



TERMS AND CONDITIONS OF USE

Version effective October 1, 2024.

Article 1. Legal information

The purpose of the present general conditions of use (hereinafter the "GCU") is to define the terms of access and use of the Yespark mobile application, and the yespark.fr website (hereinafter the "Website") published by Yespark, SAS with a capital of 1.572 euros, whose registered office is located at 10 rue de Penthièvre - 75008 Paris, registered with the Registre du Commerce et des Sociétés de Paris under number 801 558 495, telephone number 09 80 80 35 76 (hereinafter the "Company" or "YESPARK").

YESPARK, represented by Mr. Thibaut Chary in his capacity as Chairman and Mr. Charles Pfister in his capacity as Managing Director, holds a professional real estate license in the "Transaction" and "Gestion immobilière" categories, n°CPI 7501 2017 000 019 582, issued by the CCI de Paris-IdF and valid until 17/05/2026. Yespark holds (i) a financial guarantee of €1,500,000 in respect of its Property Management activity (guarantees being provided by CEGC, 16, rue Hoche - Tour Kupka B - TSA 39999 - 92919 La Défense Cedex), and (ii) civil liability insurance underwritten by ALLIANZ I.A.R.D under number 57990879.

YESPARK is an online platform operator which offers an online public communication service consisting of (i) the classification and referencing, by means of computer algorithms, of Car Parks on the Website and the Application (as these terms are defined below), as well as (ii) the online sale of offers to reserve Places within the said Car Parks.

By accessing and using the YESPARK Site and/or Application, the User accepts and undertakes to comply with the GCU. Use of the YESPARK Site and/or Application implies full acceptance of the GCU.

YESPARK reserves the right to adapt or modify these GCU at any time, within the limits authorised by regulations. In the event of modification, reference will be made to the GCU in force on the day of connection. The User is therefore invited to consult the GCU on a regular basis in order to keep abreast of the most recent changes made to them.

Article 2: Definitions

In the present, the terms below have the meaning given to them here, or which is given to them punctually in the body of the GCU:

	Subscription/Booking:	Refers to the User's subscription to one of the Offers proposed by YESPARK.
Application:		Refers to the YESPARK application on which the Offers are accessible and for which the Company holds all property and intellectual property rights.
GCU:		Refers to the present general terms and conditions of use of the Site and/or the Application applicable to Users of the Site and/or the Application.
Content:		Refers to elements inserted by Users on the Application, for which they remain owners and responsible.

GCS :	Refers to (i) the General Terms and Conditions of Sale for Parking Space Reservation Offers (hereinafter the "Parking GTCS"), (ii) the General Terms and Conditions of Sale for the Recharge Offer (hereinafter the "Recharge GTCS").
Account:	Refers to the account to be created by each User in accordance with the procedure described in the GCU, and from which the User accesses the Offers covered by the GCU.
Personal Data:	Refers to all types of information, data and content, collected and processed as part of the use of the Offers, hosted by YESPARK, which, within the meaning of the French Data Protection Act of January 6, 1978 and Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the Processing of personal data and on the free movement of such data, make it possible to designate or identify, directly or indirectly, a natural person.
Pitch:	Refers to a space within a YESPARK referenced Car Park that Users can use to park and/or charge their vehicle, and referenced by Partners.
IRVE:	Refers to all the electric or hybrid vehicle charging infrastructure installed, managed and maintained on the Location by YESPARK within a Building (as defined in Appendix 2) as developer, IRVE operator and mobility operator within the meaning of Decree no. 2021-546 of May 4, 2021. The IRVE consists of the Network and at least one Charge Point installed on a Location (see definitions given to these terms in the Recharge GCS).
Offer	Refers to the various Subscription and Reservation offers proposed by YESPARK on the Site and/or the Application: (i) an Offer for parking on one or more Spaces in a Car Park(hereinafter the "Parking Offer"), (ii) a Recharge Offer for an electric or rechargeable hybrid vehicle on an IRVE provided by YESPARK (hereinafter the "Recharge Offer"), (iii) an Offer for additional offers (the "Additional Offers").
Parking:	Refers to a parking lot belonging to a Partner, to which the User has access as part of the subscribed Offers.
Partner:	Refers to a company or organisation owning or managing one or more Car Parks referenced by YESPARK on the Website and/or the Application, or a company proposing an offer within the said Car Parks in collaboration with YESPARK.
Site:	Refers to the www.yespark.fr website developed by the Company, on which the Offers are available and for which the Company holds all property and intellectual property rights.
User:	Refers to a natural or legal person who holds an account on the Site and/or the Application, and who has ordered one of the Offers.

Article 3 - Duration

The GCU are entered into by the User and YESPARK for an indefinite period.

Article 4. Definition of Offers

Through its Site and Application, the Company proposes various Offers to Users:

- A platform offering the sale of parking space reservation Offers (the "Parking Offer").

Subscription to the Parking Service grants the User authorization to access a given Car Park and Location, for the sole purpose of parking a vehicle.

- An electric or hybrid vehicle recharging Offer between Users and YESPARK, either on a Pitch covered by a Parking Offer Subscription, or on any Pitch where YESPARK makes an IRVE available to the User (the "Recharging Offer").

Subscribing to the Recharge Offer grants the User authorization to use the IRVE for the sole purpose of recharging their vehicle.

- Various offers ancillary to parking (the "Additional Offers").

The commercial terms and conditions applicable to each of the Offers are defined in YESPARK's applicable general terms and conditions of sale (hereinafter the "GTC"). These GCS are available at the time of subscription to the Offer in question, and at any time directly on the YESPARK Site and/or Application.

By subscribing to an Offer via the YESPARK Application or Website, the User enters into a contractual relationship:

- with YESPARK for Offers provided directly by YESPARK, or,
- with the relevant Partner for Offers provided by the Partner via YESPARK.

The User will therefore be required, at the time of subscription to the Offer in question, to accept the GTC of the said YESPARK Offer, and/or the GTC of the Partner (established under the sole responsibility of the latter and over which YESPARK has no control).

It is specified that when searching for an Offer on the Site or the Application, the results are sorted by proximity of the Car Parks to the geographical search point entered by the User, as well as by increasing price.

Article 5. Access to the Site and Application

Access to the Site and Application requires the User to have Internet access and at least a smartphone. All costs relating to equipment and Internet connection are the sole responsibility of the User.

Before using the Site and the Application, the User must ensure that he/she has the technical and IT resources to use the Site and the Application, and that his/her browser allows secure access to the Site. The User must also ensure that the computer configuration of his/her hardware/equipment is in good condition and free of viruses.

The User declares that he/she is aware of the characteristics and limitations of the Internet as described below:

- That YESPARK does not guarantee that the Site and the Application, or the Offers offered therein, are free from anomalies, errors or bugs, or that these can be corrected, or that they will function without discontinuity, breakdowns or interruptions, or that they are compatible with the equipment or configuration of the equipment used by the User to access them.
- Data transmission over the Internet is relatively unreliable, and no one can guarantee that the Internet will function properly;
- That YESPARK has taken significant measures to secure access to the Website and the Application in accordance with an obligation of means, but that data circulating on the Internet may be subject to misappropriation, and that therefore the communication of passwords, confidential codes, and more generally, any information of a sensitive nature is carried out by the User at his/her own risk;

- That the Internet is an open network and that information transmitted by this means is not protected against the risks of misappropriation, fraudulent, malicious or unauthorized intrusion into the User's information system, piracy, unauthorized alteration or extraction of data, modifications, malicious alteration of programs or files, or contamination by computer viruses. That it is therefore the User's responsibility to take all appropriate measures to protect his/her own data and/or software stored on his/her servers from contamination by viruses, as well as from attempts by third parties to gain access to his/her computer system via the access service.

As a result of the foregoing, and with full knowledge of the characteristics of the Internet, the User waives YESPARK's liability for one or more of the facts or events mentioned above, as well as any unforeseeable material or immaterial damage (including loss of profits or opportunities) arising from the use or total or partial inability to use the Site, the Application or any of the Offers or functionalities offered directly or indirectly therein.

The Application runs on iOS and Android.

The User acknowledges having been sufficiently informed of the computer requirements for accessing the Site and the Application.

Article 6. Creation and use of the Account by the User

6.1How to create a User Account

To access the YESPARK Site and/or Application and benefit from the Offers, the User must first create a personal account on the YESPARK Site or Application (the "Account"). The creation of an Account is subject to acceptance of the present GCU as well as the YESPARK Privacy Policy accessible from the YESPARK Site and Application.

The User acknowledges that he/she has received all the information and advice necessary to register with full knowledge of the facts.

Opening an Account on the Site or Application is free of charge for the User.

In order to create an Account, the User must be of legal age and capable of entering into a contract.

Users expressly agree to register in their own name and for their own personal account. Each User may only have one account. YESPARK reserves the right to delete or merge multiple accounts associated with the same User.

The User must complete all mandatory information fields (e-mail address and choice of password) required to create an Account.

The information provided must be accurate, complete and up-to-date.

The information requested is compulsory and enables YESPARK and its Partners to have all the information concerning the User's identity, and in order to propose the Offers. In the event of erroneous information, the User must modify it. The User must also update this information as soon as necessary.

Through his Account, the User can access, modify or update his personal data, as well as order, pay for and use the Offers.

6. 2Registration

The account can only be used by the registered User. Access to the account is by means of logins and passwords which are strictly personal and confidential. The User undertakes to keep them secret and not to divulge or share them with any person whatsoever.

If the registered User is a legal entity, the latter must hold a list of persons having access to the account. The legal entity is responsible for compliance with the GCU by any person authorized to access the account.

In the event of loss or theft of the login or password, the User must notify YESPARK without delay at contact@yespark.fr, or by letter addressed to : YESPARK, 10 rue de Penthièvre, 75008 Paris.

Access to Offers is subject to a fee.

6.3 Duration of an account

Registration on the Site or Application is valid for an indefinite period, and the User may request closure of his/her account at any time. The Parties are bound hereby from the date of acceptance of the GCU by the User when creating an account.

The User may at any time request the deletion of his/her account by sending a request to this effect by e-mail to: privacy@yespark.fr. In principle, deletion of the Account will only be effective after the end of any transaction in progress or the effective end of an Offer, except in the case of a serious breach by the User.

Deletion of the account makes it impossible to use the Application and limits use of the Site to the section for searching for parking lots offering Offers and at the relevant rates.

6.4 Security , loss, theft and misappropriation of login and/or confidential code

When creating an account, the User enters a valid e-mail address, which is used as a login, and chooses a confidential code that meets the required level of complexity, which is used as a password. These identifiers and confidential codes are strictly confidential and for personal use only. The User therefore undertakes not to divulge them to anyone in any way whatsoever. The User is solely responsible for their safekeeping and will be presumed responsible for all acts and actions carried out from his/her account unless he/she can prove that these acts and actions were not his/her fault. Any connection, purchase of Offers or transmission of data made from the User's account is deemed to have been made by the User and under the User's sole responsibility unless the User can prove that these purchases, transmissions of data or connections were not made by the User. In this respect, YESPARK cannot be held responsible for the use of the User's login and password by a third party to whom the User has communicated them or who has gained access to them as a result of a fault, clumsiness or negligence on the part of the User.

In the event of loss, theft or misappropriation by a third party of the User's login or password, the User shall immediately inform YESPARK and request a replacement by sending an email to clients@yespark.fr.

6.5 Non-compliance with the GCU

The Company may suspend the User's account in the event of late non-compliance with any of the terms of the GCU.

This suspension will be activated by the Company at the end of a period of eight (8) calendar days following the sending by YESPARK by e-mail of a formal notice from the User which has remained unsuccessful: this applies to all cases of breach of obligations resulting from the present and/or the GTC.

However, in the event of a serious breach of the GCU by the User, YESPARK may immediately suspend the Account of the User concerned. The same applies whenever YESPARK is obliged to carry out investigations into suspected fraud or abuse on the part of a User.

At the end of a period of eight (8) calendar days following the sending by YESPARK by e-mail of a formal notice to the User which has remained unsuccessful, the User's account may be deleted.

The deletion of the User's account will *de facto* result in the termination of any Offers subscribed to by the said User, the User remaining liable for all sums incurred at the date of termination.

YESPARK also reserves the right to take any legal action it deems necessary to protect its rights.

Article 7. Obligations of the User

7.1. General obligations of the User

The User undertakes to comply with the GCU and the GTC applicable to the Offers, as well as with all applicable laws and regulations.

The User is responsible for the use of his/her User account. Any connection, subscription, data transmission or opening of a door carried out from the User's account is deemed to have been carried out by the User alone and under his/her sole responsibility.

When the User is a professional, the account may only be used by the User and his employees. The User undertakes to provide a list of persons having access to the account. The legal entity is responsible for compliance with the present terms and conditions by any person to whom access to the account is authorized.

The User shall refrain from any fraudulent, abusive or excessive use of the Solution and/or the information and data it contains. In particular, and without prejudice to the provisions of article 7.3 hereof (Intellectual Property), the User may under no circumstances use the information appearing on the Site or the Application, in particular concerning the Offers, to provide any third party with a directory service or a competing offer. The User thus undertakes not to use the Site and the Application for any purpose other than those specified in these GCU, and in particular not to use them for commercial purposes.

More generally, the User undertakes not to use the Site and the Application, or the Offers proposed therein, for fraudulent, illegal or illegitimate purposes or in an illegitimate manner, and in particular :

- in contradiction with the law, public order or morality;
- in conflict with the legitimate interests of YESPARK, its Partners or any third party, in particular by facts infringing privacy, personality rights or property or extra-patrimonial rights;
- by acts of piracy.

The User undertakes, when subscribing to an Offer, only to provide license plates for vehicles of which he is the owner or legitimate user (company or rental vehicle in particular).

Finally, the User agrees not to use the YESPARK Site or Application while driving a vehicle, as such use is illegal. Consequently, the User waives all recourse against YESPARK in this respect, and

undertakes to indemnify YESPARK for any compensation and/or condemnation of any kind that it may incur as a result.

7. 2User's obligations with regard to his actions on the Site

The User undertakes to respect the rights of third parties, in particular personal rights, property rights and intellectual property rights, in his written contributions and assessments.

The User guarantees YESPARK in the event of legal action being taken against it in respect of comments made by the User.

Car Parks can be rated by Users and by YESPARK. The first rating of a Car Park is given by YESPARK. If a User leaves a review of a Car Park, this review must be reasoned and respectful. The Car Park will benefit from a right of reply. The review may be freely deleted by the Company if it contravenes the conditions of the GCU.

In particular, the User undertakes not to use any content or disseminate any message or information of an abusive, defamatory, racist, xenophobic or revisionist nature, or that is prejudicial to the honor or reputation of others, or that incites discrimination, hatred of a person or group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion, advertising, threatening a person or group of persons, pornographic or pedophilic in nature, inciting to commit a misdemeanor, crime or act of terrorism or other, infringing the rights of others and the safety of persons and property. The User undertakes not to advertise in his messages or insert links to other sites.

Should the User become aware of any such comments appearing on the Site or the Application, he/she undertakes to inform the Company at the e-mail address contact@yespark.fr.

In accordance with article 6-I, 2 and 3 of French law no. 2004-575 of June 21, 2004 on confidence in the digital economy, YESPARK cannot be held liable for any content made available on the Site by Users.

In the event that YESPARK becomes aware of any objectionable content appearing on the Site, YESPARK will remove such content immediately and without notice.

7.3Respect for property rights and copyright protection

Unless otherwise stated, the elements accessible on the Site and Application (such as texts, databases, tree structures, software, animations, images, photographs, illustrations, diagrams, logos, sounds, music and more generally all information made available to the User) are the full, entire and exclusive property of YESPARK. In particular, the User agrees not to:

- Copy or reproduce, decompile, in whole or in part, the Site and/or the Application by any means and in any form;
- To use the Site and/or the Application other than in accordance with the strictly interpreted stipulations of the GCU. In particular, YESPARK reserves the exclusive right to provide maintenance services for the Site and/or the Application, in accordance with article L. 122-6-1 of the French Intellectual Property Code.

The User's registration confers only a personal, non-transferable, non-exclusive right of private use for the entire duration of his registration, within the limits of the rules for use of his account.

The User who has a personal website and who wishes to place, for personal use, a simple link directly to the Site on their own website, must request authorisation from YESPARK. Any hypertext link to the Site using the "framing" or "in-line" or "deep linking" technique is strictly prohibited. In all cases, any link, even tacitly authorised, must be removed on simple request from YESPARK.

The brands, logos or domain names that appear on the Site and the Application are the exclusive property of YESPARK (and of its Partners for their own brands where applicable). Any reproduction or use of these brands, logos or domain names, in any way and for any purpose whatsoever, is prohibited.

Article 8. Liability of YESPARK and its Partners - Limitations

In general, the Company's obligations under the GCU are obligations of means.

8.1. YESPARK will use its best efforts to ensure that the Website and the Application operate reliably and continuously, but cannot guarantee uninterrupted and error-free operation. The User acknowledges that YESPARK's obligation in this respect is an obligation of means. In particular, the User acknowledges that no one can guarantee that the Internet will function correctly.

The Company undertakes to take all reasonable precautions to ensure that access to the Site and the Application is secure.

The User undertakes to inform YESPARK within twenty-four (24) hours of the discovery of a technical malfunction preventing him/her from using the Site and/or the Application.

YESPARK does not guarantee that the Website and/or the Application will be free from anomalies or errors, nor that these can be corrected, but undertakes to provide appropriate maintenance services to remedy them, its obligation in this respect being an obligation of means, the latter being defined as all commercially reasonable means.

YESPARK cannot be held responsible for the content of any third-party websites linked to the Site or the Application.

YESPARK may not be held liable for any indirect and/or unforeseeable damage caused to the User or a third party as a result of the use of the Website or the Application, whatever the cause. YESPARK cannot be held liable for any damage caused directly by the User, by a third party or by force majeure.

8.2. The User circulates and parks in the Car Parks under his sole responsibility and at his own risk, in particular with regard to damage or theft of his vehicle or its contents or to himself. YESPARK or its Partners may under no circumstances be considered as custodians of the User's vehicle and its contents, or as having custody thereof, as the service provided corresponds to a parking right and not to a right of deposit, custody or surveillance.

Consequently, YESPARK accepts no responsibility for any damage (including theft, damage, etc.) that may be caused to a User's vehicle, its contents or to a User himself/herself when using the Offer, and which is not the fault of YESPARK or its agents.

Parking takes place under the sole responsibility of the owner or custodian of the vehicle, and the fees charged are only for parking, not for guarding.

8.3. Furthermore, YESPARK is in no way the operator or manager of the Car Park, but simply acts as the publisher of the Site and/or the Application enabling the subscription of a parking space belonging to a Partner.

Consequently, YESPARK cannot guarantee the quality of the Car Parks. If a malfunction (in particular a malfunction of the access doors to the Car Park), a deterioration or a disorder of any kind is reported to it, YESPARK will do its utmost to pass on the information to the Partner owner. Under no circumstances will YESPARK be liable for its correction.

If a User becomes aware of an imminent risk, he/she must refer the matter to the appropriate public services, and not to YESPARK. YESPARK will not contact public services on the basis of information provided by telephone subscribing Users.

8.4. YESPARK may not be held liable if the User is unable to access his/her Pitch, particularly if it is occupied by another vehicle.

8.5. In addition, the User undertakes to ensure that his/her vehicle is insured, and to provide proof thereof at the first request of YESPARK or the Partner concerned, and more generally to comply with all legal and regulatory insurance obligations for which he/she is responsible.

Article 9: Evidence agreement

The computerised registers stored in YESPARK's computer systems will be kept in reasonable conditions of security and will be considered as proof of communications, orders and payments between the parties, which the User acknowledges and accepts.

Orders and invoices are archived on a reliable and durable medium that can be produced as proof and to which the User has access via his account.

Article 10: Use of promotional codes

YESPARK may freely make promotional codes available to the User granting him/her a credit on his/her account or other advantages linked to the Offers, within the limits established by YESPARK). The User acknowledges that the promotional codes to which he/she is entitled or which are made available to him/her :

- are to be used only by him and for the purposes intended;
- may only be used in accordance with the specific terms and conditions laid down by YESPARK, in particular with regard to time limits for use, the Car Park(s) concerned, pricing conditions, etc ;
- may not be redeemed for cash;
- may not be duplicated, sold, exchanged or transferred in any way, nor made available to any third party, unless expressly authorized by YESPARK ;
- cannot be used for a subscription already taken out on the date the promotional code is issued;
- may be deactivated by YESPARK if it considers that the promotional code has been used in an erroneous, fraudulent or illegal manner or in breach of the GTC.

Article 11: Protection of personal data

The rules applicable to the protection of personal data collected and processed as part of the use of the Site, the Application and the Offers are described in YESPARK's Privacy Policy, which is freely accessible to any User or any person considering becoming a User.

The information collected constitutes the processing of personal data for the purpose of accessing the Offers proposed by YESPARK, the data controller.

In accordance with European regulations on the protection of personal data, the User or the person wishing to become a User has the right to access, modify, limit, oppose or delete data concerning him/her. They should contact the Data Protection Officer at privacy@yespark.fr or by post at YESPARK - For the attention of the Data Protection Officer - 10 rue de Penthièvre - 75008 Paris.

Any complaints may be lodged with the CNIL.

In accordance with CNIL deliberation no. 2013-378 of December 5, 2013, YESPARK informs the User that cookies record certain information which is stored in the memory of their hard disk. This information is used to generate statistics on the Site's audience and to offer the User Offers in line with their centers of interest. A warning message, in the form of a banner, asks each person visiting the Site beforehand if they wish to accept cookies. These cookies do not contain any confidential information about Site Users. The cookie management policy is accessible from the Site at https://www.yespark.fr/cookies_policy_pdf.

Article 12: Waiver and partial nullity

12.1. The nullity of one of the clauses of the GCU in application of a law, a regulation or following a decision of a competent court that has become res judicata shall not entail the nullity of the other clauses of the GCU, which shall retain their full effect and scope between the Parties.

No provision hereof shall be deemed to have been waived, supplemented or modified by either Party without a prior written instrument signed by the Parties expressly deciding to waive, supplement or modify a contractual clause.

12.2. The fact that YESPARK does not take advantage at a given time of any of the clauses herein, and/or of a breach by the User of any of its contractual obligations may not be interpreted as a waiver by YESPARK of its right to take advantage at a later date of any of the said clauses or contractual obligations.

Article 13: Telephone opposition list

The User is hereby informed of the existence of an opposition list for telephone canvassing, which can be registered at the following address: bloctel.gouv.fr.

Article 14: Customer service and FAQ

Frequently asked questions (hereinafter "FAQ") are available on the Site and Application at <https://support.yespark.com/hc/fr>. It enables Users to understand how to use the Site and Application, and to answer any questions they may have. Should a User's question not be answered in the FAQ, he/she may also contact Customer Services (i) either by e-mail at clients@yespark.fr, (ii) or on the Site at <https://support.yespark.com/hc/fr/requests/new>, (iv) or by post at Customer Services: 10 rue de Penthièvre - 75008 Paris.

Article 15: Force majeure

Any case of force majeure, as defined by the jurisprudence of the French courts and by article 1218 of the French Civil Code, suspends the obligations hereunder affected by the case of force majeure and exonerates from all liability the Party which should have performed the obligation thus affected. The User will therefore bear all the financial consequences resulting from the occurrence of a case of

force majeure affecting the performance of YESPARK's obligations. YESPARK will not be held responsible, or considered to have breached the provisions of these GTC, for any delay or non-performance when the cause of the delay or non-performance results from a case of force majeure.

Article 16: Mediation

In the event of a dispute concerning the interpretation or execution of the GCU, the Parties agree to seek an amicable solution.

Any User who is a consumer within the meaning of consumer law may, if necessary, submit complaints to the dispute resolution platform set up by the European Commission, which can be accessed [here](#).

In accordance with article L.611-1 of the French Consumer Code, in the event of a dispute, the consumer User also has the possibility of resorting to the mediation procedure, following the failure of an amicable settlement attempt made directly to Yespark at the following email address: clients@yespark.fr.

Yespark's consumer ombudsman is the Association des Médiateurs Européens (AME CONSO).

The consumer ombudsman must be contacted within one year of the written complaint sent to Yespark :

or by completing the form on the AME CONSO website: www.mediationconso-ame.com ;
or by post to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS.

Finally, and in accordance with the rules of material and territorial jurisdiction, any dispute that cannot be resolved amicably will fall within the jurisdiction of the courts of the place where the contract was concluded or where the damage occurred.

Article 17: Applicable law and jurisdiction

The GCU are governed by French law, subject to overriding and mandatory rules of jurisdiction in the User's country of residence.

Any dispute arising from the formation, validity, interpretation or performance of the GCU must first be settled amicably.

Failing amicable resolution within one month of notification of the dispute by the first of the parties to the other party, and subject to any applicable legal provisions to the contrary, the dispute will be submitted to the assessment of the competent courts by the most diligent party.