

General terms & conditions for sale

General terms & conditions for sale at Vintia

1. CONTRACTUAL PARTIES

1.1. These General Terms and Conditions for Sale ("GTC") shall apply to all agreements, quotations, purchase orders and confirmations for the sale of products commercialized and services rendered by Vintia and/or any of its affiliates, as identified on the Quotation and/or the Agreement ("Vintia").

1.2. The term "Customer" shall mean any individual or legal entity, who accepts the Quotation or which issues a Purchase Order to Vintia.

1.3. Therefore, these GTC are entered into between the Vintia legal entity, and the Customer, as identified on the Quotation, Purchase Order and/or the Agreement.

1.4. Customer and Vintia shall jointly be referred to as the "Parties" and individually as a "Party".

2. CONTRACTING

2.1. A binding agreement between both Parties is formed upon (1) Customer's explicit acceptance a Quotation, (2) the explicit acceptance of Vintia of a Purchase Order, or (3) the signature by both Parties of a Framework Agreement incorporating these GTC (either of them resulting in a "Agreement" for the purpose of these General Terms and Conditions).

2.2. Absent an explicit validity term in the Quotation, any Quotation or equivalent proposal issued by Vintia will have a validity term of 1 month. If the Quotation has not been accepted or incorporated into an Agreement within the period of such validity term, Vintia cannot longer be held liable to maintain its initial Quotation.

2.3. A Customer cannot cancel nor modify the Agreement or any subsequent purchase orders unless specifically accepted by Vintia in writing.

3. DELIVERY, RISK AND TRANSFER OF OWNERSHIP

3.1. The delivery timing indicated by Vintia is indicative and not binding, unless expressly agreed otherwise. Timings are always formulated in working days.

3.2. The performance of the stipulated time for delivery is subject to the timely fulfilment by the Customer of the agreed payment terms. Any delay caused by a delay in the provision of necessary information and hardware and/or software infrastructure by the Customer or a third party is beyond the responsibility of Vintia. The Customer is responsible for the accessibility of the premises in which the delivery must take place. All extra costs due to non-accessibility of the premises are at the Customer's expense.

3.3. If it becomes evident to Vintia that the Solution cannot be delivered within the indicated delivery date for whatsoever reason, it shall inform the Customer as soon as possible. Notwithstanding, no damage will be due by Vintia to the Customer as a consequence of any delay in the delivery of the Solution.

3.4. Vintia reserves the right to make partial deliveries, and the Customer shall be obliged to accept such partial deliveries

and to pay for the part of the Solution that has been delivered. Vintia shall use its best endeavour in order to deliver the Solution to the Customer with the shortest possible delay.

3.5. A delayed delivery of the Solution under a Purchase Order or under a Quotation, does not entitle the Customer to cancel any other Purchase Order or Quotation pending to be delivered.

3.6. Any further rights and remedies of the Purchaser different from those stated in this Clause 3 shall be excluded.

4. PRICING

4.1. Payments shall be made only in the currency listed on the invoice and to the bank account notified by Vintia to the Customer.

4.2. The applicable charges due by the Customer for the Solution are as identified in the Quotation and/or the Order Confirmation, subject to Incoterm FCA, and exclusive of VAT, charges and taxes, excise duties, import duties and any other levies imposed or to be imposed by the public authorities. All these taxes and duties will be the sole financial responsibility of the Customer.

4.3. Each year Vintia shall be entitled to revise and increase the prices for the Solution, in accordance with the relevant national Consumer Price Index (CPI) or another index identified in the Quotation. The adjustment shall reflect the percentage increase, if any, of the CPI over the 12-month period ending on the anniversary date of the purchase of the relevant Solution. Such adjustments shall be calculated and applied as of the first day of each yearly period.

5. INVOICING & PAYMENT

5.1. Invoices corresponding to the applicable charges are issued by Vintia either (i) upon delivery for Hardware, Software and Services - excluding maintenance, support and hosting), (ii) for hosting Services at activation of hosting users, or (iii) the day of start of Customer's operational usage for maintenance and support Services. Vintia is entitled to invoice partial deliveries separately.

5.2. Notwithstanding the foregoing, based on the project circumstances or the financial situation of the Customer, Vintia may require in written a different invoicing schedule, which may imply (a) full prepayments, or (b) the payment 40% of each Quotation and/or Purchase Order at the time of entering into the Agreement, 30% on delivery, 20% on project live date, and 10% at project sign-off.

5.3. The invoices are due and payable by the Customer in full and within 30 days of the invoice date, unless otherwise agreed in writing. The invoices shall be paid on their total amount, without deduction or set-off. The lack of written protest of an invoice within five (5) working days from its dispatch implies the irrevocable acceptance of the invoice and the amounts, Hardware, Software, and Services stated therein.

5.4. In case of non-payment of the invoice within the stipulated term, the following cumulative remedies shall apply:

i. Vintia will charge interests on the overdue amount at a monthly rate of annual EURIBOR plus 2,5%, which shall be due from the due date by operation of law and without prior notice of default;

ii. all collection, reminder and subsequent costs and lawyers' fees shall be borne by the Customer, without prejudice to the conventionally determined interest and damages as stipulated above;

iii. all other claims against the Customer which may not yet have fallen due shall become due ipso jure and without prior notice of default;

iv. Vintia reserves the right to stop further deliveries for Hardware, to suspend the rendering of the Services and/or to suspend the availability of the Software; and,

v. Vintia also reserves the right to consider the Agreement terminated, upon notification to the Customer. The remedies listed above does not release the Purchaser from its obligation to make payments on the agreed dates, and to indemnify Vintia for any other damage suffered as a consequence of such delay in payment.

The above remedies shall be deemed without prejudice to any other remedies that shall be applicable to Vintia in accordance with the legislation.

5.5. If the Customer makes partial payments not covering the total owed amount (including invoiced amount, interests, penalty, etc.), Vintia shall deduct the partial payment in an order of its choice from what the Customer owes Vintia on account of deliveries, interest and/or costs.

5.6. The Customer's right to set off any claims it may have against Vintia, to suspend its obligations to Vintia or to withhold any total or partial payment of invoices, is excluded. Except as expressly provided, all fees paid are non-refundable.

6. TERM AND TERMINATION

6.1. This GTC shall apply for the longer of (i) the term of the Framework Agreement, or (ii) the term for which the Parties have outstanding obligations to each other, including any Services and Software subscriptions contracted by the Customer which are still active at the time of termination of the Agreement.

6.2. Where applicable, the Agreement can be terminated by either party in accordance with the provisions of the Framework Agreement.

6.3. In addition, each Party shall have the right to immediately terminate the Agreement without court interference upon giving written notice to the other Party:

6.3.1. if the non-terminating Party commits a material breach of the Agreement and has failed to cure such breach within thirty (30) calendar days following a request in writing from the notifying Party to do so;

6.3.2. if the other Party:

i) files any petition in bankruptcy; or

ii) has an involuntary petition on bankruptcy filed against it which is not challenged in thirty (30) calendar days and dismissed within sixty (60) calendar days; or

iii) becomes insolvent; or

iv) makes a general assignment for the benefit of creditors; or

v) admits in writing its inability to pay its debts as they mature; or

vi) has a receiver appointed for its assets; or

vii) has any significant portion of its assets attached and such attachment is not lifted within thirty (30) calendar days.

6.4. In case of termination of the Agreement for any reasons other than those stated on clause 6.3 above:

- i) The invoices pending to be paid by the Customer will continue to be payable at the due date established thereof;
- ii) Vintia shall execute the pending Purchase Orders in accordance with the provisions of the Agreement;
- iii) Vintia shall render the contracted Services until their termination date in accordance with the provisions of the Agreement; and,
- iv) Vintia shall make available the contracted Software until the termination date of the licence or subscription in accordance with the provisions of the Agreement.

6.5. In case of termination of the Agreement for default in payment by the Customer (in accordance with clause 5.4) or for any of the circumstances listed on clause 6.3 above:

- i) The invoices pending to be paid by the Customer will become immediately due;
- ii) Vintia shall be entitled to cancel the pending Purchase Orders or to execute them, at its discretion;
- iii) Vintia shall be entitled to suspend the provision of the contracted services immediately; and,
- iv) Vintia shall be entitled to suspend and deny access to the Software or cancel the Subscriptions immediately.

6.6. In all instances where the Agreement is terminated for whatever cause, it shall continue to govern the relationships between the Parties insofar as necessary for the settlement thereof.

7. LIABILITY

7.1. Unless Vintia has taken the explicit commitment for a result in the Quotation, the liability that Vintia may incur is derived from a best effort obligation that in cases of claim must be appropriately demonstrated by the Customer.

7.2. Insofar as maximally permitted by applicable law, the total liability of Vintia based on attributable failure in the fulfilment of the Agreement is limited to the reimbursement of direct damages up to a maximum of the compensation paid by the Customer for the specific Solution that gave rise to the damages (excluding VAT). If the Agreement extends over multiple years, for the compensation of direct damages, Vintia may be held to a maximum of the value of the amounts invoiced for the performance of the Agreement for the Solution (excluding VAT) over a period of twelve (12) months prior to the date that the damages-causing event occurred. Under no circumstances shall the total liability for all direct damages during the entire duration of the Agreement exceed the fee paid by the Customer for the specific Solution (excluding VAT).

7.3. The Customer must inform Vintia in writing of any event that may call upon the latter's liability or of any damage the Customer suffers within the shortest possible time and at the latest within fifteen (15) calendar days from the occurrence of this event or damage, or at least to be counted from the moment the Customer becomes aware of or reasonably could have been aware of this event or damage. This is in order to enable Vintia to determine the origin and cause(s) of the damage within a reasonable period. In the event of failure to comply with the written notification, Vintia reserves the right to refuse any compensation and cannot be held liable.

7.4. Vintia shall under no circumstances be liable for (i) indirect, incidental or consequential loss, including but not limited to

financial or commercial losses, loss of profit, increase of general expenses, missed savings opportunities, diminished goodwill, damages resulting from business stoppage, damages resulting from claims of customers of the Customer, disruptions in scheduling, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of information, loss of advantages, or compromising and loss of files resulting from the performance of the present Agreement, (ii) damages resulting from error or negligence of the Customer, (iii) compensation of any direct and indirect damages caused by the use of the Solution, (iv) compensation of any direct and indirect damages caused in whole or in part by third party products and/or software or hardware supplied or created by third parties, or any other element introduced into the Customer's business after entering into the Agreement, and (v) all claims of third parties brought against the Customer.

7.5. The limitation of liability as set out in these General Terms & Conditions shall not apply with respect to damages caused by an intentional and/or fraudulent error by Vintia, nor for death or bodily injury.

8. INTELLECTUAL PROPERTY

8.1. All intellectual and industrial property rights to any components of the Solution developed or made available under the Agreement, such as software, hardware, analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof, are vested exclusively in Vintia or its licensors. Unless explicitly agreed otherwise, this Agreement does not entail an assignment of any intellectual property right to the Customer.

8.2. The Customer only acquires the rights of use expressly granted by the relevant licence(s) and the law. Any other or further right of the Customer to reproduce software, websites, data files or other materials is excluded, unless a backup is intended for archival purposes, in which case no copies, in whatever form, may be passed on to third parties. Any right of use granted to the Customer is non-exclusive and non-transferable to third parties.

8.3. Public announcements or promotional materials of Vintia may always mention or suggest the existence of the Agreement whereby Vintia shall at all times comply with Customer's reasonable instructions as to the use of trade names, trademarks or logos.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

9.1. Vintia will, at its expense defend, or at its option settle, any Infringement Claim subject to:

- i) the Customer promptly and, in any case, within fifteen (15) days as of been aware, notifying Vintia in writing of any threatened or pending Infringement Claim;
- ii) giving to Vintia, at Vintia's expense, reasonable assistance and information requested by Vintia in connection with the defence and/or settlement of the Infringement Claim; and
- iii) tendering to Vintia's sole control over the defence and settlement of the Infringement Claim, provided that Vintia shall not settle any action without consent of the Customer, unless such settlement provides for the unconditional release of the Customer from all liabilities and obligations.

9.2. Vintia will have no obligation to the Customer to the extent that any Infringement Claim or resulting award:

- i) arises out of any unauthorized use, reproduction or distribution of the Solution;
- ii) arises out of the modification or alteration of the Solution by anyone other than Vintia or a by Vintia approved third party;

iii) arises out of the use of the Solution in combination with any other software or equipment not approved in writing by Vintia where the Solution otherwise would itself not be infringing; or,

iv) is based on any information, designs, specification, instruction, software, device, data, hardware or material not furnished by Vintia.

9.3. If the Solution is, or in Vintia's reasonable opinion is likely to become the subject of an Infringement Claim and/or injunction as the result of an Infringement Claim, Vintia may, at its expense and option, elect to either:

i) obtain the right for the Customer to continue the use of the Solution in accordance with this Agreement;

ii) make such alterations, modifications or adjustments to the Solution to make it non-infringing, but substantially functionally equivalent;

iii) replace the Solution with a non-infringing substantially similar substitute; or

iv) if neither (i), (ii) or (iii) can be achieved after the exercise of commercially reasonable efforts, terminate the right of use and pro rata refund the Customer with respect to the affected part of the Solution.

10. INSURANCE

10.1. Vintia shall, during the term of this Agreement maintain adequate insurance coverages in respect of its liabilities arising out of or connected with this Agreement with an insurance company of repute.

11. PERSONAL DATA

11.1. For the performance under the Agreement, the Customer may provide Vintia with some personal data. For further information, including exercise of the rights of the individual representing the Customer, the Customer could see the Privacy Policy of Vintia.

11.2. In addition, the provision of the intended Solution may eventually involve the processing by Vintia of personal data owned by the Customer as controller or, in some situations, as data processor. The Customer is responsible for processing such data in compliance with the applicable data protection law. The rights and obligations of the Parties in relation to the processing by Vintia of personal data on behalf of Customer, are set out in the Vintia Data Processing Annex that is incorporated herein by reference.

11.3. The Customer shall ensure that the personal data that it supplies or discloses to Vintia has been obtained fairly and lawfully and that it has, to the extent necessary, obtained all necessary approvals of those whose personal data is being processed. It will be the Customer's sole responsibility, to have previously informed the data subjects of how their personal data will be processed by the Customer and its (sub)processors and to ensure that the Customer has a legitimate legal basis to carry out such data processing.

11.4. For the avoidance of doubt, Vintia shall not access nor otherwise process Customer's personal data, unless the processing of personal data is necessary for rendering the contracted Services or making available the contracted Software option as part of the Solution. Only in such event, Vintia shall exclusively process the referred personal data on behalf of the Customer in accordance with the Data Processing Annex.

12. CONFIDENTIALITY

12.1. Confidential Information means any information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), before or after that this Agreement becomes in force, in writing, orally, or in any other form, within the scope of this Agreement. “**Confidential Information**” can include, without being limited to: information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary.

12.2. The obligations of confidentiality and non-use set forth herein shall not apply to information for which the receiving party can demonstrate that the information:

- i) was already in possession of the Receiving Party, before disclosure by the Disclosing Party, without restrictions as to use or disclosure; or
- ii) was or is independently developed without the use of or access to any Confidential Information; or
- iii) becomes a part of the public domain through no act or omission of the Receiving Party; or
- iv) is lawfully received by the Receiving Party from a third party without restrictions as to use or disclosure.

12.3. Each Party hereby undertakes:

- i) keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or
- (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purposes complying with its obligations under this Agreement. The Receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out in this Agreement; and ii) to use the Confidential Information solely for in relation to this Agreement and to refrain from using such Confidential Information in any manner which could prejudice the Disclosing Party; and
- iii) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to ensure the confidentiality of such Confidential Information and avoid a third party to use or have access to the Confidential Information; and
- iv) upon the written request of the Disclosing Party, to forthwith and promptly return or, at the direction of the Disclosing Party, destroy, any and all Confidential Information. Notwithstanding the foregoing, either Party shall be entitled to retain a copy of Confidential Information to comply with its regulatory, record keeping or compliance obligations, or to retain one copy of the Confidential Information to the extent that this is necessary for that Party to manage or participate in a dispute with the other Party.

12.4. If the Receiving Party is required to disclose Confidential Information by law or a competent court, the Receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidentiality of such disclosed information.

12.5. Except as otherwise set out in this Agreement, upon request of the Disclosing Party or the termination of this Agreement, for any reason whatsoever, the Receiving Party shall at the Disclosing Party's choice promptly destroy or deliver to the Disclosing Party, the Confidential Information in the possession of the Receiving Party to the extent that such Confidential Information is in written (including electronic) form. Except as reasonably necessary for the purposes of the Agreement or unless otherwise set out in this Agreement, no Party shall retain any part or copy of the Confidential Information of the other Party except for Confidential Information contained in automated back-up system and one copy for legal archiving purposes.

12.6. This obligation to confidentiality shall survive the expiry or termination of the Agreement for a period of five (5) years.

13. SUBCONTRACTORS

13.1. Vintia may appoint subcontractors, including subcontractors that are not affiliates of Vintia, without the prior written consent of the other Party. However, Vintia shall remain fully responsible for its subcontractors, and shall at all times retain full responsibility for the proper performance of its obligations.

14. FORCE MAJEURE

14.1. A Force Majeure Event means an event, or series of related events, that is outside the reasonable control of the Party affected (including but not limited to failures of the internet, underlying cloud hosting and platform service providers, or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, disputes affecting any third party, change to the law, pandemic, disaster explosions, fires, flood, riots, terrorist attacks and wars).

14.2. If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event. Any performance times agreed upon shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable due to the Force Majeure Event.

14.3. A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (a) promptly notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.

14.4. A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

15. SPECIFIC TERMS

15.1. In addition to this GTC, additional Category Terms will apply as follows:

- i) In case the Customer is purchasing Hardware by means of the Agreement, additional Category Terms for Hardware will apply that can be consulted here.
- ii) In case that by means of the Agreement the Customer is purchasing a licence or subscription to use Software, additional Category Terms for Software will apply that can be consulted here.
- iii) In the case the Customer is contracting Services by means of the Agreement, additional Category Terms for Services will

apply that can be consulted here.

16. MISCELLANEOUS

16.1. Entire agreement. The Parties agree that the Agreement to which these General Terms & Conditions form an essential part, including information which is incorporated into such Agreement by written reference constitutes the entire agreement between the Parties concerning the subject matter hereof, and it supersedes all prior proposals, agreements, or other communications between the parties (oral or written) regarding such subject matter. This Agreement can only be amended in writing and as explicitly agreed by both Parties.

16.2. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible to give effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable.

16.3. Non- waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

16.4. Non- solicitation. During the term and for a period of one year after the termination or expiration of this Agreement, neither Party shall (directly or indirectly) recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any employee of the other Party.

16.5. Assignment. Neither Party may assign the Agreement in whole or in part without the prior written consent of the other Party, provided that no such consent will be required to assign the Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under the Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning Party's assets.

16.6. Notices. Any notice or other communication (other than daily communications) under this Agreement given by either Party to the other will be deemed to be properly given if given in writing and delivered in person or by e-mail, if acknowledgement received by return e-mail or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at the address in the header of the Agreement.

17. APPLICABLE LAW AND JURISDICTION

17.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the country where the Vintia contracting entity has its registered address, excluding its conflicts of law provisions.

17.2. If a dispute arises out of this Agreement, the Parties shall together seek to resolve it on an amicable basis. Should it be impossible to reach an agreement on the matter under dispute, the Parties, waiving any forum of their own, hereto irrevocably agree that the courts where the Vintia contracting entity has its registered address shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation which cannot be settled in an amicable way.

18. DEFINITIONS

18.1. For the purposes of this Agreement, the term herein shall have the meaning set forth hereon:

- i) **“Cover Document”** shall mean the signatory document executed by Customer and Vintia that confirms the Quotation and incorporates all applicable terms and conditions.
- ii) **“Hardware”** shall mean any devices, supplies, data carriers or other equipment that is not Software and that is sold by Vintia as part of the Solution.
- iii) **“Infringement Claim”** shall mean any claim brought against the Customer by an unaffiliated third party alleging that Customer’s use of the Solution provided by Vintia during the term of the Agreement infringes its intellectual property rights.
- iv) **“Purchase Order”** shall mean the binding document that is issued by the Customer to Vintia confirming its intention to purchase Hardware, Software and/or Services and specifying the type and quantity thereof.
- v) **“Quotation”** shall mean the document that is issued by Vintia to the Customer which might specify, among other things, (i) the specific type and quantity of the Hardware and /or Software, (ii) the scope of work of the Services, (iii) the pricing and/or payment conditions, (iv) the form of delivery, and (v) a reference to the existence of this GTC. The specific Quotation might be determined in the Framework Agreement.
- vi) **“Services”** shall mean any service provided by Vintia in relation to the Solution, such as (but not limited to) hosting, maintenance & support, preventive maintenance, training, consultancy and software development services.
- vii) **“Software”** shall mean any on premise or cloud software offering of Vintia for ticketing and booking management, including the solutions known as Recreatex and Enviso, together with all its components, underlying source codes and the documentation or materials delivered or made available to the Customer in connection thereto, as well as any modules, upgrades and updates of the same. The type and scope of the modules or subscription of the Software contracted by the Customer shall be those detailed in the Quotation.
- viii) **“Solution”** shall mean the Vintia offering consisting of Hardware, and/or Software, and/or Services.
- ix) **“Subscription”** shall mean the temporary licence that the Customer needs to purchase from Vintia, and that enables the Customer to have access to and use the corresponding Software over a specific period of time.
- x) **“Framework Agreement”** shall mean the agreement that is entered into between Vintia and the Customer governing the terms and conditions of their business relationship which includes a reference to the existence of this GTC.

Disclaimer:

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