

NAMIRIAL GENERAL CONDITIONS OF PURCHASE

Art. 1 Introduction and Definitions

These general conditions govern the contractual relations for purchases on the Namirial Shop by the Consumer Customer and the Customer, as defined below, who declare that they have read the following terms and conditions and the special conditions of the individual services purchased, which are set out in the following links:

- Qualified Electronic Signature and Timestamps:
<https://support.namirial.com/download/161/terms-and-conditions/3588/general-terms-and-conditions-for-issue-and-renewal-of-certificates-and-electronic-timestamps-2.pdf>
- "eSignAnyWhere" Electronic Signature Platform:
<https://www.esignanywhere.net/en/terms-of-use/>

For the purposes of this contract and without prejudice to any definitions specified elsewhere and not expressly mentioned herein, the terms listed below shall have the following meanings using a capital letter, in both their singular and plural forms:

- **"Consumer Code"**: Italian Legislative Decree no. 206 of 6 September 2005, as amended;
- **"Consumer Customer"**: is the Customer who falls within the definition set forth in Article 3 of the Consumer Code or within the definitions provided for by European Laws (as below detailed in Art. 10 Right of withdrawal and Art. 18 Applicable law and Court of jurisdiction), i.e. the natural person acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out and, therefore, shall be the person who will purchase Products in the Namirial Shop;
- **"Directive 2011/83/EU"**: the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, and, if applicable, its local implementation laws;
- **"Customer"**: the natural person or legal entity who purchases the Products within the Namirial Shop, entering his/her data in the Invoicing Details and paying the Products and will therefore be the person who will purchase the Products within the Namirial Shop;
- **"Email address"**: the electronic address indicated by the Customer to which Namirial will send all communications relating to this contract;
- **"EU Reg. 2016/679"**: is the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 concerning the protection of natural persons with regard to the processing of personal data, as well as the free circulation of that data, and that repeals directive 95/46/EC (general regulation on data protection);
- **"General conditions of purchase"**: these Namirial General conditions of purchase (Mod.NAM SHOP01), which are always available for consultation in the Namirial Shop;
- **"Login credentials"**: Username and password generated, at the Customer's request, following the first purchase to access the Account;
- **"Namirial Shop"**: is the Internet page <https://www.namirial.global/>, managed by Namirial, through which Products can be purchased;
- **"Namirial"**: NAMIRIAL S.p.A., with registered office in Via Caduti sul Lavoro n. 4, 60019, Senigallia (AN), Italy, VAT Number - T.C. 02046570426, REA No. AN157295 (hereinafter also only "Namirial");
- **"Order"**: means all the Products purchased and for which the Customer has paid;
- **"Products"**: the goods and/or services sold through the Namirial Shop, indicated and detailed within that portal;
- **"Purchase Contract" or "Contract"**: is this contract consisting of the documents listed in Art. 2;
- **"Reg. (CE) No. 593/2008"**: "Regulation (CE) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I);
- **"Reg. (EU) No. 1215/2012"**: Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters;
- **"Special Conditions of Purchase"**: are the specific conditions relating to each individual product purchased, as set out in the links in Article 1;
- **"User Account/Area"**: is the private and dedicated area of the Namirial Shop through which the Customer can view Orders, manage shipping and invoicing data, as well as change Login Credentials and customise his/her Account details;
- **"User"**: is the subject browsing the Namirial Shop.

Art. 2 Structure of the Contract

The Purchase contract consists of the following documents, collectively and jointly governing the relationship between the parties:

- a) These General conditions of purchase;
- b) The electronic Order generated in the Namirial Shop and sent by email to the Customer/Consumer Customer;
- c) The Special Conditions of Purchase set out in the links in Article 1 and/or further documentation applicable to each individual Product selected.

The Customer acknowledges and accepts that the purchase of the Products implies acceptance of the entire documentation constituting the Purchase Contract, which shall be fully binding on the Customer. In the event of differences, the terms and conditions of the individual services shall prevail over these General Conditions of Purchase.

Art. 3 Object

These General Conditions of Purchase apply to the purchase of Products made through the Namirial Shop. Therefore, they govern the offer, forwarding and acceptance of purchase orders placed by the Customer on the Namirial Shop. The Customer undertakes to read and accept these General Conditions of Purchase and the Special Conditions of Purchase before confirming the Order.

Art. 4 Registration at the Namirial Shop

Browsing the Namirial Shop is accessible free of charge to all Users.

Users wishing to create an Account (as defined below) guarantee that they are of legal age, and that the personal data provided is true, correct, up-to-date, refers to the person entering it or entered with the consent of the third party, assuming all responsibility for the correctness and truthfulness of the information provided. Should there be any changes in the data provided by the User, it will be the responsibility of the latter to inform Namirial of the updates as soon as possible.

The registration of the user account ("**Account**") is carried out alternatively in the following ways:

- By selecting the User Area on the Namirial Shop home screen; or
- In the Checkout phase of the Order placed as an unregistered Customer, by selecting the Account creation option.

Following registration, the User will receive a communication to the email address indicated during registration (which will constitute the username for access to the Namirial Shop containing the access link and a temporary password ("**Password**") that, together with the Username, will constitute the login credentials to the Namirial Shop ("**Login Credentials**").

The registered User may at any time access his/her own Account and carry out the following actions:

- enter one's own identification data (name and surname);
- indicate an invoicing address;
- indicate a shipping address;
- change Password.

The User undertakes to provide a personal email address, which he/she guarantees he/she legitimately has and regularly accesses. The creation of two or more Accounts with the same associated Email Address is not permitted. Accounts registered with email addresses belonging to persons other than the user or with temporary email addresses may be deleted by Namirial without notice. Namirial also reserves the right to validate individual Accounts where Namirial has reason to believe that the email addresses provided are invalid.

Access to the User area is permitted only by entering the Login Credentials.

It is understood that the registered User shall be solely responsible for the truthfulness and updating of the information provided by him/her and associated with the Account.

The invoicing and shipping address, if not indicated in the Account, will be requested upon completion of each Order.

Account Cancellation

At any time, Users/Customers may cancel their Account by sending a written request to Namirial in the manner indicated Art. 12 below with the subject line "Namirial Shop Account Cancellation Request".

Art. 5 Purchase of Products and Conclusion of Contract

The Customer shall have the right to select the desired Products within the Namirial Shop by adding them to the cart ("**Shopping Cart**").

With each selection, the Customer may either place the Order or continue to purchase.

In the Shopping Cart section, the Customer will have the right to:

- change purchases and/or the desired quantity;
- apply promotional codes;
- check the total amounts, including any shipping costs.

By placing the Order, the Customer will reach the conclusion of the purchase process ("**Checkout**"), where he/she will be asked to log in with his/her own Login Credentials (if he/she has not already done so when accessing the

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Namirial Shop) or, if he/she does not intend to register his/her own Account, to enter his/her invoicing and shipping details.

In this session, the Customer who has not yet registered will be able to select the option of creating his/her own Account, in order to generate Login Credentials for future purchases.

In the Checkout area, the Customer may:

- check the summary of the Order and any shipping costs;
- enter a promotional code;
- change the shipping and/or invoicing address.

In order to finalise the Order, the Customer will have to pay via PayPal, either by accessing the service with his/her credentials or by selecting the credit card payment option.

Namirial's acceptance of the Purchase Order entails the immediate debit of the amount of the expense according to the selected payment method.

Entering into the Contract

The Purchase Contract shall be deemed entered into with the placing of the Order by the Customer and the simultaneous payment of the amounts due, stating that he/she has read the Purchase Contract. Therefore, if the payment is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited to the benefit of Namirial, Namirial shall have the right to suspend with immediate effect the performance of the Purchase Contract even if it has been finalised until the payment has been settled by the Customer.

Following acceptance of the Order, the Customer will receive confirmation by email of the purchase with a summary of the Products ordered and their prices. The Order confirmation email may also contain any instructions which the Customer undertakes to fulfil for the delivery/provision of the Product(s) from Namirial. Moreover, the Customer acknowledges and accepts that if he/she does not perform any actions required in the Order confirmation email and/or does not activate the Product within a period of 90 (ninety) days, he/she shall lose the right to activate the purchased Product. Delay or non-delivery of Products due to the Customer's failure to comply with the instructions contained in the Order confirmation email will not be attributable to Namirial.

Art. 6 Prices, payment and invoicing

Prices

All sales prices of the Products are indicated in the Namirial Shop. The Customer acknowledges and accepts that Namirial may change the displayed prices at any time; however, the Customer will be invoiced the price indicated on the site when placing the Order.

Shipping costs for the Products are not included in the price of the Products unless expressly stated.

Payment

Payment for the Products shall be made at the time the Order is placed, unless otherwise indicated, and will be processed by means of secure online payments. In order to ensure maximum security, the Customer will be redirected to the payment processor website chosen between:

- PayPal, or
- Nuvei Technologies,

where he/she will be able to make payment in the manner accepted by the said providers and in accordance with their terms and conditions.

Namirial is not under any circumstances liable for any issue related to the payment made by the Client through the above payment's tools.

Invoicing

The Customer acknowledges and expressly accepts that the invoice can be sent and/or made available to him/her in electronic form.

Art. 7 Delivery of Products

Namirial will organise as soon as possible the delivery of the Products - if necessary in relation to their nature - to the shipping address indicated by the Customer following receipt of payment of the amounts due and the completion of the fulfilments charged to the Customer and described in the Order confirmation email.

Deliveries to Consumer Customers shall be made within a maximum period of 30 (thirty) days from the completion of the activities referred to in the previous paragraph.

The Customer will be notified of the delivery by email.

Non-delivery or delayed delivery attributable to the Customer

The Customer acknowledges and accepts that the non-delivery or delayed delivery of the Products due to the non-fulfilment of any services charged to him/her shall not be attributable to Namirial. In that case, the Order shall not be cancelled and the amount shall not be credited back to the Customer. In any event, the Customer shall be informed of any delays in the shipment of the Product.

Non-delivery attributable to Namirial

In case of non-delivery of Products directly attributable to Namirial, the latter guarantees exclusively the refund of the amount paid by the Customer, with the express exclusion of interest or charges of any kind. Therefore, the Customer acknowledges and accepts that he/she has only the right to the refund of the price paid and that he/she cannot make any claim for compensation, damages or claims of any kind against Namirial for the non-delivery of the Products.

This limitation of liability does not apply in the case of a Consumer Customer.

Non-delivery or delayed delivery due to force majeure

Namirial may not be held responsible for non-delivery or delayed delivery due to force majeure (including but not limited to earthquakes, hurricanes, wars, rebellions, pandemics, etc.) or in any case dependent on events beyond the control of Namirial itself such as, including but not limited to, malfunctions in the management of telephone and/or Internet networks.

Order fulfilment and good faith.

Namirial undertakes to fulfil the Orders in good faith and to fulfil all the obligations established therein, or see to it that they are fulfilled, with the utmost diligence.

Art. 8 Obligations and Rights of the Customer

The User undertakes not to use the Namirial Shop and/or the Products for illegal purposes or purposes not covered by the Purchase Contract. The User/Customer cannot use the Namirial Shop and/or related services in such a way as to damage or compromise the Namirial Shop or interfere with the use and enjoyment of the Namirial Shop and related services by other Users/Customers.

The User/Customer acknowledges and accepts that any operation carried out using the Authentication Credentials assigned to the User/Customer is deemed to have been carried out by the User/Customer and therefore undertakes to keep his/her Account Login Credentials confidential, being responsible for any use of the Namirial Shop made by anyone accessing it using his/her credentials. The Registered User/Customer undertakes in any event (i) not to use machines, algorithms, software or other automatic functions to generate page or material retrievals, (ii) not to generate page retrievals, by email or other means, through which a person or group of persons is requested to consult a page, and (iii) to notify Namirial immediately in case of a suspected breach of security of their Account.

The Customer guarantees the truthfulness and correctness of the data provided to Namirial, acknowledging that Namirial reserves the right to check such data and/or information by also requesting additional documents that the Customer undertakes, as of now, to send. The Customer is aware of the criminal liability arising from providing false data or data belonging to another person. He/she will be held liable for any damage that may arise from the inaccuracy and/or falsity of the data provided and therefore undertakes to hold Namirial and any third parties harmless from any claim, action and/or request for compensation or damages that may be made by anyone against them.

The Customer also undertakes to indemnify and hold harmless Namirial from any and all claims by third parties (including all costs, compensation for damages, charges and legal expenses) for damages caused to them and deriving from or in any case connected to the use of the Products, undertaking to promptly inform Namirial should such action be brought against it.

Complaints

Any complains relating to the Products must be sent within a maximum of 7 (seven) days from the occurrence of the event that is the subject matter of the complaint to Namirial as indicated in the following Art. 12.

Art. 9 Guarantees and Limitation of Liability of Namirial

Product Guarantee

In case of receipt of defective Products or Products not conforming to the Orders placed, the Customer has the right to have the conformity of the Product restored free of charge by repair or replacement of the Product or an appropriate price reduction or the termination of the Contract. The Customer can exercise this right if the defect becomes apparent within two years of delivery of the goods and reports the defect to Namirial within two months of his/her discovery. It is understood that the guarantee shall not apply if unauthorised work has been carried out on the Product or if it has been tampered with or modified or used improperly or for purposes other than those for which it is intended.

The Customer acknowledges that a minor lack of conformity for which it was not possible or was excessively onerous to pursue the remedies of repair or replacement does not entitle the Customer to terminate this Purchase Contract.

Responsibility of Namirial

Namirial guarantees the conformity of the Products with the technical specifications set out in the documentation provided; however, Namirial does not guarantee that these technical specifications will meet the Customer's requirements or that the quality of the Products will meet the Customer's expectations. The guarantee provided by Namirial on the Products is conditional, where applicable, on the correct functioning and adequacy of the Customer's computer and system software as well as the correct use of the Products by the Customer.

The Products are designed, according to their characteristics and technical specifications, exclusively for the purposes indicated in the relevant Contract. Any other and different use by the Customer is not guaranteed by Namirial.

The Customer acknowledges that the choice of the Products for the desired purposes is solely his/her responsibility.

The supply of Products is carried out by Namirial within the limits of what is established in the Purchase Contract and the laws in force. Therefore, Namirial does not assume any liability beyond what is expressly stated therein.

Except in case of wilful misconduct or gross negligence, in any case of breach or non-fulfilment attributable to Namirial itself, the maximum liability that Namirial may incur as a result of any claims for compensation brought by the Customer in relation to the Products, for damages of any kind, on a contractual or non-contractual basis, shall be limited to the actual damage and, in any case, may not exceed the total amount paid by the Customer for each Product ordered affected by the damaging event. Any other compensation or damage to the Customer for direct or incidental damage of any kind or nature whatsoever is as of now expressly excluded. This limitation of liability does not apply in the case of a Consumer Customer.

Namirial will not be responsible for any damage resulting from inaccessibility to the Namirial Shop due to problems connected to the network, providers or telephone and/or online connections over which it has no control, to the failure and/or faulty operation of the electronic equipment of the User/Customer or of



Namirial's suppliers. Moreover, no responsibility can be attributed to Namirial for the sending or receipt of illegal information of any nature or kind that is beyond Namirial's control.

The guarantees and limitations of liability in relation to each Product as regulated in the relevant conditions remain applicable.

Art. 10 Right of withdrawal

If the Consumer Customer falls under the definition of consumer pursuant to Article 2 of Directive 2011/83/EU, or under that of the Consumer Code, he/she has the right to withdraw from this Contract (pursuant to Article 9 of Directive 2011/83/EU or to Article 52 of the Consumer Code) without any penalty and without specifying the reason within 14 (fourteen) working days from the date of conclusion of the Contract as specified above or, if applicable, from the day on which he/she takes physical possession of the goods.

The declaration of withdrawal, which is freely downloadable and available on the Namirial Shop website, must be sent to Namirial within the aforementioned deadline via registered post with notification of receipt or via Certified Email / Email to the addresses indicated in the following Art. 12.

If the right of withdrawal is exercised, Namirial shall refund the Consumer Customer, without undue delay and in any case within 14 (fourteen) days from the day on which the intention to withdraw from this Contract was communicated, all payments received possibly including shipping costs (with the exception of additional costs resulting from the Consumer Customer's express choice of a type of delivery other than the least expensive type of delivery offered by the professional), by the same means of payment used by the Consumer Customer for payment, or by means agreed upon with the Consumer Customer for which the latter shall not incur any costs as a consequence of the refund.

This is without prejudice to Namirial's right to withhold the refund until it has received the Products or until the Consumer Customer has proved that he/she has returned them, whichever is sooner.

The Consumer Customer shall return the Products to Namirial without undue delay and in any case within 14 (fourteen) days from the date on which he/she notified Namirial of his/her decision to withdraw from the Contract pursuant to this article. The deadline is met if the Consumer Customer returns the Products before the expiry of the 14 (fourteen) day period. The direct costs of returning the Products shall be borne by the Consumer Customer.

The Consumer Customer is liable for any decrease in the value of the Products resulting from the handling of the Products other than what is necessary to establish their nature, characteristics and operation. In that case, the Consumer Customer will be charged for the cost of the Products affected by that decrease in value.

In case of unlawful exercise of withdrawal by the Consumer Customer, the sums paid by the latter to Namirial shall be retained by the latter as a penalty, without prejudice to compensation for the greater damage suffered.

Exception to the right of withdrawal

If the Products are customised and/or with a short shelf life, the Consumer Customer, pursuant to Article 16 of Directive 2011/83/EU and/or Article 59 let. c) and o) of the Consumer Code, acknowledges and accepts that the provisions on the right of withdrawal contained in Article 9 of Directive 2011/83/EU and/or Article 52 of the Consumer Code and set out in this Article are not applicable.

Art. 11 Amendments to the conditions and changes to the Products

Namirial reserves the right to update, integrate and amend in whole or in part the terms of these General Conditions of Purchase and each of the documents referred to herein, including the Privacy Policy, the Products available and their respective characteristics, as well as, including but not limited to, the fees for the purchase of the Products published therein.

The Customer undertakes to periodically review these General Conditions of Purchase, it being understood that Namirial will do everything reasonably necessary and appropriate to bring to the knowledge of the User/Customer, through the Namirial Shop, any amendment to these General Conditions of Purchase and/or Products.

Amendments to the General Conditions of Purchase and/or the relevant Products shall be effective from the time of publication in the Namirial Shop and shall apply only to sales concluded thereafter.

Art. 12 Communications

All communications among the parties, in relation to the Contract, shall be considered valid if sent to the other party via registered post with notification of receipt, or via Certified Email (PEC) or via email, to the respective addresses specified in the Contract and/or indicated by the Customer in the Account or during Checkout. Any changes of addresses and contact details of the Customer including the email address not disclosed to Namirial as provided for by the Contract will not be opposable.

All notices, communications, letters, registered letters and, in general, all correspondence sent via the postal service by the Customer to Namirial must be sent to the following address: Namirial S.p.A., Via Caduti sul lavoro 4, 60019 – Senigallia (AN), Italy or to another address provided to the Customer with at least 30 (thirty) days' notice.

All electronic correspondence sent by the Customer to Namirial must be sent to the following Certified Email Address: amm.namirial@sicurezzapostale.it, or the following Email Address: support.dts@namirial.com or to another Email Address provided to the Customer with at least 30 (thirty) days' notice.

The customer may also send communications to the addresses indicated in the general conditions and/or further documentation applicable to each Product selected.

Art. 13 Support service

Support will be provided to the Customer through the channels indicated in the "Support" section of the Namirial Shop and in the shortest possible time.

The Customer acknowledges and accepts that during all support operations, be they remote or direct, the person appointed by Namirial to provide the support service can gain access to any of the Customer's personal data that is evident when connecting to the latter party's IT devices.

Art. 14 Restrictions on exports

By purchasing the Products, the Customer represents and guarantees that he/she is not in, under the control of, or a citizen or resident of any country in which the European Union has an embargo on goods. The Customer agrees not to export, re-export, transfer or make available, directly or indirectly, any regulated items or information to anyone outside the European Union in connection with its use of the Products, unless it has complied with all applicable export laws and regulations of the European Union and foreign countries.

Art. 15 Intellectual property

The software Products are granted to the Customer under licence for use, without attribution to the latter of any title or right to the original source programmes, the Products remaining the full property of Namirial and/or its licensors. All techniques, algorithms and procedures contained in the Products and related documentation are confidential information owned by Namirial and/or its licensors. Therefore, it is strictly forbidden for the Customer to sell the Products or to sublicense, transfer or make them available in any way to third parties for any reason whatsoever.

This Purchase Contract does not grant the Customer any rights in respect of any new versions of the Products.

Any third-party software components of which Namirial is a licensee are licensed to the Customer under this Agreement and their use is permitted only through the Product.

All commercial exploitation and reproduction rights of the Products belong exclusively to Namirial and its licensors.

All registered and unregistered trademarks, as well as any and all other distinguishing mark or name affixed to the Namirial Shop, the Products and all related documentation and media, remain the property of Namirial and/or its licensors, without any right deriving to the Customer from the signing of this Contract.

Art. 16 General provisions

The Contract contains all the covenants between the Parties in relation to its subject matter and supersedes and cancels any prior agreement or understanding, either oral or written; any amendments thereto shall be in writing and signed by the legal representatives of the Parties.

The Contract does not grant the Customer any rights other than and/or in addition to those expressly provided for therein.

In relation to the provisions of Article 1469 bis of the Italian Civil Code, if any provision contained in the previous articles is not applicable to the Customer in consideration of its status as a Consumer Customer, the remaining parts of the Contract shall nevertheless remain effective and valid.

Art. 17 Survival clause

The contents of the following clauses shall remain valid and enforceable even after termination, for whatever reason, of the relationship between the parties:

- Art. 1 Definitions;
- Art. 8 Obligations and Rights of the Customer;
- Art. 9 Guarantees and Limitation of Liability of Namirial;
- Art. 12 Communications;
- Art. 15 Intellectual property;
- Art. 16 General provisions;
- Art. 18 Applicable law and Court of jurisdiction;
- Art. 19 Personal data processing.

Art. 18 Applicable law and Court of jurisdiction

Applicable law

This Contract is governed by Italian law.

It being understood that if the Consumer Customer falls under the definition of consumer provided for in Article 6 of Regulation (EC) No. 593/2008, he/she may also avail him/herself of the protection provided by the applicable non-derogable provisions. In this case, the Contract shall be governed by both Italian law and the mandatory law applicable in the country in which the Consumer Customer has his/her habitual residence.

For anything not expressly envisaged, reference is made to the provisions of the Italian Civil Code and other applicable regulations, including the provisions on consumer protection.

Court of jurisdiction

Any disputes that may arise between the parties with regard to this Purchase Contract and its subsequent amendments and supplements shall be submitted to the exclusive jurisdiction of the Court of Ancona.

If the Consumer Customer falls under the definition of consumer pursuant to Article 18 of Regulation (EU) No. 1215/2012, or under that of the Consumer Code, any dispute or claim relating to this Agreement shall fall under the jurisdiction of the courts of the place where the Consumer Customer is domiciled or resident (if in Italy).

In any case, the Consumer Customer shall have the right to establish any proceedings both before the authorities of the Court of Ancona and before the courts of the place where he/she is domiciled or resident.

Moreover, according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the online dispute resolution of consumers, it is possible to make use of the Online Dispute Resolution (ODR)



procedure established by the European Commission and available at the following ec.europa.eu/consumers/odr.

Art. 19 Personal data processing

Namirial will carry out the personal data processing of Customers in compliance with EU Reg. 2016/679 as defined in detail in the data privacy notice, Privacy Policy, available in the respective section of the Namirial Shop.

ONE-SIDED CLAUSES (applicable to NON-Consumer Customers)

The Customer, pursuant to articles 1341 and 1342 of the Italian Civil Code, declares that it has clearly and fully examined the General conditions of purchase (Mod.NAM SHOP01) and that it is well aware of, and specifically and expressly accepts, the contents of the clauses contained in the following articles: Art. 7 Delivery of Products; Art. 9 Guarantees and Limitation of Liability of Namirial; Art. 14 Restrictions on exports; Art. 18 Applicable law and Court of jurisdiction.