
1. General provisions

1.1. These General Terms and Conditions for the provision of services and a service agreement (hereinafter referred to as the “Agreement”) are concluded between FORTES LTD (hereinafter referred to as the “Provider”) and any person, including, but not limited to legal entities and individuals (hereinafter referred to as the “Client ”) that uses any of the services provided by the Provider, collectively referred to as the “Parties”, and individually as the “Party”.

1.2. Provider undertakes, for a fee, to provide services (hereinafter referred to as the "service") that are designed, intended and specified to significantly reduce or eliminate denial of service (DoS) attack traffic directed at the Client's service(s). This Agreement is valid throughout the entire period of the Client's subscription. The countdown of the subscription period starts from the moment the order for the service is activated on the Provider's official website, and ends 1 (one) calendar month after the start of such countdown. Placing and activating an order indicates that the Client provides the Provider with an irrevocable offer to conclude the Agreement on the terms and in the manner prescribed below in this Agreement, as well as that he has read its full text and the text of all Annexes to it, understands them content, agrees with them and undertakes to comply with them.

2. Validity and terms of termination of the Agreement

2.1. This Agreement shall enter into force upon activation of the order by the Client on the official website of the Provider (<https://fortes.pro/>) and shall be valid for the prepaid period, except for cases of its early termination on the grounds provided for in this Agreement. Each of the Parties has the right to unilaterally terminate this Agreement at any time by sending a written notice to the other Party in the event of the following circumstances:

2.1.1. If the other Party materially or repeatedly violates any of its obligations under this Agreement;

2.1.2. If the other Party is declared insolvent or declared bankrupt, as well as if it is a party to any legal proceedings related to its liquidation or insolvency (bankruptcy);

2.1.3. If the other Party is temporarily or permanently subject to revocation or suspension of permits, licenses, certificates necessary to fulfill its obligations under this Agreement.

2.2. Termination of the Agreement does not release the Parties from any liability caused by non-compliance with its terms or failure to fulfill their obligations. Obligations to maintain the confidentiality regime do not lose their force even after the termination of this Agreement and must be fulfilled by the Parties within 3 (three) years from the date of receipt of such confidential information.

3. Cost of services and payment procedure

3.1. The Client is subject to a periodic subscription fee for the services provided by the Provider. The amount of the subscription fee is set according to the selected tariff plan and is indicated on the official website of the Provider. The client is notified in writing, by any form of communication, of reaching the traffic limit provided for by the selected tariff plan, while he should be offered to purchase additional traffic for an additional fee. In any case, when going beyond the limit of the tariff plan, an additional fee is charged from the Client.

3.2. The Provider has the right, at its discretion, but not more than once a month, to change the amount of the subscription fee. The Provider undertakes to notify the Client of such a change no later than 7 (seven) calendar days prior to the effective date of the new subscription fee. If the Client does not agree with the amount of the new subscription fee, he has the right to terminate the Agreement unilaterally by sending a written notice to the Provider. In this case, the Agreement will be considered terminated by the last day of the old subscription fee.

3.3. The Provider reserves the right to change the components of tariff plans, as well as to introduce new and liquidate existing tariff plans.

3.4. The Client undertakes, within 5 (five) banking days from the date of invoicing by the Service Provider, but in any case not later than the end date of the prepaid period, to fully pay the subscription fee for the services provided by the Provider in the amount established by the tariff plan.

3.5. The Client undertakes to make every possible effort to prevent the occurrence of debt on his part, and also undertakes to notify the Provider of his disagreement with the calculation of the payment amount no later than 3 (three) calendar days before the deadline for making payment for the billing period.

3.6. The client undertakes to pay for the services in advance. If the advance payment is not made within the time specified in the issued invoice, the provision of the service is automatically suspended on the day after the end of the prepaid period.

3.7. The Client's obligation to pay is considered fulfilled from the moment the funds are received to the Provider's settlement account specified in the details of the issued invoice.

3.8. After the receipt of funds to the Provider's settlement account, the Client receives a confirmation of successful payment to the email specified when ordering the service on the Provider's website.

4. Privacy and data protection

4.1. The Provider and the Client undertake to keep in strict confidentiality any information that is exchanged with each other as part of the execution of the terms of this Agreement, as well as information that became known to them or was obtained in the course of their cooperation.

4.2. Confidential information means any inside or other confidential information that one party (hereinafter referred to as the "receiving Party") receives from the second party (hereinafter referred to as the "disclosing Party") during negotiations or throughout the entire term of this Agreement, in relation to which the disclosing Party intends to keep it confidential, including (but not limited to) the following information: discoveries, ideas, concepts, know-how, technologies, designs, samples, software, data, drawings, drawings, computer programs and documentation, proposals, patent applications, business information, strategic plans and development plans, employee lists, business directories, marketing plans, web service workflows, software components, technical or financial information communicated by means of communication in oral, written, graphic, optical, electromagnetic or other form, as well as any other information that may be provided by the disclosing Party, or information that is not publicly available and to which the disclosing Party may provide access to the receiving Party or to another person in accordance with the terms of this Agreement.

4.3. Confidential information that is disclosed orally may be protected under this Agreement only if it is determined to be confidential or proprietary (proprietary) at the time of disclosure, and the fact of its disclosure will subsequently be confirmed in writing within 30 (thirty) calendar days from the moment of transfer of this information orally.

4.4. The Parties undertake to take all reasonable measures to limit the disclosure of confidential information during the entire term of this Agreement, and in case of its termination - within 3 (three) years from the date of receipt of such information. In particular, but not limited to the following, each of the Parties undertakes:

4.4.1. protect and protect confidential information from unauthorized use, publication or disclosure, using all reasonable efforts, but in any case, no less than the efforts that it makes to protect its own confidential information;

4.4.2. not use confidential information for purposes other than those necessary to fulfill the obligations of the Party under this Agreement;

4.4.3. directly or indirectly, in any way, do not discover, reverse engineer or decompile, or disassemble, communicate, publish, disclose, transfer or otherwise use any confidential information, except in cases where it is approved by the disclosing Party in accordance with this Agreement;

4.4.4. not use any confidential information for the purpose of carrying out illegal or unfair competitive actions or for the purpose of obtaining an illegal advantage against the disclosing Party in any kind of commercial activity;

4.4.5. not disclose confidential information to any individual or legal entity, except as described in this Agreement, without the prior written consent of the disclosing Party.

4.5. Unless otherwise agreed by the Parties, then all samples, drawings and other documents transferred in any way by the disclosing Party remain the property of this Party and, upon its written request, must be immediately returned to the owner. Otherwise, the receiving Party shall provide evidence of the destruction of such confidential information to the reasonable satisfaction of the disclosing Party.

4.6. The Parties are not responsible for the disclosure or use of confidential information provided by the other Party, if the said information:

4.6.1. is or becomes publicly available at any time from any source that is not the disclosing Party; or

4.6.2. provided for disclosure by the disclosing Party; or

4.6.3. was legally obtained from a third party company or companies; or

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4.6.4. is, at any point in time, received by the receiving Party absolutely independently of the disclosure of any such information by the disclosing Party; or

4.6.5. disclosed at the request of authorized state authorities or in a judicial proceeding to which the receiving Party is directly related.

4.7. The Party bears full responsibility for the disclosure of confidential information, except as provided in clause 4.6 of this Agreement.

4.8. Each Party undertakes to notify the other Party in writing, as soon as possible after becoming aware of it, of any disclosure, misappropriation or misuse of confidential information.

4.9. Neither Party shall have the right to use the confidential information of the other Party in the provision of services to any third party without the prior written permission of the disclosing Party, except in cases of joint cooperation with the disclosing Party.

4.10. In order to obtain a written consent to the disclosure of confidential information, the Party that intends to disclose such information must send a written request to the Disclosing Party by e-mail. If, within 7 (seven) business days from the receipt of the request, the Disclosing Party does not send a response letter about its consent or disagreement with the disclosure, the consent is considered received.

5. Rights and obligations of the Provider

5.1. The Provider, in accordance with this Agreement, undertakes to maintain performance parameters with the proper metrics system at an optimal level 24 hours a day, 7 days a week, 365 days a year (24x7x365). The Client receives the service directly from the Provider, provided that his balance with the Provider is positive.

5.2. The Provider reserves the right, from time to time on an ongoing basis, to carry out scheduled maintenance to improve, improve or maintain an appropriate level of service. The Provider is obliged to notify the Customer about scheduled maintenance 24 hours in advance.

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5.2.1. The Provider undertakes to promptly notify the Client of the occurrence of such events, for the period of which the Provider has the right to temporarily suspend the provision of these services.

5.2.2. The Provider is not obliged to refund funds previously paid by the Customer for the service provided during the scheduled maintenance period.

5.2.3. The Provider is not obliged to refund the funds paid by the Client for properly rendered services in the past period of time, regardless of whether the Client used the services provided or not. The Provider is not obliged to make a refund if the provision of services was terminated due to the fault of the Client.

5.3. The Provider and its subcontractors do not bear full and exclusive responsibility for the fact that the services provided may contain errors, are not uninterrupted and fault-tolerant, and also do not guarantee that the services provided meet the Client's expectations. Any information provided by the Provider, as well as its subcontractors or agents, in any case cannot be regarded as declaring such guarantees.

5.4. The Provider has the right to suspend or completely terminate the provision of all or part of the services if the Client violates the obligations stipulated in this Agreement or in cases where the Provider considers such measures reasonable and necessary to prevent damage or avoid other negative consequences.

5.5. The Provider has the right to withhold the amount paid by the Client as a compensation for material and non-material damage caused by or to him as a result of the Client's violation of the conditions of this Agreement.

5.6. The Provider has the right to cancel the balance of the Client's personal account, if the Client's status is inactive for 6 (six) continuous months.

5.7. The Provider is not liable to the Client and the cost of paid services is not refundable in case of:

5.7.1. non-fulfillment by the Client of its obligations to the Provider;

5.7.2. lack of Internet connection caused by local problems on the Internet or malfunctions in external resources of the provider's network, as well as in cases where the malfunction of the Internet, data transmission medium or equipment located between the provider and the Client is due to other factors;

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5.7.3. non-compliance by the Client with the instructions and requirements put forward by the Provider in relation to the services provided by him;

5.8. The Provider undertakes to comply with and fulfill the obligations assigned to it, specified in Section 7 of this Agreement, as part of the provision of services at a level sufficient to effectively mitigate DDoS attacks with a force of no more than 50 Mpkts/s (fifty million packets per second).

5.9. The provider reserves the right to provide protection against attacks with a force of more than 50 Mpkts / s (fifty million packets per second) under a special corporate tariff plan, the connection to which requires additional negotiations.

5.10. In order to improve the quality of the services provided, as well as in connection with any emerging risk factors, taking into account the category of the site and / or the nature of its content and parameters for its protection, the Provider has the right to offer the Client a more suitable tariff plan than the one that was previously selected by the Client.

6. Rights and obligations of the Client

6.1. The Client undertakes to timely and in full pay the subscription fee for the use of the services provided by the Provider.

6.2. In case of detection of unavailability of the service or a malfunction that could affect the quality of the service, the Client undertakes to immediately, but no later than 24 hours after the occurrence of such an event, notify the Provider through the ticket system, access to which the Client has in his personal office located on the Provider's website.

The absence of such notification releases the Provider from liability for the deterioration of the quality of the service provided or the suspension of its provision that occurs during the period of the relevant events.

6.3. In the process of using the services, the Client undertakes to comply with the established standards of business ethics and in no way violate the rights and legitimate interests of the Provider and / or third parties. Customer acknowledges that it has no intent to engage in any activity performed by the Service Provider that violates any local, state, national or international laws, statutes, ordinances, rules or regulations. If the Provider becomes aware that such a violation has taken place, it has the right to unilaterally terminate this Agreement by sending a corresponding notice to the Client through the ticket system of the Provider's website. In this case, the cost of paid services is not refundable.

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6.4. The Client confirms his agreement that the service is provided through a single and common infrastructure. The Client's access to additional services is terminated in the event of the expiration of the term for the provision of the main service. The Provider shall not be liable to the Client to provide any assistance related in one way or another to the Client's transition to an alternative provider of similar services.

6.5. The Client agrees to use the services provided by the Provider solely for lawful purposes, not to allow them to be abused. In any of the cases specified in this clause of the Agreement, but not limited to them, it will be considered that the Client has violated the terms of this Agreement:

6.5.1. initiating, facilitating, soliciting or using a domain name or URL hosted by the Provider for the Client or the Client's end user to direct or redirect any malicious traffic;

6.5.2. use by the Client, through the services provided by the Provider, of a domain name (including redirection to websites) for the purpose of creating, transmitting, distributing or storing materials, information and methods, or performing actions that: infringe trademarks, patents, copyrights, trade secrets, or other intellectual property rights; violate the confidentiality of personal data, public and other personal rights of third parties; use tools designed to compromise security (including password recovery software, hacking tools, or other network scanning tools); violate international export control, data protection, or anti-terrorism laws; violate banking secrecy; violate the privacy of a connection, whether by vulgar content, threats, blackmail, discrimination, violence or incitement, with malicious intent, against a specific group of people; use tools to insult; use content known to contain viruses, or content that incites any crime or civil unrest;

6.5.3. any attempt by the Customer to hack, manipulate, entice, aid or facilitate the manipulation or hacking of the security modules of the Provider's network or any of its other systems (including for the purpose of gaining unauthorized access to or use of information, a system or network; scanning or testing a system or network for vulnerabilities; violations of security measures; unauthorized monitoring of information or traffic; preventing the normal provision of a service to any client, host or network; spoofing any TCP / IP packet headers and any other part of the message header);

6.5.4. using a domain hosted by the Provider or a service provided by the Provider to distribute a large number of materials of exactly the same content or send them to thematic conferences in the form of sending spam messages;

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6.5.5. sending a large number of emails to people who did not express a desire to receive them, regardless of whether this mailing provoked complaints from recipients, whether there were falsified headers and inaccurate contact information (The Provider has a policy that does not allow sending spam messages that are offensive messages and messages containing advertisements to persons who did not express a desire to receive them).

6.6. The Provider reserves the right to immediately suspend or terminate the provision of services if it considers that the Customer has committed or is currently committing abuse of the services. Termination of the provision of services implies that the Client will no longer be able to access or use any of the services provided to him before, until the fact of violation of this Agreement is confirmed or denied. The

Provider undertakes to take all necessary actions from him to establish the actual circumstances as soon as possible. The Client agrees to make any reasonable efforts to cooperate with the Provider.

6.7. The Client acknowledges that the Provider has no control over the content or information passing through the Provider's network. The provider does not bear any responsibility for the presence of illegal content or information. By using the service, the Client undertakes not to install software on its server that may impede or interfere with the normal functioning of the equipment that the Provider uses to provide the service.

6.8. The Client undertakes, on the principles of good faith cooperation, to protect the business reputation of the Provider throughout the entire term of this Agreement and at its end. The Client agrees to provide complete, accurate and up-to-date information requested by the Provider under this Agreement. In order to maintain the required level of reliability of information, the Client, throughout the term of this Agreement, undertakes to timely inform the Provider of any significant changes in his data. The Client agrees that the Provider has the right to contact him to get acquainted with the information that is regarded by the Provider as information of interest to the Client. These communications may include: promotional emails, as well as emails containing information about service or product improvements, notifications about changes in the services provided, as well as notifications about new services and products, or any other information related to the aforementioned messages. The Client agrees that the Provider has the right to use the name (company name) of the Client in promotional mailings for relevant marketing purposes.

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7. Guarantees and compensation

7.1. The Client purchases a reliable service from the Provider in the form of a set of functionality with the parameters stated in this Agreement; at the same time, the Client agrees to use the service only in the way it was envisaged during its development or adaptation by the Provider.

7.2. The Client has the right to a full or partial refund of the payment made for the service, if the actual use of the service was prevented by its unavailability caused by the faulty actions of the Provider. For the purposes of this Agreement, the unavailability of the service is understood as the complete unavailability of the Client's service, which arose as a result of a "denial of service" attack with a force of no more than 50 Mpkts / s (fifty million packets per second), provided that access to the Client's resources from the Internet is attack time can be carried out only through the Provider's network.

7.3. If the Client detects the unavailability of the service and promptly informs the Provider about it, as required by clause 6.2 of this Agreement, the Provider is obliged immediately, but no later than 24 hours from the date of receipt of the notification from the Client, to inform him of the causes of the failure and the period of time, which is required to eliminate the interruption in the provision of the service, if the actions necessary to eliminate the problem are within the responsibility of the Provider. The Client has the right to terminate this Agreement and / or demand a refund of the amount of payment in the amount proportional to the unused time if the service was not resumed by the Provider within the period agreed by him or if he did not respond to the notification of the Client within 24 hours.

7.4. The Client agrees that the refund of the amounts paid by him will be carried out in accordance with the following rules, conditions and time frames:

The Provider does not provide refunds to individuals who purchased or obtained the service through resellers, distributors, or individuals. Refunds will only apply to services covered by applicable rate plans or overage charges and will not apply to any other professional or custom designed services provided by the Provider. A full or partial refund of payment is made only at the written request of the Client and is carried out by crediting funds to the balance of his personal account.

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7.5. A full refund of payment must be made no later than 1 (one) calendar month from the receipt of a written request for a refund from the Client, but only if the unavailability of the service lasted more than 12 consecutive hours during this month, and the Provider was informed about this, as required by paragraph 6.2 of this Agreement.

7.6. A partial refund of payment must be made within 1 (one) calendar month from the date of receipt of a written request for a refund from the Client, but only in cases where:

7.6.1. if the unavailability of the service lasted more than 10 minutes, but less than 60 minutes in a row during this month, and if the Provider was informed about this, as required by clause 6.2 of this Agreement - in this case, the Provider makes a refund in an amount equal to the payment for one day, calculated on the basis of monthly payment for services according to the Client's tariff plan;

7.6.2. if the unavailability of the service lasted more than 1 hour, but not more than 6 hours in a row during this month, and if the Provider was informed about it, as required by clause 6.2 of this Agreement - in this case, the Provider makes a refund in an amount equal to payment for three days, calculated on the basis of the monthly payment for services according to the Client's tariff plan;

7.6.3. if the unavailability of the service lasted more than 6 hours in a row, but not more than 12 hours in a row during a given month, and if the Provider was informed about this, as required by clause 6.2 of this Agreement - in this case, the Provider makes a refund in an amount equal to the payment for seven days , calculated on the basis of the monthly payment for services according to the Client's tariff plan.

7.6.4. the service was not resumed by the Provider within the period specified by him, or he did not respond to the notification of the Client within 24 hours, as required by clause 7.3 of this Agreement - in this case, the Provider makes a refund in the amount of a proportional payment for the period of time during which the service is actually has not been or will not be used.

7.7. Warranties and compensations do not apply to the protection service at the application level of services, other websites (for example, TeamSpeak, Lineage2, Minecraft, World of Warcraft, etc.).

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8. Free test access

8.1. To get acquainted with the possibilities of services provided by the Provider, the Client can use the free tariff plan of the service.

8.2. For oznakomleniya with vozmozhnosti of other services, the Client can request from the Provider a free testovy dostup, obosnovav ego neobhodimost and oboziv test plan. Po eachomu podobnomu request The Provider makes an individual decision, o ktorom notifies the obrotherly Client.

9. Responsibility of the Parties

9.1. The Internet consists of many independent networks that interact with each other and are not controlled or monitored by the Provider. The Customer acknowledges this and agrees not to hold the Provider responsible for any problems caused by the inappropriate operation of these networks. In such cases, if the Internet services provided by the Internet Service Provider or any of the Internet networks of the environment do not function properly, and these services or networks cannot be used as planned, there may be temporary or permanent, partial or complete interruptions. in the delivery of a service over a specified period of time.

9.2. The Client agrees that the Provider shall not be liable for losses or additional costs to the Client caused by unavailability of services due to malfunction or interruption of the ISP's network(s). Neither these circumstances nor abuses on the part of the Client are subject to the Provider.

9.3. The Provider shall not be liable either to the Client or to third parties for any violation of the security requirements of the Client's network, system or equipment, as well as any loss or theft of information transmitted via the Internet or located on computers directly connected to the Internet. Neither the Provider nor any other party associated with the installation, provision, suspension or deactivation of the Services, nor any party involved in the maintenance of the Services, shall be liable to the Customer or third parties for any loss of profits, data, equipment, network or web unavailability. -site, any cases or any losses arising from the foregoing, and will not accept claims under this Agreement, even if the Provider informs the Client about the possibility of such losses. The Provider, under no circumstances, shall be liable for any damage caused by the Client to third parties, or any losses and lost profits of the Client and third parties arising from the use of the services provided.

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9.4. The Client agrees, on the principles of good faith cooperation, to protect the Provider from unreasonable claims in the situations described in this section of this Agreement, both on its part and on the part of third parties, and not to lay responsibility for them on the Provider, including its officials and trustees. persons, employees and independent contractors, partners, agents, as well as to protect the Provider from all types of damage, costs, liability, litigation and indemnification.

9.5. The Client agrees to defend the Provider from the risks, investigations, processes and courts arising out of a violation committed by the client or its employees, customers, subscribers, business partners, agents, representatives or other end users of the services. In such case, each end user must be informed by the Client of all the requirements of this Agreement if the user is authorized by the Client or any other of the listed parties to use the services, or already uses or has access to the services through the equipment or facilities of the Client. The Client is obliged to strive to prevent violations of warranties by its representatives, as well as violations of the agreements listed here, as well as to prevent any conduct that is defined as abuse; prevent the negligence or intentional mischief of its representatives; defend the Provider against any official charges arising from the use of the services by the Client himself or his representatives.

9.6. The Parties are not liable for failure to fulfill their obligations due to force majeure ("force majeure"), that is, events that he could not foresee or prevent, including, but not limited to the following: military operations, terrorist acts, epidemics, embargoes, acts of God, strikes, as well as interruption or delay in the provision of telecommunications services, actions taken by providers or manufacturers, interruption of the supply of electricity necessary to provide the service, as well as government requirements and acts. The time for the fulfillment of obligations under this Agreement is postponed until the termination of

such circumstances and their consequences. In the event that their validity lasts more than three months, either Party has the right to refuse to perform the Agreement, while returning to the other Party the amounts paid minus its confirmed expenses. The existence of force majeure circumstances must be confirmed by acts of authorized bodies.

9.7. Under no circumstances will the Provider be liable to the other Party for direct and indirect damages of any nature, including but not limited to the following: loss of business, income, profits, intangible assets, increase in value or incurring additional costs, attorney's fees; it does not matter whether or not the damage is due to contract, tort or strict liability.

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9.8. In the event of non-receipt of the payment from the Client within 7 (seven) calendar days after the expiration of the payment period, the Provider deletes the service settings and the Client's files placed as part of the service indication on the Provider's resources.

9.9. The provider is not responsible for the actions of transit operators in communication (3 persons), which may affect the delivery of traffic through the network, as well as the actions of 3 persons performing route interception (BGP hijacking).

10. Restrictions and license

10.1. All rights and interests in all services and work titles, the Provider's network and any technologies used by the Provider to provide the Services, and all related technologies such as computer code, other materials and work products (including the domain name of the server, proxy system, router and switch system, IP networks, software, information and knowledge) and all intellectual property incorporated in or derived from this structure shall be deemed to be the sole property of the Provider and its licensors.

10.2. The Provider has the right to provide the Client with limited, completely free or completely paid, revocable rights, not transferable to third parties, and not subject to sublicensing, solely for the development of the Client's own activities and only for the time specified by the period of use of the service.

10.3. Neither Customer nor any other person acting on its behalf may modify, adapt, sublicense, transfer or resell for profit, distribute or create derivative works based on Provider's acquired property for own use. Provider and its licensors retain all exclusive rights.



11. Final provisions

11.1. The Provider has the right to revise and supplement this Agreement at any time. If the Provider notifies the Client about the occurrence of such changes by any means of communication, including through the client portal, and the Client does not express his disagreement with them within 5 (five) business days, then all changes and additions to this Agreement become effective and will apply to the Client in full.

11.2. By entering into this Agreement, the Client confirms the voluntary transfer to the Provider of any information specified by him in the registration form. The Provider confirms that all data transferred to it by the Client is under the confidentiality regime, while the Provider undertakes to use all confidential information solely to fulfill obligations under this Agreement.

11.3. After the conclusion of this Agreement, all previous oral and written agreements between the Parties shall not be valid. This Agreement is considered as the main document regulating relations between these Parties.

11.4. All disputes arising between the Parties from this Agreement, including those relating to its validity, interpretation, execution, are subject to consideration by the Arbitration Court at the location of the Respondent. Claim order is required. The term for consideration of the claim is 30 (thirty) calendar days.

11.5. The free space below on this page was left intentionally. Everything stated below is considered invalid and has no legal relation to this Agreement.