount of penalties owed by the BENEFICIARY may exceed the value of the original debt.

Penalties, fees, or sanctions relating to the BENEFICIARY's goods shall be paid by the BENEFICIARY directly to the relevant authority or through the SERVICE PROVIDER, at the time of assessment or prior to the release of goods for delivery. Any other payments made by the Service Provider on behalf of the Beneficiary, for the benefit of the latter, for the delivery of their goods or their clients' goods, shall be paid immediately.

Additional costs that may arise for the transit of goods, as well as any customs formalities at origin or destination, are the responsibility of the Beneficiary.

COMPLAINTS AND INSURANCE

Complaints regarding the violation of seals or packaging of the BENEFICIARY's shipments, or destruction or shortages of envelopes, parcels, or pallets, must be noted in writing on the Transport Letter/AWB/CMR upon receipt and sent to the SERVICE PROVIDER within a maximum of 3 calendar days from the date the shipment was dispatched. The notation must be made clearly and legibly, in the presence of the transporter or courier, and must explicitly include the number of missing shipments, the degree of damage, and a brief description of the damage/shortage.

Under no circumstances may the SERVICE PROVIDER be held liable for shortages of products from envelopes, parcels, or pallets sealed by the BENEFICIARY, as long as these were delivered in the same condition in which they were received for transport, or there are no notes upon delivery regarding the violation of seals or packaging.

Likewise, the SERVICE PROVIDER shall not be held liable for losses, damages, destruction, or shortages from parcels, envelopes, or pallets if the BENEFICIARY does not note these on the transport letter or CMR at the time of delivery. Subsequent findings by the BENEFICIARY relating to possible losses, damages, destruction, or shortages after delivery will not be considered as complaints.

Neither contracting party shall bear responsibility for failure to perform on time and/or for defective performance, due to force majeure, such as: total or partial lockdown, destruction and natural disasters, severe weather conditions, riots, revolutions, road or air accidents, and all events beyond the control of the contracting parties that prevent the proper execution of the contract.

Under no circumstances may the SERVICE PROVIDER or its PARTNERS be held liable for the contents of shipments; the BENEFICIARY is the sole party responsible before state authorities, carriers, or third parties.

Complaints must be submitted within a maximum of 3 days of receipt of the parcels or from the time of their loss or destruction, and the response time for complaints is 90 days. Complaints are submitted using the contact form in the Contact section available on the platform.

In the case of complaints regarding invoice amounts, there remains an obligation to pay the invoice (excluding the disputed amount).

The SERVICE PROVIDER's liability for envelopes and parcels without cash on delivery or declared value is limited to 5 (five) times the value of transport carried out at the price agreed upon conclusion of this contract, if the shipment is not associated with the 'additional insurance' service.

The SERVICE PROVIDER's liability for palletised goods is limited to the provisions of the CMR Convention.

OBLIGATIONS OF THE PARTIES

Obligations of the BENEFICIARY:

- a) The BENEFICIARY is responsible for providing correct and complete information to customs authorities or other state authorities.
- b) Not to place transport orders for prohibited goods: narcotics, prohibited chemical substances, ADR goods of all classes, ammunition, weapons, jewellery, money, identity documents, and others; failing to comply, the BENEFICIARY is solely responsible for any damage suffered by the SERVICE PROVIDER or its partners.
To pay the value of the services;
- c) To provide complete and accurate information regarding the volume and weight of goods and the full delivery addresses for transport orders.
- d) To be liable for the failure to timely fulfil payment obligations.

- e) Responsibility for the accuracy of the data describing in the order or on transport documents: the type of shipment, the billable weight, the number and contents of the shipment rests solely with the BENEFICIARY.
- f) To inform the SERVICE PROVIDER of any change regarding the company's registered address, company status, bank accounts, contact details, or administrative development (change of shareholders, insolvency, bankruptcy).
- g) Not to use the SERVICE PROVIDER's services for purposes/businesses that are contrary to the law, and to be liable for the consequences.
- h) To place orders in accordance with the schedule agreed upon by the SERVICE PROVIDER.
- i) To read and agree to the conditions found in the regulations available on the platform www.ecolet.ro.
- j) To acknowledge – and if not identical to the sender, to communicate this at their own responsibility – that the Service Provider's Partners who carry out collection and dispatch will weigh and verify the parcels collected, as well as whether the weight, size, and other measurable parameters correspond to those submitted to the Service Provider.

Obligations of the SERVICE PROVIDER:

- a) Not to refuse orders submitted by the BENEFICIARY that comply with the transport schedule and transport conditions of this contract, and with the legislation in force in the country of dispatch, destination, or transit.
- b) To correctly and fully transmit the information provided by the BENEFICIARY to the PARTNER contracted on the platform www.ecolet.ro.
- c) In order to fulfil the offered service, the Service Provider shall obtain and conclude transport contracts with its partners as necessary for the transmission of the parcel and shall fulfil the other tasks related to the transmission of the parcel. The Service Provider shall conclude transport contracts and other contracts with third parties and its Partners in its own name, but for the benefit, at the risk and at the expense of the BENEFICIARY.

SPECIFIC PROVISIONS FOR COURIER SERVICES

Transport by courier shall be carried out in accordance with the legislation in force and on the basis of the ANCOM authorisation of the couriers contracted on the SERVICE PROVIDER's platform through their employees, subcontractors, or partners.

The SERVICE PROVIDER may make available additional paid services to the transport service, including but not limited to: cash on delivery collection, additional insurance, packaging, shipment redirection, parcel inspection upon delivery, repeated delivery attempts, and more.

The transit time communicated by the SERVICE PROVIDER for each destination is indicative and does not give rise to any financial obligations on the part of the SERVICE PROVIDER.

PROHIBITED ITEMS FOR TRANSPORT

- Firearms, stabbing weapons, cutting weapons
- Ammunition, explosives
- Value declaration service, transport of valuables
- Perishable, infectious, or putrefying products
- Temperature-sensitive products that require cooling or heating during transport
- Alcohol in commercial quantities, or tobacco in any quantity
- Narcotics, other hallucinogenic materials as defined in the criminal code

- Improperly packaged items
- Products packaged in bags, sacks, or canvas bags
- Dairy products (yoghurt, cottage cheese, etc.)
- Drugs, hallucinogenic substances, psychotropic materials
- Liquid products that have not been properly packaged
- Weapons: firearms, carbines, rifles, ammunition, firearm components, knives, axes, etc.
- Flammable materials (e.g.: petrol, diesel, fuel oil, liquefied gas)
- Spirits, home-made alcoholic products
- Cigarettes and other tobacco products
- Hazardous materials: explosive materials, explosives, flammable materials, materials with toxic or caustic effects, radioactive materials, infectious or infection-risk materials, solutions dangerous to humans, and any other materials that, due to their characteristics, may have adverse effects on other parcels or on personnel
- Live or dead animals, plants, flowers, perishable food
- Sanitary samples (including bodily fluids and tissue samples)
- Human remains and ashes
- Cash money: cash (paper money or coins) in any currency, payment instruments that replace cash: e.g., bank cards, debit cards, meal vouchers, holiday vouchers, securities (including state documents, prepaid phone cards, activated SIM cards, and even unused stamps, road tax vignettes)
- Gold bars
- Fashion jewellery, jewellery made of precious metals or precious stones
- Irreplaceable or unique items
- Materials dangerous to humans and animals
- Instruments dangerous to humans and animals that could cause loss of life
- Materials, objects, instruments particularly dangerous to public safety
- Securities, precious metals, precious stones
- Fragile items made of porcelain and ceramics, mugs, vases
- Furniture without packaging
- Glazed display cabinets
- Champagne or sparkling wine, carbonated beverages
- Gas, pyrotechnic devices (e.g.: gas spray)
- Fire extinguishers
- Unpackaged products
- Damaged products
- All other items that could theoretically endanger human life, the environment, public safety, state security, the courier, or our partners, colleagues, and vehicles
- Canned goods, compotes, and pickles (glass and plastic packaging)
- Bulk goods (unpackaged products)

Items that may be transported under special conditions or at the sender's risk:

- Laptops, netbooks
- Monitors, projectors
- Household appliances (coffee machines, microwave ovens, etc.)

- Disassembled furniture (requires an appropriate box with adequate protection and proper packaging)
- Glass items (jars of fruit/vegetables, light bulbs, wine bottles, etc.)
- Crystal, porcelain, ceramic items (dishes, glasses, cutlery, bowls, vases, chandeliers, etc.)
- Works of art, decorative art (paintings, sculptures, statuettes, etc.)

Special conditions: Only thick, unused cardboard boxes should be used; any empty space should be filled with appropriate filler materials such as polystyrene chips. Confirmation that the packaging is adequate does not constitute an acceptance of liability in the event that the contents of the packaging are damaged in transit. Items are shipped at the sender's risk and responsibility. Any claims will not be processed if the products were damaged or lost in transit.

Parcels containing items from the list of prohibited items listed above may only be sent at the sender's own responsibility. Parcel compensation is only valid in the case of loss.

The courier may refuse to collect items that are not normally subject to prohibition in the following cases:

- Packages are not properly packaged
- Multiple packages are grouped together
- Perishable, infection-risk, or putrefying products
- Liquid materials
- Temperature-sensitive goods
- Goods requiring controlled temperature, which must be delivered refrigerated or heated

The courier belonging to our partners, who attends the premises, may refuse to collect the items mentioned above.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Content, as defined in the preamble, including but not limited to logos, stylised representations, commercial symbols, static images, dynamic images, video, text and/or multimedia content presented on the Site, are the exclusive property of S.C. E-COLETLOGISTIC SA, which reserves all rights obtained in this regard, either directly or indirectly (through usage and/or publication licences, contracts, copyrights, registered trademarks, etc.).

The User/Beneficiary is not permitted to copy, distribute, publish, transfer to third parties, modify and/or otherwise alter, use, link to, display, include any Content in any context other than the original one intended by S.C. E-COLETLOGISTIC SA, include any Content outside the Site, remove markings signifying the copyright of S.C. E-COLETLOGISTIC SA over the Content, or participate in the transfer, sale, distribution of materials created by reproducing, modifying, or displaying the Content, without the express written consent of Ecolet.

Any use of the Content for purposes other than those expressly permitted by this Document or by the accompanying usage agreement, where one exists, is prohibited.

PROCESSING OF PERSONAL DATA

By voluntarily providing any personal data or information necessary for the processing and handling of shipments in national and international regimes, by any means to E-COLETLOGISTIC SA, users express their consent for this data to be collected, recorded, stored, and processed in the databases of E-COLETLOGISTIC SA.

E-COLETLOGISTIC SA respects all rights provided for the benefit of data subjects involved in the processing of personal data (beneficiaries, service providers, senders, recipients, or third parties forming part of the transport and shipment processing process) under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT

AND OF THE COUNCIL of 27 April 2016. E-COLETLOGISTIC SA undertakes, for the entire period of operation of the service and application, to respond to any request by data subjects for the rectification or deletion of personal data, or the restriction of processing or the right to object to processing, as well as the right to data portability. In addition, any data subject may lodge a complaint with the National Supervisory Authority for Personal Data Processing at the address <http://www.dataprotection.ro>. E-COLETLOGISTIC SA assures its users that it will not offer, sell, or disclose their personal data (name, address, age, gender, etc.) to third parties, unless this is done with the user's consent or is requested by authorised persons under applicable legislation. E-COLETLOGISTIC SA undertakes to provide, upon request by the data subject, a copy of the personal data subject to processing.

COMMERCIAL COMMUNICATIONS

The Beneficiary may at any time modify their consent given to the Service Provider for Commercial Communications containing general and thematic information, including information about offers or promotions, as follows:

- by modifying the settings in the Account under the 'My Subscriptions' section.
- by accessing the unsubscribe link displayed in the Commercial Communications received from the Service Provider.

Opting out of receiving Commercial Communications does not imply withdrawal of consent given to this Document.

Following the purchase of a Service, the Service Provider will send the Beneficiary Commercial Communications regarding:

- suggestions for Services recommended for use in conjunction with the purchased Service.

The Beneficiary may unsubscribe at any time from the Commercial Communications mentioned above by accessing the unsubscribe link displayed in the commercial messages received from the Service Provider or by contacting the Service Provider accordingly.

Furthermore, in order to improve our Service offering and purchasing experience, we will use your data for the purposes of conducting market research and opinion surveys. The information obtained from this market research and opinion surveys will not be used by us for advertising purposes, but only for those mentioned above. Your responses to market research and opinion surveys will not be associated with your identity, transmitted to third parties, or published. You may object to the use of your data for market research and opinion survey purposes at any time by accessing the unsubscribe link displayed in the message or by contacting the Service Provider.

FORCE MAJEURE

Neither party shall be liable for the failure to fulfil its contractual obligations if such failure to perform on time and/or properly, in whole or in part, is due to a force majeure event. Force majeure is an unforeseeable event, beyond the control of the parties, which cannot be avoided.

If, within 15 (fifteen) days from the date of occurrence, the said event does not cease, each party shall be entitled to notify the other party of the full and automatic termination of the Contract, without either of them being able to claim damages from the other.

DISPUTES. COMPETENT COURT

Any disputes that arise shall be resolved amicably. Failing that, the parties may refer to the competent courts within the territorial jurisdiction of the SERVICE PROVIDER's registered office.