Terms and conditions of supply and e-commerce

Ginja® / Puzzli Education Technologies Ltd

2024-03-08

1 Introduction

Our webite (located at https://ginja.org, hereafter referred as "Site") is owned and operated by Puzzli Education Technologies Ltd, a company registered in England and Wales under company number 12418842 and with registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom.

Please read these terms and conditions carefully before using our website or placing an order.

2 Acceptance of Terms

These Terms and Conditions (hereafter, "Terms") are accepted by either confirming the 'I accept the terms & conditions' checkbox during the registration process or by effectively using the Site. In this case, you acknowledge that we consider the use of the Site as acceptance of these Terms. These Terms can be reviewed, saved, or locally printed at any time from https://ginja.org/en/politicas.

By purchasing goods or services from us or on the Site, you agree to be bound by the Terms. If you are not willing to be bound by the Terms, please do not purchase our goods nor our services from us nor from the Site.

3 Changes to terms

We reserve the right, at our discretion, to modify, add, or remove any or all of these Terms and Conditions at any time and each such change shall be effective immediately upon posting.

Please check the Terms periodically for changes. You can always see the latest and in force at https://ginja.org/en/politicas.

Your continued use of this Site and purchase of Products or Services from us following the posting of changes to these terms and conditions will mean you accept those changes. Please check the Terms before every purchase.

If the revised Terms apply to any existing provision of services, we will notify you of the changes.

You have the right discontinue the use our products and services should you no longer agree with the amended Terms. To do so, please contact us at the address listed at https://ginja.org/en/contacto.

4 Privacy policy and Acceptable use policy

Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy: https://ginja.org/en/politicas.

5 Age restriction

You shall not use our Site if you are below the age of 16 years old because under this age, you do not have legal capacity to provide your personal information.

You shall not purchase any services from our Site if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

6 Acceptable use of our Products and Services

We grant permission to use our content (image, trademark, PDFs, videos, and other materials) in the following contexts:

- home and family use: adults using our Products or Services with children under their care, such as showing the videos at home on mobile devices, computers, or television screens;
- school use: teachers, educators, or psychologists using our Products or Services with pupils in their school, for example showing our videos to students on a computer or a videoprojector;
- therapeutic and professional support use: healthcare, foster care, and social care professionals using our Products or Services with their clients or patients.

In all these cases, our products and services are not a substitute for professional help, e.g. a psychologist or psychiatrist, and shall not be construed as such.

To combat license sharing and sustain our business, the standard license limits your use of our products and services to a single device at the same time. When you purchase a license, you must provide a personal email address (or a professional email address in case of an institutional purchase) and not a generic email address created for the purpose of accessing our content; you must also provide a mobile phone number where you shall receive an access code by text message each time that you wish to enter our website. If need more devices, you need to purchase a special license or request an exception.

All other uses of our Products and Services and our content (image, trademark and videos), including but not limited to cinemas, companies, outdoor events, or TV, are explicitly prohibited without our previous authorization, are against the Terms accepted upon your registration on the Site, and are a violation of our Intellectual Property Rights. We reserve the right to pursue legal action and seek an indemnity from you, as set in the article below regarding copyright. If in doubt, please contact us.

7 Products

We have made every effort to display the images of the Products accurately on our Site, but they are for illustrative purposes only.

All sizes, weights, capacities, colours, dimensions and measurements indicated on our Site have a 5% tolerance. The graphic design may vary between the displayed images and the final product. Products delivered and packaging may vary slightly from those images.

8 Acceptance of order in case of purchase of Products

In case you purchase a Product from us:

- These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the Order issued to you by email (Dispatch Confirmation). We are not bound by the Order unless we accept it in writing.
- 2. If there is any conflict between these Terms and any term of the Order, the Order will take priority.
- At the time of acceptance of an Order an order number is assigned to you. You should quote the order number in all your subsequent correspondence relating to the Order.
- 4. If you have already paid for the Products and we are unable to supply you with a Product because the Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, we will notify you and will refund you the full amount (including any delivery costs charged) as soon as possible.

9 Acceptance of order in case of purchase of Services

In case you purchase a Service from us:

- 1. These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email (Email Confirmation) or when we contact you to tell you that we are able to provide the services or products to you. We are not bound by the order unless we accept it in writing.
- 2. If there is any conflict between these Terms and any term of the order, the order will take priority.

10 Assignment of your Intellectual Property Contributions

In case you decide to provide us comments and feedback, you agree implicitly to assign to us all intellectual property arising from your contributions. These contributions include, but are not limited to, the following channels:

- the comment forms on our website;
- our groups on WhatsApp;
- · our page or groups on Facebook;
- · any online community that we may set up in the future;
- participatation in our user interviews over the phone or by email.

If you do not wish to grant us the intellectual property rights of your contributions, you should not send us comments nor feedback.

11 Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

12 Representations

- You acknowledge and agree that by entering into this Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy.
- 2. You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.
- 3. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

13 Right to Cancel

- Your legal right to cancel a Contract starts from the date on which you receive the Dispatch Confirmation (in the case of a Product) or an Order Confirmation (in case of a Service).
- 2. You have the right to cancel the Contract for 14 days after the date of purchase.
- If during the relevant period you intend to cancel the Contract with us, you can notify us of your decision and receive a refund.
- 4. Nevertheless, you cannot cancel Contract in below cases:
 - 4.1. once the Products are unsealed;
 - 4.2. if Products are mixed inseparably with other items after their delivery.

14 Return and Refund

- 1. To cancel a Purchase:
 - 1.1. You should fill in the cancellation form available on our Site at https://ginja.org/en/politicas. The Dispatch Confirmation will also have a link to the cancellation form. On receipt of your cancellation form we will e-mail you confirmation of receipt.
 - 1.2. You can also e-mail us at the address listed at https://ginja.org/en/contacto or by post to the address listed at that same page. If you are emailing us or writing to us please include details of your order.
 - 1.3. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.
- 2. If you cancel your Purchase we will:
 - 2.1. Refund you the price you paid for the Products after deducting any reduction in the value of the Products that has been caused by your handling them in an unacceptable manner.
 - 2.2. Refund you any delivery costs you have paid calculating them on the basis of the least expensive delivery method that is generally acceptable. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- 2.3. Make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - i. if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us:
 - ii. if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you notify us that you intend to cancel the Contract.
- 3. If you have returned the Products because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- We will refund you in vouchers if you used vouchers to pay for our Products. Otherwise, we will refund you by bank transfer.
- 5. If a Product has been delivered to you prior to your decision to cancel your Contract:
 - 5.1. Then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please contact us if you have doubts about our Returns Policy. If we have offered to collect the Products from you, we will collect the Products from the address to which they were delivered;
 - 5.2. You will be responsible for the cost of returning the Products to us except where the Product is faulty or not as described. If the Product cannot be returned by post, then the costs of delivering it by carrier should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, you will be charged with the direct cost to us of collection, which is $\in 10$ (10 euros).
- 6. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 14 or anything else in these Terms. You can seek advice on your legal rights from your local Citizens' Advice Bureau or Trading Standards office.

15 Delivery

In case of purchase of Products:

- 1. We will let you know the estimated delivery date which will be within 30 days after the date of the Dispatch Confirmation, including in the case of a pre-order of a Product (where we take your payment before fabricating or even designing the product, but for which we send the Dispatch Confirmation when ready to send the product). Our delivery date may occasionally be affected by Circumstances Beyond Our Control in which case please see clause 28 below.
- 2. If no one is available at your address to take delivery, we will leave you a note to rearrange delivery.
- 3. Delivery of an Order shall be deemed to be completed, and you will be responsible for the Products from that time, when:
 - 3.1. we deliver the Products to the address given by you;
 - 3.2. we deliver the Products directly to you; or
 - 3.3. a carrier organised by you to collect Products from us collects the Products from us.
- Upon receipt of full payment (including all applicable delivery charges) you will be the owner of the Products.

- 5. If we fail to deliver Products within 30 days, then you may cancel your Order straight away if any of the following applies to you:
 - 5.1. we have refused to deliver the Products;
 - 5.2. delivery within the delivery deadline was essential considering relevant circumstances; or
 - 5.3. you informed us prior to acceptance of your order that delivery within the delivery deadline was essential.
- 6. In this case, if you do not wish to cancel your order straight away, or do not have the right to do so under clause 15.5, you can specify a new reasonable delivery deadline, and you can cancel your Order if we do not meet the new deadline.
- You can cancel your Order under clause 15.5 or clause 15.6, only for some of the Products or all of them, unless splitting them up would significantly reduce their value.

16 International delivery

- Delivery of Products to International Destinations outside of Portugal are at our sole discretion on a case-by-case basis. Please contact us for more information.
- Delivery of Products to International Delivery Destinations will be subject to applicable import duties and taxes payable by you. Prior to placing an order you should contact your local customs office for information on this.
- You agree to comply by all applicable laws of country to which Products are delivered and we shall not be liable for any such violations.

17 Provision of Services

In case of provision of Services:

- 1. We will supply the services to you from the date set out in the order for the period set out in the order.
- 2. We will make every effort to provide the services on time. However, there may be delays due to an Event Outside Our Control. See clause 28 below for our responsibilities when an Event Outside Our Control happens.
- 3. We will need certain information from you that is necessary for us to provide the services, for example: name, email, address, phone number. We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this clause 17.3, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.
- 4. We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 17.4 but this does not affect your obligation to pay for any invoices we have already sent you.
- 5. If you do not pay us for the services when you are supposed to, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you validly dispute an invoice). We will contact you to tell you this. This does not affect our right to charge you interest.

18 If there is a problem with free services

In the case of free services, for which you did not pay us a monetary amount:

- 1. We reserve the right to amend, limit, or discontinue the scope and functionality of said services at any time. Although we shall make all reasonable efforts to provide our service without interference, maintenance, development, and / or other issues may limit or temporarily interrupt its potential utilization. These circumstances may result in a potential data loss.
- 2. We shall not be held liable for the availability of the Service or lack thereof or the absence of interference or data loss.

19 If there is a problem with paid services

In the case of paid services:

- $1. \ \,$ In the unlikely event that you are not happy with the services:
 - 1.1. please contact us and tell us as soon as reasonably possible:
 - 1.2. please give us a reasonable opportunity to repair or fix any defect; and
 - 1.3. we will use every effort to solve the problem within 7 days.
- 2. As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 3. Before we begin to provide the services, you have the following rights to cancel our services:
 - 3.1. Subject to clause 19.4 below, you may cancel any order for services at any time within 14 days of the date of our email confirmation of your order by using the Form of Cancellation at https://ginja.org/en/politicas. We will confirm your cancellation in writing to you;
 - 3.2. If you cancel an Order under clause 19.3(a) and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you;
 - 3.3. Nevertheless, if you cancel an order for services and we have already started providing the services by that time, you will pay us any costs we have reasonably incurred in providing part of the services at the pro-rata of the number of days of services used, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.
- 4. If we have completed providing the services, you have no right to cancel, even if this is within 14 days of our email confirmation of your order.
- 5. Outside of the grace period of 14 days, all sales of services are final and you are not entitled to a refund.

20 Termination

1. We may terminate the contract for services at any time with immediate effect by giving you written notice if:

- 1.1. you do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment; or
- 1.2. you break the contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing.
- 1.3. we deem, with acceptable certainty and at our sole discretion, that continuing our business-customer relationship is detrimental to our business, to our mission, or to both.
- You may terminate the contract for services at any time with immediate effect by giving us written notice if we break the contract in any material way and do not correct or fix the situation within 14 days of you asking us to in writing.

21 Prices

- The Prices of the Products and Services are specified on our Site and confirmed on the checkout page or on the confirmation email. We may change our prices any time, but that will not affect the prices for confirmed orders.
- 2. Our prices are inclusive of VAT only when explicitly mentioned in the sales page. However, if there is a change in the rate of VAT between the date of the order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.
- 3. Delivery cost of Products is not included in the price specified for a Product and will be added to the due amount.
- 4. Despite our best efforts, there may be incorrect prices on some of the services. If the correct price is less than a price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakeable and mispricing could have been recognised reasonably by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.

22 Third Party Manufacturer guarantees

- Some of the Products have a third party manufacturer's guarantee as provided with the Products. This is in addition to your consumer rights in relation to Products that are faulty or not as described.
- This guarantee does not apply to any defects in the Products arising from:
 - 2.1. normal wear and tear;
 - 2.2. any alteration or repair by you or by a third party not authorised by us as a repairer;
 - your failure to operate or use the Products in accordance with the user manual;
 - wilful damage caused by abnormal storage or working conditions, accident, negligence by you or by any third party; and
 - 2.5. any specification provided by you.

23 Payment

 Payment for services is to be made in advance by bank transfer, except where agreed otherwise in writing between us. 2. If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of our bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

24 Data sharing

If we have a partnership with a third party, for example with a Parent-Teacher Association that advertises our products or services, or offers a financial discount on your purchase of our products or services, you agree that we share your personal information with this third party. We have a legitimate interest in this sharing to increase our impact, to assess the relevance and scope of our outreach campaigns, and to develop our business. This data sharing will be governed by a stand-alone data sharing agreement between us and such third party. Both we and this third party will act as "data controllers" and we will comply with the our obligations under the General Data Protection Regulation.

25 Limitation of liability

- In no event shall we be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from your use of the services, even if we have been advised of the possibility of such damages.
- 2. We are responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 3. In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the judgment. In the event that a court of competent jurisdiction does not allow such limitation on liability and awards damages against us in excess of such amount, you agree to release us from all damages and liability in excess of such amount.
- 4. Products supplied by us are for non-commercial purposes only. You shall not use the Products for any business or re-sale, commercial purpose. We are not liable to you for any loss of business, loss of profit, loss of business opportunity, or business interruption.
- 5. Our liability does not exclude or limit in any way:
 - 5.1. fraud or fraudulent misrepresentation;
 - 5.2. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 5.3. defective products under the relevant laws;
- 6. This clause 25 shall survive termination of the Contract.

26 Copyright

1. We retain all copyright and other rights to products and services (both free and purchased), and to the published content, information, images, videos, and databases (hereinafter referred to as "protected property"). Any modification, reproduction, publication, disclosure to third parties, and / or other exploitation of the protected property without the our prior written consent or of the corresponding partner are therefore expressly prohibited (aside from the cases explicitly allowed in clause 6).

- 2. The present contract grants you a licence to use our intellectual property in the cases described in clause 6.
- 3. In the case of your use of our free products or services, this license can be terminated at any time by us.
- 4. In the case of your use of purchased products or services, the duration of the license is the one set in the purchase order.
- 5. You cannot transfer your rights and obligations under these Terms to any another person without our written approval. If you decide to stop using our products and services, you shall delete, extinguish, or return all the original materials to us. In no case whatsoever are you allowed to give or sell our products or services to a third party.
- You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.
- In no circumstance whatsoever are you allowed to copy, replicate or otherwise distribute our Intellectual Property.
- 8. The download of videos is similarly expressly forbidden, except with our prior written consent.
- 9. In the event that you have copied the Intellectual Property (in whole or in part) or otherwise infringed our Intellectual Property Rights in using our Intellectual Property, you agree to fully reimburse us for (or in legal terminology to indemnify and keep us indemnified against) all damages, losses, lost profits, costs, expenses, fees (including reasonable professional fees) and any other liability incurred by us arising as a result of any third party using our Intellectual Property arising directly or indirectly out of your breach of our the Intellectual Property, with a minimum indemnity of 5 (five) times the amount of the purchase order.
- 10. You agree to indemnify and hold us, our subsidiaries, and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of any of our Products and Services in violation of these Terms and Conditions and/or arising from a breach of these Terms and Conditions.

27 Collection and use of personal data

- Upon registration on the Site, you provide consent for us to use your personal data, including your name, address, telephone number, e-mail address, in order to further contact you to improve our service and provide selective information or news from us.
- 2. You have the possibility, at any time and without providing any reason whatsoever, to withdraw your consent in the future. The consent withdrawal must be submitted via e-mail with the address provided at https://ginja.org/en/contacto.
- 3. After your withdrawal we shall, delete or anonymise, and no longer use your personal data for these purposes.

28 Circumstances beyond our control ("force majeure")

- If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure nor delay.
- Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties,

riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, failure of private or public telecommunications networks, failure of our providers of cloud computing infrastructure, or cyber-attacks by malevolent actors.

- 3. If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:
 - 3.1. you will be notified as soon as reasonably possible; and
 - 3.2. the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.
- 4. If Circumstances Beyond Our Control occur and continue for more than 30 days and you do not wish us to provide the services, you may cancel the contract in accordance with clause 13. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 30 days in accordance with our cancellation rights in clause 20.

29 Notice

- Any notice to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to Puzzli Education Technologies Ltd, at the address provided at https://ginja.org/en/contacto or at the address listed at that same webpage.
- Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the order.

30 Disclaimers

- 1. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of our Products and Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with any of our Products and Services.
- 2. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of any of our Products and Services, from any Content posted on or through our Site, or from the conduct of any Users of our Products and Services, whether online or offline.
- Our Products and Services are provided "AS-IS" and as available and we expressly disclaim any warranty of fitness for a particular purpose or non-infringement.
- We cannot guarantee and do not promise any specific results from use of our Products and Services.

31 Miscellaneous

- We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.
- 2. This contract is only between you and us. No other third person shall have any rights to enforce any terms.
- This Agreement operates to the fullest extent permissible by law.

- 4. Each paragraph of these Terms is separate and distinct form other. If any court or relevant authority determines any clauses of these Terms is unlawful, then such determination will not affect other clauses and all other remaining clauses will remain in effect and full force.
- 5. Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.
- The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- 7. Ginja® is a registered trademark in Portugal with number 672621. Bulgy, Atletismo Emocional, O Guru das Emoções and The Feelings Guru are also trademarks. All trademarks belong to Puzzli Education Technologies Ltd, a company registered in England and Wales under company number 12418842 and with registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom.

32 Disputes

- English law governs these Terms and contract between you and us without prejudice to the UN Sales Convention (CISG).
- 2. If there is any dispute about or involving any of these Terms and Conditions, or a contract between us and you, or our Products and Services, you agree that the dispute shall be governed by the laws of England and Wales, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in English courts. Either we or you may demand that any dispute between us and you about or involving any of the aforementioned must be settled by arbitration utilizing the dispute resolution procedures of the European Arbitration Association (EAA) in provided that the foregoing shall not prevent us from seeking injunctive relief in a court of competent jurisdiction.

33 Contact us

For any questions or queries you can contact us by e-mail us at the address listed at https://ginja.org/en/contacto .