

## Terms and Conditions for MGIT Services

(valid from 16 December 2017)

### § 1. Subject of the Terms and Conditions

The Terms and Conditions for MGIT'S Services set out the general terms for the provision by Michał Gargul, operating under the business name of Michał Gargul IT with its registered seat at ul. Rynek Dębnicki 6/1, 30-319 Kraków, tax ID, NIP 9442064639, stat. ID, REGON 122511000, hereinafter: "MGIT", of Technical Support services, Servicing Activities, Programming Services, as well as other services agreed individually in the Orders to recipients of such services, hereinafter: "CLIENT".

MGIT and the CLIENT shall hereinafter be referred to as collectively as "Parties".

These Terms and Conditions are available and may be downloaded by the CLIENT in a recordable and storable form at the following address <https://mgit.pl/regulamin>.

### § 2. Definitions

Whenever one of the following terms is used in the Terms and Conditions, it shall be understood to mean:

- a) **Technical Support** – services described in detail by the provisions of the Terms and Conditions and the relevant Orders, intended to keep the IT System operational and ready to support the CLIENT's business and the services provided under the CLIENT's Orders. Technical Support may be provided as:
  - Personal Support,
  - Remote Support or
  - Consulting.
- b) **Servicing Activities** – services described in detail by the provisions of the Terms and Conditions and the relevant Orders, which involve basic repairs and maintenance of the Computer Hardware, not requiring the use of specialized tools. The Servicing Activities may be provided as:
  - Personal Support,
  - Remote Support.
- c) **Programming Services** – services described in detail by the provisions of the Terms and Conditions and the relevant Orders, which involve the creation of new software and adaptation or modification of existing software; unless described otherwise, the same rules apply as for the Technical Support services.
- d) **Personal Support** – manner in which MGIT provides Technical Support services or Servicing Activities, which involves MGIT representatives providing the services in person at the CLIENT's premises or at another location designated by the CLIENT.
- e) **Remote Support** – manner in which MGIT provides Technical Support services or Servicing Activities, which involves the provision of services by remote connection, by telephone, within MGIT's premises or by any other means that does not require personal attendance by MGIT representatives at the CLIENT's premises or at another location designated by the CLIENT.
- f) **Consulting** – manner in which Technical Support services or Servicing Activities are provided which involves consulting provided in the form of meetings, representing the CLIENT, preparing materials and documentation.
- g) **Terms and Conditions** – these Terms and Conditions for MGIT's Services.
- h) **Computer Hardware** – hardware owned by, or being at the disposal of the CLIENT under an agreement with a third party, such as computers, laptops, printers, scanners, keyboards, network devices.
- i) **Computer Software** – software owned by, or being at the disposal of the CLIENT under an agreement with a third party, such as (e.g. rental, lending, lease agreement, etc.), run on the Computer Hardware.
- j) **Third-party Services** – network services and programmes provided by a third party independent of MGIT, such as hosting, external links, cloud computing, etc.
- k) **IT System** – as the context requires, Computer Hardware, Computer Hardware or Third-party Services (separately or jointly).
- l) **Availability Hours** – time intervals within which MGIT provides Technical Support services or Servicing Activities at the request of the CLIENT, as specified in the Basic Services Price List.
- m) **Support Request** – information to MGIT about the occurrence of an event justifying a request for a response from MGIT as part of Technical Support services or Servicing Activities (quote), and an inquiry about the terms for the provision of Programming Services or other IT services provided under an Order.
- n) **Order** – service agreement or a piecework agreement, concluded by the CLIENT and MGIT in accordance with the Terms and Conditions, specifying the scope and terms for the provision by MTIG of the services specified therein, in particular:
  - provision of Technical Support services or Servicing Activities,
  - provision of Programming Services,
  - purchase at the expense and for the account of the CLIENT of specified consumables, computer hardware or software,
  - provision of other IT or related services beyond the scope of standard Technical Support services or Servicing Activities.
 An Order shall not require a written form and may be entered into by the Parties in the manner set out in the Terms and Conditions, including by implication.
- o) **Basic Services Price List** – document sent to the CLIENT by MGIT in a PDF file, specifying the current list and prices of the basic services and their characteristics, proposed to the CLIENT. MGIT is entitled to unilaterally change the Basic Services Price List during the term of the agreement which was concluded by accepting these Terms and Conditions.
- p) **IT Coordinator** – person designated by the CLIENT, responsible on the part of the CLIENT for the coordination of activities relating to the provision of Technical Support services, Servicing Activities, Programming Services or other services covered by the Order; the IT Coordinator's duties shall include in particular:

- intermediating in the communication with the users of the CLIENT's IT System,
- collecting information and gathering documentation on the cooperation,
- providing MGIT with information necessary for due provision of Technical Support services, Servicing Activities, Programming Services or other services provided under Orders, and
- organising access to spaces necessary for the provision of Technical Support services or Servicing Activities or Programming Services.

The designation of the IT Coordinator by the CLIENT shall be tantamount to granting this person authority to act on behalf of the CLIENT to the extent necessary to perform the duties and tasks specified above and in the individual provisions of the Terms and Conditions without the need for further confirmation by the CLIENT (power of attorney).

- q) **Personal Data** – information about an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.
- r) **Personal Data Processing** – any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- s) **Personal Data Controller** – natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data where the purposes and means of such processing are determined by European Union or Member State law.
- t) **Processor** – natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
- u) **Time of Response** – period of time from the moment MGIT registers the Support Request to the moment an MGIT representative attempts to provide Technical Support services or Servicing Activities; stated in hours or days, calculated within Availability Hours.
- v) **Failure** – state of failure of the IT System affecting all or part of its components that occurs suddenly and causes parts of the components to malfunction or the IT System to become totally inoperable.
- w) **Critical Failure** – failure that has a significant impact on the operation or unavailability of the IT System, its priority components or the ability to meet the CLIENT's vital business needs.

### § 3. General Provisions of the Terms and Conditions

1. These Terms and Conditions shall apply to the use of Technical Support services, Servicing Activities, Programming Services or other services provided under Orders, unless it follows from the Standing Cooperation Agreement that certain services are governed, in whole or in part, by rules other than specified in these Terms and Conditions. The placing of an Order or making a Support Request shall equal a confirmation that the CLIENT has familiarised itself with the Terms and Conditions of MGIT Services and the Basic Services Price List and accepts them in whole.
2. The CLIENT shall designate persons authorised to place Orders and make Support Requests, providing MGIT with a list of such persons; until the said list is provided to MGIT, each of the IT System users on the part of the CLIENT shall be authorised to place Orders and Support Request, and it shall be presumed that a user of the IT System on the part of the CLIENT shall be any person communicating with MGIT using the e-mail address within the main Internet domain of the CLIENT.
3. It is recommended to designate at least one person on the CLIENT's side as IT Coordinator; if the nature of the Technical Support services, Servicing Activities, Programming Services or other services provided by MGIT under Orders to the CLIENT requires the designation of an IT Coordinator, MGIT shall inform the CLIENT and the CLIENT shall, within 30 days, designate a person to perform this function and notify MGIT. It is recommended that the designation of a person as IT Coordinator and removal of the person from this function be done by e-mail.
4. The CLIENT shall follow written instructions and guidance provided by MGIT on the use of the Computer Hardware and Computer Software.
5. The CLIENT shall inform MGIT promptly about any irregularity in the operation of the IT System covered by the Technical Support services or Servicing Activities.
6. The CLIENT shall not make any material changes to the configuration of the IT System covered by the Technical Support or Servicing Activities without the agreement of MGIT. MGIT shall not be liable for material changes in the configuration of the IT System made without its knowledge or without prior agreement of the Parties.
7. The CLIENT shall only make Support Request regarding MGIT's provision of the Technical Support services or Servicing Activities when justified. If a Support Request made by the CLIENT and received by MGIT is unreasonable, MGIT reserves the right to charge the CLIENT with such costs as would have been payable to MGIT for the provision of the Technical Support services or Servicing Activities had the Support Request been reasonable.
8. The CLIENT shall make available to MGIT the IT System for purposes related to the provision of the Technical Support services or Servicing Activities. Such making available shall be performed in a manner enabling the provision of the Technical Support services or Servicing Activities.
9. The CLIENT shall cooperate with MGIT in the provision of Technical Support services or Servicing Activities or Orders to the extent indicated by MGIT and necessary for the provision of the aforementioned services by MGIT.
10. MGIT shall, upon its own initiative, recommend and, after the prior consent of the CLIENT, carry out actions intended to ensure correct operation of the IT System covered by the Technical Support.
11. In an emergency, if, in MGIT's judgement, immediate action is required and MGIT cannot obtain the CLIENT's consent in a timely manner, MGIT shall have the right to take on its own initiative reasonable and necessary actions as part of Technical Support services to secure correct operation of the IT System covered by the Technical Support services without obtaining the CLIENT's prior consent to making changes to the configuration of the IT System.
12. MGIT may collect from the CLIENT the Computer Hardware, Computer Software or data processed in the IT System to perform the Technical Support services or Servicing Activities only upon its approval.

13. The CLIENT's consent to the transfer to MGIT of the Computer Hardware, Computer Software or data processed in the IT System and a confirmation of receipt by the CLIENT of the return of the aforementioned items from MGIT, subject to Clause 14, may take:
  - a) written form – the transfer report shall clearly state the object of the receipt or return, the signature of the transferor and the transferee and the date,
  - b) electronic form – the transferor person shall send an email to the transferee specifying clearly the transferred item, and the transferee shall confirm receipt by a return message; it is recommended that the subject line include the word "transfer" and brief information on the object which is transferred,
  - c) oral form, and in such a case MGIT may confirm the oral arrangements concerning the transferred object in a short summarising email message sent to the CLIENT; in such a case, a return confirmation from the CLIENT is not required and where the CLIENT does not report reservations promptly, the CLIENT shall be deemed to have confirmed the transfer and the circumstances indicated in the e-mail message.
14. If the object of transfer contains or may contain confidential information and there are no technical possibilities of dismantling or disconnecting the elements containing confidential data (e.g. disks, CD/DVD/BDs, memory cards, etc.) a written or electronic form is recommended.
15. The liability of MGIT or the CLIENT for any damage caused in connection with the provisions of the services under an Order, including Technical Support services, Servicing Activities or Programming Services, shall be limited only to the actual damage (*damnum emergens*) suffered by MGIT or the CLIENT.
16. The total liability of MGIT or the CLIENT for any damage connected with the provision of the services under an Order, including Technical Support services, Servicing Activities or Programming Services:
  - a) for the damage connected with the Technical Support services and Servicing Activities, shall be limited to the total of the net amounts for the Technical Support services under the invoices for the last 3 months,
  - b) for the damage connected with the provision of Programming Services or other services under an Order, shall be limited to the amount of MGIT's net fee under the Order concerned.
17. The limitations of liability referred to in Clauses 15 and 16 shall not apply to any damage caused intentionally.
18. The CLIENT shall not be entitled to set off any amounts of damages against MGIT's fee.
19. Neither MGIT or the CLIENT shall be liable for non-performance or undue performance of their obligations as a result of the occurrence of a Force Majeure event. The Parties shall notify each other of the occurrence of a Force Majeure event affecting the performance of the services covered by the Order, including Technical Support services, Servicing Activities or Programming Services, and – in the event of its occurrence – shall make appropriate arrangements. The notifications referred to in the preceding sentence shall be made in writing or by any other available means immediately after the Force Majeure event occurs.
20. MGIT shall not be liable for any damage resulting from incorrect use of the IT System by the CLIENT, the CLIENT's failure to comply with these Terms and Conditions or particular Orders and any other causes which are not due to MGIT's fault.
21. MGIT shall not be liable for any damage resulting from errors and defects of the Computer Hardware, Computer Hardware, which it has not created or manufactured, or for any damage resulting in connection with the provision of Third-party Services.
22. MGIT shall give the CLIENT a 1-month guarantee for the effects of the repairs it does itself as part of the Technical Support services or Servicing Activities, unless the Parties agree otherwise in the Order. As part of the guarantee, in the event a repair is identified as ineffective, the CLIENT shall be entitled to request MGIT to perform the repair again at MGIT's expense (this shall not include costs, if any, of materials, spare parts, accessories, hardware or software necessary for the performance of the service, which shall be covered by the CLIENT).
23. The Technical Support services or Servicing Activities shall be provided during Availability Hours, provided that MGIT, at the request of the CLIENT, may express its consent to the provision of services also outside the Availability Hours.
24. The Technical Support services or Servicing Activities shall be provided only on the territory of Poland, subject to the possibility of their provision also outside the territory of Poland as part of Remote Support or, with MGIT's consent, also Personal Support.
25. MGIT shall provide Technical Support services, Servicing Activities or Programming Services under Orders agreed with the CLIENT, to the extent and upon the conditions specified therein and in these Terms and Conditions.
26. The subject of Orders may be:
  - a) Technical Support services,
  - b) Servicing Activities,
  - c) Programming Services,
  - d) order for MGIT to purchase, at the CLIENT's expense, specified consumables, computer hardware or software,
  - e) provision by MGIT of other IT or related services going beyond the standard services of Technical Support services or Servicing Activities.
27. Orders concerning Technical Support services or Servicing Activities shall be placed and agreed on the basis of the Support Requests made by the CLIENT as part of direct communication (e-mail, telephone) between the CLIENT and MGIT. MGIT proceeding to provide Technical Support services or Servicing Activities upon the receipt of a Support Request shall equal its acceptance (conclusion of the Order).
28. It is recommended to agree and place Orders concerning Programming Services, as well as the services indicated in Clauses 26.d) and 26.e) in accordance with the following procedure:
  - a) making a Support Request to request such services, the CLIENT shall present, in a documentary form, a general description of the subject of the Order and an inquiry about the terms of execution of the Order,
  - b) MGIT, within 14 days of the receipt of the Support Request, shall present the CLIENT, in a documentary form, with the proposed terms of execution of the Order, including a detailed description of the services to be provided, deadlines for their performance, as well as the amount and terms of payment of the fee (quote) or shall provide information about the impossibility of executing the Order to the extent expected by the CLIENT,
  - c) the CLIENT, within the time specified in the terms of execution of the Order, shall confirm the proposed terms of execution of the Order (acceptance of the quote) or refuse to accept the same (rejection of the quote).
29. MGIT shall not transfer Computer Hardware, Software, the data of the CLIENT or parties working with the CLIENT, or information about the CLIENT or parties working with the CLIENT, which is not public and/or commonly available, to any third party, unless such obligation follows from the applicable law or the CLIENT agrees thereto.

30. In the case where, in connection with the performance of the Agreement or Orders by MGIT it is necessary to entrust MGIT with personal data processing, the controller of which is the CLIENT, before proceeding to perform the relevant activities the Parties may additionally execute a separate agreement on entrusting personal data processing. If this is the case until an agreement on entrusting personal data processing is concluded, MGIT shall be entitled to refrain from the provision of services or other performances to the extent that they could involve the processing by MGIT of personal data controlled by the CLIENT.
31. MGIT shall make every effort to immediately resume the provision of the services under the Order, but shall not guarantee to the CLIENT without a Standing Cooperation Agreement, the Time of Response to a Support Request, or time to resolve a problem as part of Technical Support services or Servicing Activities. The Maximum Time of Response to a Support Request, Support Request of a Failure and Support Request of a Critical Failure may be defined in the Standing Cooperation Agreement. The final decision on the classification of a Support Request as to whether it is a Support Request, Support Request of a Failure or Support Request of a Critical Failure shall be taken by MGIT. The definition of Critical Failure may be detailed in the Standing Cooperation Agreement.
32. The contact data necessary for the provision of the services under an Order, including Technical Support services, Servicing Activities or Programming Services and methods and rules of communication are set out in the Basic Services Price List and/or the Standing Cooperation Agreement.
33. MGIT reserves the right to refuse to perform the services covered by a Support Request, and to refuse to propose the terms of provision of the services under a Support Request without stating the reason therefor. As concerns the services provided under the Standing Cooperation Agreement, refusal may only take place in justified cases.
34. For the provision of services under the Terms and Conditions and the Standing Cooperation Agreement, MGIT's sole liability under warranty for defects shall be excluded.

#### **§ 4. Remote access, configuration copies, logs and notifications**

1. Elements of the CLIENT's IT System may be accessed remotely which requires a consent to the connection on the CLIENT's side; such a form of remote access shall not require an additional consent to be used.
2. The CLIENT may express its consent in written format or by email for MGIT to:
  - a) have permanent, unsupervised access to elements of the CLIENT's IT System,
  - b) be able to store backup copies of the configuration elements of the CLIENT's IT System,
  - c) be able to gather and process logs from elements of the CLIENT's IT System as part of MGIT's IT System,
  - d) be able to receive and process notifications from elements of the CLIENT's IT System as part of MGIT's IT System.
3. The CLIENT may withdraw the consents specified in § 4(2); in such a situation MGIT shall comply with the CLIENT's instruction immediately, at the latest within 60 calendar days, which means that MGIT's access to the CLIENT's IT System shall be closed and, within technical possibilities and reasonable measures, the collected log data on the side of MGIT's IT System shall be removed. MGIT reserves the right not to delete elements that comprise archive documentation, i.e. elements stripped of all of the CLIENT's confidential information, collected to document the work carried out by MGIT.
4. MGIT is not obliged to respond to incidents it records itself as a result of log collection and to notifications received in the case of a CLIENT without a Standing Cooperation Agreement; the information collected is to be used primarily to improve the Technical Support services or Servicing Activities services reported by the CLIENT.
5. Closing of access by MGIT to the CLIENT's IT System shall involve deleting, disabling, changing the characteristics or changing login data of accounts, network connections or other methods of access to the CLIENT's IT System, which were used by or provided to MGIT. The CLIENT is obliged, within 14 calendar days from the date of termination of the services by MGIT, to complete and verify the process of terminating access for MGIT. After the expiry of this deadline, the process of closing access for MGIT shall be deemed fully and correctly completed.

#### **§ 5. Payments**

1. The CLIENT shall make timely payments under the invoices correctly issued by MGIT.
2. The date of payment shall be the date on which MGIT's fee is credited to MGIT's bank account.
3. In the event the CLIENT is in delay with the payment of any amounts due for the provision of the services under the relevant Orders, including Technical Support services, Servicing Activities or Programming Services, MGIT shall be entitled to charge interest which shall be twice the current interest for the delay in commercial transactions.
4. Payments for Technical Support services, Servicing Activities and execution of individual Orders as herein specified shall be made on the basis of VAT invoices issued by MGIT in Polish zlotys with the payment term specified in the Basic Services Price List, the Standing Cooperation Agreement or the documentation of the Order concerned.
5. The CLIENT agrees to MGIT issuing and sending invoices electronically; invoices shall be sent by MGIT in PDF format from MGIT's e-mail address: [faktury@mgit.pl](mailto:faktury@mgit.pl) to the e-mail address indicated by the CLIENT, and if such e-mail address is not indicated – to the address publicly indicated by the CLIENT (e.g. on its websites) as the principal contact address of the CLIENT's office or registered seat.
6. MGIT reserves the right to refuse new and discontinue previously started Technical Support services or Servicing Activities and to discontinue other services covered by Orders in the event the CLIENT is in delay with the payment of any amounts due for the services covered by any Order or other correctly issued invoices.

#### **§ 6. Data Controller**

1. The Personal Data Controller shall be Michał Gargul operating under the business name of Michał Gargul IT with its registered seat at ul. Rynek Dębnicki 6/1, 30-319 Kraków, e-mail: [email@mgit.pl](mailto:email@mgit.pl), subject to § 7(1) of the Terms and Conditions.
2. The Data Controller operates the business of providing services in information and computer technologies and hence it processes the personal data of its clients. MGIT also processes the personal data of its counterparties (providers of goods and services).

3. Personal data are processed in order to provide services in accordance with these Terms and Conditions, under and in connection with the agreement which is concluded, the need to fulfil the legal obligation of the Controller and based on legitimate interests pursued by the Controller or a third party.
4. Personal data shall be processed until their expiry date, but for no less than 5 years.
5. The provision of personal data is a requirement under the agreement made with the data subject, and failure to provide them shall result in the impossibility of performing the agreement which has been concluded.
6. The personal data of data subjects may be transferred inter alia to parties providing legal or tax services, business engaging in the supply of goods, manufacturers, suppliers, distributors, wholesalers or retailers of goods and services offered by MGIT and public authorities.
7. The Personal Data Controller shall provide data subjects with the right of access to personal data, the right to rectification of personal data, the right to request erasure or restriction of processing of personal data. The data subject may also object to the processing of personal data and has the right to transfer personal data to another data controller. If the data subject voluntarily consents to the processing of personal data, the data subject has the right to withdraw consent to the processing of personal data at any time, which does not affect the lawfulness of the processing performed on the basis of consent prior to its withdrawal. In addition, the data subject has the right to lodge a complaint with the supervisory authority for compliance with the provisions on personal data protection.
8. The personal data of data subjects shall not be transferred to a third country (outside the European Economic Area) and/or an international organization.
9. Personal data shall not be processed by automated means, including profiling. Personal data shall only be processed for the purpose for which they were originally collected.

### § 7. Entrusting personal data processing

1. The Personal Data Controller within the meaning of this paragraph shall always be the CLIENT.
2. The Processor within the meaning of this paragraph shall be Michał Gargul operating under the business name of Michał Gargul IT with its registered seat at ul. Rynek Dębnicki 6/1, 30-319 Kraków.
3. The scope of processing shall be the processing of personal data by the Processor on behalf of the CLIENT in connection with the provision of the services, in accordance with these Terms and Conditions.
4. The nature and aim of personal data processing by the Processor, including the operations and basic activities shall be aimed at ensuring the provision of services in the manner described in these Terms and Conditions.
5. The entrusting of personal data processing shall include the processing of all personal data provided to the Processor by the CLIENT, including: basic personal data, such as name and surname, contact details such as e-mail address, telephone number, etc., special categories of personal data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or health data, location data, traffic data, personal data processed in connection with the transmission of information in an electronic communications network or the compilation of statistics relating to such traffic, data relating to the content of the communication, such as e-mails, voice messages, SMS, MMS, etc.
6. The entrusted personal data shall be processed by the processor for as long as the processor processes the personal data on behalf of the Data Controller.
7. The Processor's obligations shall include:
  - a) having regard to the state of technical knowledge, the cost of implementation and the nature, context, purpose of the processing and the risk of violation of the rights or freedoms of natural persons of varying degrees of probability and seriousness, implementation of appropriate technical and organisational measures to ensure a degree of security of the entrusted personal data corresponding to that risk.
  - b) processing the personal data entrusted to it in the manner specified in these Terms and Conditions.
  - c) maintaining the secrecy of the personal data entrusted to it for processing and other confidential information by effectively and appropriately securing the personal data and information, restriction of the persons having access to the personal data and information, preventing access to the personal data and information by unauthorised persons and preventing unauthorised alteration, modification and deletion of the personal data and information.
  - d) providing the Personal Data Controller upon its request with information on the security measures applied by the Processor, threats and risks identified on its part relating to personal data processing.

### § 8. Final Provisions

1. These Terms and Conditions shall apply from **16 December 2017** until amended or revoked by MGIT.
2. MGIT reserves the right to amend these Terms and Conditions or the Basic Services Price List, and MGIT shall notify the CLIENT of such amendment at least 14 days in advance by sending the CLIENT by email the new version of the Terms and Conditions, or the Basic Services Price List in a PDF file.
3. The CLIENT shall have the right to terminate the framework agreement concluded with MGIT by accepting the Terms and Conditions within the period indicated in the preceding provision, with effect from the date of entry into force of the new Terms and Conditions, the new Basic Services Price List or relevant amendments to their content, unless such amendments are dictated by changes to generally applicable law.
4. These Terms and Conditions are available on MGIT's website at the address: <https://mgit.pl/regulamin> and shall additionally be sent by MGIT as a PDF file at the request of the CLIENT made electronically and sent in an e-mail message to MGIT's email address at: [hd@mgit.pl](mailto:hd@mgit.pl).
5. Matters not regulated by these Terms and Conditions shall be governed by the applicable provisions of the Civil Code and other applicable laws.
6. Any disputes arising out of or in connection with the provision of the Technical Support services, Servicing Activities and Orders shall be resolved by the Parties through amicable negotiations. If no agreement is reached, the court competent to resolve the dispute shall be the court having jurisdiction over the registered seat of MGIT.
7. Last update of these Terms and Conditions: **1 June 2021**.