# **TERMS & CONDITIONS | REZULT.APP**

## I. **DEFINITION**

- 1. The terms used in these Terms and Conditions shall have the following meaning:
  - a) Account an individualized part of the Application, identified by the User/Trainer login and provided with a password set individually by the User/Trainer.
  - b) Applications mean the Mobile Application and the Web Application jointly.
  - c) Mobile Application REZULT application which is downloadable and useable on Mobile Devices.
  - d) Mobile Device a smartphone, tablet or other similar device with Internet access.
  - e) Web Application the platform available at <a href="https://rezult.app/">https://rezult.app/</a> after User/Trainer registration.
  - f) Services the services rendered electronically by the REZULT for the benefit of Trainers and Users.
  - g) Service Recipient the Trainer and the User.
  - h) Trainer -Business User.
  - i) User a natural person with full legal capacity (End User). A natural person who does not have full legal capacity, in particular minor under 18 years of age, may be a User only with the prior consent of an authorized legal representative.
  - j) REZULT/Operator the company Rezult International LTD,219 Kensington High Street, London, W8 6BD, <a href="rezult@rezult.app">rezult@rezult.app</a>.

## II. GENERAL PROVISIONS

1. The owner of the Application is the Operator -Rezult International LTD,219 Kensington High Street, London, W8 6BD, <a href="mailto:rezult@rezult.app">rezult@rezult.app</a>.

- 2. These Terms and Conditions specify the general conditions and ways of provision of services electronically via Application rezult.app.
- 3. These Terms will apply any time you use our Web or Mobile Application. By using our Application, you confirm that you accept these terms and conditions and that you agree to comply with them.
- 4. These Terms and Conditions are always available at the website <a href="https://rezult.app/">https://rezult.app/</a> or in Mobile Application, which allows to download, display and record their contents by printing or saving them to a data carrier at any time.
- 5. REZULT is an application that facilitates communications, transaction and interactions, between Service Recipients both Trainers and Users for the purpose of enabling Trainers to monitor, coach and communicate with Users, and enabling Users to access workout and meal plans, track their progress, access their appointments etc.
- 6. REZULT does not provide or perform training or coaching. REZULT is only Operator and is not responsible for any interactions between Trainers and Users that are facilitated through or in connection with the Service, nor does REZULT have any control over the quality, timing, provision or failure to provide, or any aspect whatsoever relating to the provision of coaching, training, workouts, meal plans, progress tracking, appointments, classes, product purchases and other services provided by Trainers to Users.
- 7. The Service Recipient acknowledges that 100% availability of the Services is not technically feasible. However, we will make every effort to ensure that the website and services are available in the most permanent way possible.
- 8. The Operator makes no warranties or representations of any kind, express, statutory or implied as to the availability of telecommunication services from provider or access to the services at any time or from any location or any loss or damage connected with the services.

#### III. TERM OF USE

- 1. REZULT does not represent that the Services or content is appropriate or available for use in all jurisdiction or countries. You are responsible for compliance with all applicable laws pertaining to your use and access to the services in your jurisdiction.
- 2. By accessing or using our Services you agree that:
  - a) You can form a binding contract with REZULT;
  - b) You are not a person who is prohibited from receiving the Services under the laws of the England, Wales, USA or any other applicable jurisdiction;
  - c) You will comply with this Agreement and all applicable local, national, and international laws;
  - d) You may not use the services if you are a person barred from receiving the services under the laws of the United Kingdom, USA or the laws in your own country;
- 3. You acknowledge that the Services, including the mobile application may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government.
- 4. You are obliged to:
  - a) provide in the registration forms, only true, up-to-date and all necessary data and promptly update the data;
  - b) use the services made available by the Operator in a way that it does not interfere with the functioning of the Operator, the Application and other Service Recipient;
  - c) use the services made available by the Operator in a manner consistent with the applicable laws, and provisions of the Terms and Conditions.
- 5. You undertake that the Applications will not be:
  - a) sold, rented, lent or otherwise disposed of, made available, including the use of open sources or used for a purpose other than that indicated in the Terms and Conditions, regardless of a paid or free nature of their use,
  - b) copied, transferred,
  - c) modified (including by introducing their improvements), split, decrypted, transformed in any way.
- 6. Use of our services may be available through a compatible mobile device, the internet and may require software. The mobile app may be accessed if the IT equipment used

- by the User meets minimum technical requirements. (V. TECHNICAL REQUIREMENTS).
- 7. The result.app is available for download in the Google Play and App Store apps.
- 8. The download of the application is carried out in accordance with the rules specified by the stores, respectively: Google Play (for Android), AppStore (for iOS).
- 9. Downloading the Application is free of charge, subject to the costs of data transmission.
- 10. The Application may be used by any Service Recipient under the conditions indicated in these Terms in accordance with its intended purpose. A detailed description of all the functionalities of the Application is available as part of the Application and these Terms.

# IV. PLATFORM TERMS (Apple iOS, Android)

# A. Apple iOS

- 1. The following terms apply only to users result.app on iOS devices they own or control:
  - a) You acknowledge that this Agreement is between you and REZULT only, and not with Apple, and REZULT, not Apple, is solely responsible for the Service and the content thereof.
  - b) Your use of Application will be subject to the terms of this Agreement, which grants you a non-transferable, limited license to use Application on Apple-branded products you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service.
  - c) REZULT and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple

- has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.
- d) REZULT is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services in the App Store to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be REZULT's sole responsibility.
- e) REZULT, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (a) product liability claims; (b) any claim that the Service fail to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation.
- f) You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- g) You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h) You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

#### B. Android

- 1. The following terms apply only to users result.app on Android devices they own or control:
  - a) You acknowledge, that this Agreement is concluded between you and REZULT, and not with Google LLC, Google Ireland Limited, Google Commerce Limited or Google Asia Pacific Pte. Limited ("Google"). REZULT, not Google, is solely responsible for REZULT and the content thereof.
- 2. Your use of REZULT will be subject to the terms of this Agreement, which grants you a non-transferable, limited license to use REZULT on Android devices. In addition, your use of REZULT will also be subject to usage rules set forth by Google in the Google Play Terms of Service.

# V. TECHNICAL REQUIREMENTS

1. Proper functioning of the Application and use of the Services offered by the Operator is possible provided that the Service Recipient meets certain technical conditions:

# Mobile app

- a) has a mobile device equipped with the Android operating system version 8 or higher and version 13 for iOS, which is constantly connected to the Internet;
- b) access to e-mail;
- c) has an active and properly configured account on the social network Facebook / Google or Apple (in case of registration through Facebook / Google or Apple).

# Web application

- a) computer, laptop or other multimedia device with Internet access,;
- b) web browser in the current version: Mozilla Firefox, Microsoft Edge, Opera, Google Chrome, Safari or Microsoft Edge;
- c) access to e-mail;
- d) enabling Cookies and Javascript in your web browser;
- e) has an active and properly configured account on the social network Facebook / Google or Apple (in case of registration through Facebook / Google or Apple).
- 2. An active Internet connection is required to run and properly operate the Application. The Operator is not a data transmission service provider. The costs of data transmission required to download, install, run and use the Application are covered by its Users on their own on the basis of agreements concluded with telecommunications operators or another Internet provider. The Operator is not responsible for the amount of fees charged for the use of data transmission necessary to use the Application. The Service Provider recommends the Application Users to use the Application or operating system functions consisting in measuring the transmitted data.

#### VI. REGISTRATION

- Registration takes place by creating an Account (Trainer/User). Creating an account
  is possible on the website https://rezult.app/ or in the Mobile Application in one
  of the ways indicated below:
  - a) using the registration form which requires the following data: email address and password, phone number (user: optional, trainer: obligatory), nickname, name, surname, gender, date of birth, city, avatar / photo (optional);

- b) using the Facebook –with the Facebook login which requires confirming the email address and entering the login. The Facebook login and password used to sign into the Facebook enable signing into the User Account;
- c) using the Google Account which requires confirming the email address and entering the login. The Google login and password used to sign into the Google Account enable signing into the User Account;
- d) using the Apple Account which requires confirming the Apple ID and password. The Apple ID and password used to sign into the Apple Account enable signing into the User Account.
- 2. For security reasons, it is recommended to use the so-called strong passwords (consisting of at least eight characters, including lowercase or uppercase letters, numbers, special characters), their periodic update and to avoid using the same passwords to sign in on various websites or portals on the Internet.
- 3. The User/Trainer undertakes to take reasonable security measures that are adequate to the existing threats, in particular by securing the User Account against its unauthorized use, including by properly securing the Devices having access to the User Account.
- 4. The User undertakes to promptly inform REZULT of all cases of unauthorized use of the User Account or suspicions of such use.
- 5. By registering, the Trainer declares that he has the necessary knowledge and experience in training and dietary issues.
- 6. By registering, the User declares that he is solely responsible for the selection of the Trainer and all contractual relations with the Trainer.
- 7. By registering, the Trainer agrees that he is visible to the public in the application in the trainers' search engine. The User has the possibility to contact the Trainer in his profile on the phone number provided or via chat.
- 8. By registering, the User agrees that after connecting his user account with the Trainer, his personal data is visible to the Trainer. The Trainer has the possibility to contact the User on the phone number/e-mail provided or via chat.

- 9. Registration data and personal information about you are governed by our Privacy Policy.
- 10. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions as its authorized representative. If the legal entity that you represent does not agree with these Terms and Conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.
- 11. In the case of the Trainer/User, the Agreement for the provision of service which involves maintenance of an Account in the Application shall be concluded for an indefinite period and shall be terminated when the User submits a request to remove the account or uses the "Delete Account" button in the Application.
- 12. The Service Agreement shall be concluded in Polish/English.
- 13. The User, who is a Consumer, may within 14 days from the date of conclusion of the contract for the provision of the User Account Service withdraw from the contract without giving a reason and without incurring any costs in this respect. The statement of withdrawal should be submitted in writing to the address of the Operator or by e-mail to the following address: rezult@rezult.app .
- 14. The Operator reserves the right to suspend or delete the Account of a User who violates the provisions of the Regulations. In the event of a breach by the User of the provisions of these Terms, the Operator, after a prior ineffective cease and desist letter setting an appropriate deadline may terminate the agreement for the provision of Services upon a 14 day notice.
- 15. The User/Trainer is entitled to delete the User's Account without giving a reason.
- 16. The User/Trainer has the option of deleting the User Account from the level of the Web Application or the Mobile Application. In order to delete the Account, the User/Trainer should go to the application settings and select the appropriate option.
- 17. The Operator may at any time terminate the Agreement for the Provision of Services with the User/Trainer for a 14 day notice period for important reasons, understood as a change in the law governing the provision of electronic services by the Operator affecting the mutual rights and obligations specified in the contract concluded between

- the User and the Operator or a change in the manner, scope or provision of services to which the provisions of the Terms and Conditions apply.
- 18. Either party withdrawing from the Service Agreement or the Agreement being terminated by mutual consent, does not have an impact on the rights acquired by the parties before withdrawing from or terminating the agreement.
- 19. The termination of the agreement may also take place on the initiative of the Operator at the time of liquidation of the Application by the Operator or termination of its business activity in the provision of Services.

## VII. APP FUNCTIONALITIES REGARDING HEALTH AND DISCLAIMERS

- 1. Service recipients can use various functionalities of the application in the field of health in mutual interactions:
  - a) Calorie configuration;
  - b) Diet and supplementation;
  - c) Habits;
  - d) Training plans;
- 2. As a User acknowledge and agree that:
  - a) Any diet or training plan should not be used for the diagnosis, prevention, monitoring, treatment, alleviation, cure or mitigation of any disease, health or medical condition, injury, disability or physiological or pathological process or state;
  - b) any recommendations provided through the Application by the Trainer are not intended to be a substitute for professional medical advice, diagnosis or treatment and you should (i) review and consider the appropriateness of such recommendations before implementing them; and (ii) discuss questions about

- any medical condition or health concern with your physician or other suitable medical professional;
- c) you understand that the accuracy, suitability and safety of the meal plans and recommendations generated by the Trainer may be negatively impacted if the information you input is inaccurate or misleading; and
- 3. REZULT makes no representations, warranties or guarantees regarding the accuracy of caloric and other food nutritional information provided through the Application. REZULT cannot control the quality, quantity or consistency of foods served and sold by such third parties. Due to physical reasons, REZULT is not able to verify all products introduced by users and therefore cannot guarantee their compliance.

# **VIII. PAYMENT/SUBSCRIPTION (Trainer)**

- 1. The Services are provided free of charge for Users. We are not responsible for any payments between Users and Trainers.
- 2. We offer different form of payments or subscription plans for our services (month, annual). Trainer chooses the service period and the payment method for the Services.
- 3. The prices for services are provided in PLN, GBP, EUR, USD. We may apply taxes, including VAT (value-added tax), to any charges.
- 4. The Trainer may choose the following payment methods:
  - a) Apple Pay/Google Pay
  - b) Credit/debit card
  - c) Stripe
- 5. If you purchase our Services, you will be required to provide us information regarding your credit card or other payment instrument. You represent and warrant to us that such information is true and that you are authorized to use the payment instrument.
- 6. To make a purchase, you must provide a valid payment method. In case of subscription your payment method will be charged at the beginning of each

- subscription period. You authorize REZULT to charge your payment method a recurring 1 month subscription fee or annual subscription fee, as applicable.
- 7. When making a payment, the Trainer will be informed immediately before making the payment about the amount in which the payment should be made, about the possible methods of its execution and about the data of the payment provider, if the given service is possible. Detailed terms and conditions for making payments through the operators performing electronic payments are available on the website of the given operator.
- 8. When making a payment via an electronic payment operator, the Trainer should follow the instructions given by the operator of electronic payments in order to make a payment.
- 9. In case it is technologically available depending on the selected payment method, payments will be recurring, meaning that your chosen payment method will be charged at the beginning of each service period, repeating the length of the previous service period, unless you decide to cancel your subscription for the Services.
- 10. We may change the price of our Services from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Service would not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Service. If you do not agree with the new price or other applicable charges, you may elect not to renew Service subscription before the price change goes into effect, such cancellation becoming effective at the expiration of your then current subscription period (1 month, annual).

## IX. LICENSE FOR USE OF THE SERVICE

1. Our Service is licensed for use only under these Terms and Conditions. The Services are protected by copyright and other intellectual property laws. REZULT reserves all

rights not expressly granted to you, including title and exclusive ownership of the Service. You are only granted the right to use the Services and only for the purposes described by REZULT. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, REZULT grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

- 2. Upon the termination of these Terms and condition, the Service and all updates may cease to properly function and all warranties, express or implied, regarding the Service shall terminate. Your rights under these terms will automatically terminate without notice from the REZULT if you fail to comply with any provision of these Terms.
- 3. You agree you will not provide access to or give any part of the Services to any unauthorized third party or reproduce, modify, copy, sell, trade or resell the Services.

# X. RIGHT TO CANCEL (IF YOU ARE CONSUMER)

- 1. If you are a consumer, please note that you waive your right to a refund under The Consumer Contracts Regulations 2013 if you access an online product or download a downloadable product. Up until this point, and within fourteen days of making your purchase, you may cancel your purchase and you will get a full refund.
- 2. In connection with the above in our website your rights as a consumer to change your mind do not apply in respect of: ( (b) digital products, after you have started to stream these; So once you have confirmed the purchase of the online product and your access has started you will not be entitled to cancel the contract and will not have a refund unless the digital product is defective.
- 3. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## XI. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

# (IF YOU ARE CONSUMER)

- 1. If your products are digital content, for example: software and application, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
  - a) if your digital content is faulty, you're entitled to a repair or a replacement.
  - b) if the fault can't be fixed, or if it hasn't been fixed (within a reasonable time and without significant inconvenience), you can get some or all of your money back.
  - c) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

## XII. CONTENT

- 1. You agree that you are responsible for your content. You are responsible for all materials, data, personal information uploaded, posted or stored through your use of the services. We claim no ownership or control over any user content.
- 2. You grant REZULT a worldwide, royalty -free, non exlusive license to host and use any content provided through your use of the services.

#### XIII. PRIVACY

- 1. REZULT collects and processes the personal information of the Users/Trainers in accordance with applicable provisions of law and with the Privacy Policy.
- 2. REZULT applies appropriate technical and organizational measures to ensure the protection of personal data being processed.
- 3. Additional explanations regarding the protection of personal data are contained in the "Privacy Policy".

#### XIV. DISCLAIMER OF WARRANTIES

- 1. You expressely acknowledge and agree that use of the service is at your sole risk. We cannot and do not warrant the services will meet your requirements. Except as described in this agreement, the services are provided "as is". To the maximum extent permitted by applicable law REZULT and its third party providers, licensors, suppliers disclaim all warranties, express or implied, including any warranty that the services are fit for a particular purpose, title, merchantability, data loss, non-interference with or non- infringement of any intellectual property rights or the accuracy, reliability, quality.
- 2. To the extent permitted by applicable law of England and Wales any implied warranties in respect to the services, software and content are limited to 60 days from the date of purchase or delivery of the services, whichever is sooner.
- 3. REZULT and its third party providers, licensors, suppliers disclaim any representations or warranties that your use of the services will ensure compliance with any legal obligations or regulation. You are solely responsible for ensuring that your use of the services is in accordance with applicable law.

#### XV. VIRUS

- 1. You must not misuse our Services by knowingly introducing viruses, trojans, worms or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, the server on which our Services are stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack.
- 2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your registration and right to use our Services will cease immediately.

#### XVI. LIMITATION OF LIABILITY

- 1. To the maximum extent permitted by applicable law, the entire liability of REZULT and its third party providers, licensors, suppliers for all claims relating to this agreement shall be limited to the amount you paid for the services during the 12 months prior to such claim. Subject to applicable law REZULT and its third party providers, licensors, suppliers are not liable for any of the following 1) indirect, special, incidental, punitive or consequential damages; 2) damages relating to failures of the telecommunications, the internet, security, loss or theft od data, loss of business, revenue, profits or investment or use of software or hardware that does not meet our systems requirements. This agreement sets forth the entire liability of REZULT and your exclusive remedy with respect to the services and its use.
- 2. Notwithstanding the foregoing, no provision of this agreement shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by the applicable laws of England and Wales.
- 3. REZULT does not exclude liability for 1) death or personal injury caused by its negligence of its officers, employees, contractors or agents 2) fraud or fraudulent

misrepresentation 3) any other liability which cannot be lawfully excluded by contractual agreement of the parties.

#### XVII. COMPLAINTS

- 1. REZULT shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
- 2. Complaints should be sent to the following address: Rezult International LTD, 219 Kensington High Street, London, W8 6BD or <a href="mailto:rezult@rezult.app">rezult@rezult.app</a>.
- 3. The complaints submitted to the Operator shall be replied within a period of 14 days after the date of receipt.
- 4. In the unlikely event that our team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may also refer your complaint to RetailADR (previously 'The Retail Ombudsman'), which is a certified Alternative Dispute Resolution provider. RetailADR, 33 floor Euston Towers, 286 Euston Road, London, NW1 3DP, Email: enquiries@cdrl.org.uk Web: www.retailadr.org.uk , Tel: 0203 540 8063 .
- 5. If you are a consumer based in the European Union who wishes to have more information on online dispute resolution, please follow this link to the website of the European Commission: http://ec.europa.eu/consumers/odr/. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We note that this does not apply to consumers based in the United Kingdom. We further note that RESULT may not be obliged to participate in online dispute resolution.

## XVIII. SEVERABILITY CLAUSE

1. In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

### XIX. AMENDMENT OF THE TERMS AND CONDITIONS

- 1. The Operator reserves the right to amend the Terms and Conditions in the following cases:
  - a) changes in generally applicable laws affecting the Applications or the need to adapt the Terms and Conditions along with court judgments or administrative decisions;
  - b) the occurrence of important technical and organizational reasons, such as the emergence of new technologies or IT systems that affect the provision of services;
  - c) changes in the rules of functioning or development of the Applications in a way that affects the provisions of the Terms and Conditions;
  - d) the need to clarify the provisions of the Terms and Conditions or any other factual changes that affect the content of the Terms and Conditions.
- 2. Amendments of the Terms and Conditions shall not violate the essence of the concluded agreement for the provision of electronic services between the User/ Trainer and Operator or result in the need for the User to pay additional fees.
- 3. The effective date for any amendment shall fall at least 14 days after its publication. The Operator shall notify the User about an amendment of the Terms and Conditions no later than 14 days prior to the effective date of the amendment via e-mail.

If the User does not accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Operator within 14 days from being informed about the amendment of the Terms and Conditions. Notification of non-acceptance of the new Terms and Conditions shall result in termination of the Agreement.

## XX. GOVERNING LAW / DISPUTES

- 1. You hereby agree that any dispute (either contractual or non-contractual) arising out of, or in connection with, this Agreement will be governed by and construed in accordance with the laws of England and Wales.
- 2. As a consumer resident in the United Kingdom or the European Union:
  - a) you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law;
  - b) you may bring any dispute (either contractual or non-contractual) that may arise under or in connection with this Agreement, at your discretion, to the competent courts of England and Wales or to the competent court of your country of habitual residence, which courts are competent to settle such a dispute. We shall bring any dispute (either contractual or non-contractual) which may arise under this Agreement to the competent court of your country of habitual residence if this is in within the United Kingdom or an EU Member State;
- 3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 4. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.