

Terms and Conditions

ARTICLE 1. DEFINITIONS

1.1. SunWorkation is a service provided by BARTLOMIEJ SMISSEN UNIPessoal LDA, registered with the Registo Central do Beneficiário Efetivo Portugal under number NIPC 517849925

1.2. The client: the natural person or legal entity that has entered into an agreement with SunWorkation.

1.3. 'Terms and Conditions': the entirety of the provisions as included below.

1.4. Services: all services that SunWorkation performs for the client. This includes, but is not limited to, creating a travel plan for companies for a SunWorkation. This encompasses activities and advice/mediation for suitable accommodations. Additionally, the self-hosting of fully catered SunWorkations (location, meals, accommodation).

1.5. Agreement: the agreement between SunWorkation and the client, pursuant to which SunWorkation will perform the service.

1.6. Intermediary: SunWorkation.

1.7. Tenant: the person or legal entity for whom SunWorkation acts as an intermediary between the rental organizations or owners of the bookable accommodations.

1.8. Rental Agreement: the agreement concluded between the client and the rental organization and/or owner concerning the rental of the bookable accommodations.

1.9. Commission: SunWorkation connects the client and the owner or rental organization. For this, SunWorkation receives compensation from the owner or rental organization.

1.10. Assignment: the booking of the client with the owner or rental organization.

1.11. Information: all data originating from the client.

1.12. Written: by letter, email, and digital messaging.

1.13. Advice: the result of SunWorkation's activities.

1.14. Confidential Information: all financial, business, and personal data entered, processed, and stored by the client and/or SunWorkation.

1.15. Website: www.sunworkation.com

ARTICLE 2. APPLICABILITY

2.1. These general terms and conditions apply to all offers made, quotations issued, agreements concluded, services provided, and other legal acts performed by SunWorkation, unless agreed otherwise in writing.

2.2. By signing an agreement or confirmation of assignment, or by providing consent via email, the client declares that they have taken note of these general terms and conditions of SunWorkation and agree to abide by them.

2.3. In case of a conflict between these general terms and conditions and agreements made in a contract, the provisions of the contract shall prevail.

2.4. These conditions also apply to actions of third parties and/or suppliers hired by SunWorkation for the delivery of products or services. If SunWorkation advises a third party to the client but does not hire them for the delivery or service, the client and the third party are responsible for all actions performed between parties.

2.5. The applicability of the client's general terms and conditions is rejected by adopting these general terms and conditions.

ARTICLE 3. QUOTES AND OFFERS

3.1. Quotes from SunWorkation are valid for the period indicated in the quote. If no period is specified, the quote is valid for up to 7 days from the date it was issued. If the customer does not accept an offer or quote within the applicable period, the offer or quote expires. The offer is always subject to availability. Reservations are made only after approval of the quote.

3.2. SunWorkation will specify in the quote the services offered and the amounts due from the customer upon acceptance of the quote. The prices mentioned in the quote apply for the specified period, unless explicitly and in writing agreed otherwise. The quote also states the agreed price for the chosen service or the customary hourly rate of SunWorkation with an estimated number of hours.

3.3. SunWorkation reserves the right to invoice the customer for a 50% deposit of the total assignment before SunWorkation will execute the assignment.

3.4. The prices mentioned in the quote do not automatically apply to follow-up assignments.

3.5. Agreements on deadlines are agreed upon in writing in the quote. If delivery by SunWorkation depends on feedback or input from the customer, SunWorkation is never liable for delays during the execution of the assignment. SunWorkation is then entitled to unilaterally shift the deadline.

3.6. If it turns out that the data provided by the customer in the request or agreement were incorrect, SunWorkation has the right to adjust the relevant prices and other conditions.

3.7. All prices communicated by SunWorkation are in euros, excluding VAT for business customers and excluding flight and other established levies and/or fees and costs from third parties for services and/or advice unless expressly stated otherwise.

3.8. SunWorkation reserves the right to change prices during the course of the agreement. If the prices of offered products increase after the conclusion of the agreement, the customer is entitled to cancel the agreement as of the date the price increase takes effect. Price increases due to a legal regulation or provision are excluded.

3.9. SunWorkation is not liable and/or responsible for errors in the quote when the customer could reasonably understand that the quote, or part thereof, contains an obvious mistake, error, or typo.



3.10. In the event of changes to the circumstances on which SunWorkation has relied upon in presenting such a quote, assignment, or any agreement whatsoever, SunWorkation is authorized to modify these changes in the execution of the agreement, as well as adjust the prices. SunWorkation also reserves the right to modify or cancel the quote or assignment.

ARTICLE 4. AGREEMENT AND ADDITIONAL WORK

4.1. An agreement is established from the moment the customer communicates acceptance of an offer or proposal to SunWorkation in any way.

4.2. After the establishment of an agreement, it can only be modified with mutual approval.

4.3. After the establishment of an agreement, SunWorkation will proceed to carry out the services within a reasonable time.

4.4. SunWorkation has the right to have certain services performed by third parties without informing the customer. If extra costs are incurred due to the execution of services by third parties, these will be charged to the customer after consultation. Third parties may be hired due to the scope of the assignment, additional expertise, or workload on the part of SunWorkation.

4.5. Changes to the originally closed agreement between the customer and SunWorkation are only valid from the moment these changes are accepted by both parties through an additional or amended written agreement.

4.6. If the customer wishes to terminate or cancel an agreement with SunWorkation, she has this right only if, upon termination, she compensates for the work performed up to that point or, in the case of cancellation, 30 percent of the fee agreed upon in the order confirmation.

4.7. If SunWorkation, due to circumstances unknown at the time of the offer or order confirmation, has to perform more work than agreed in the offer or order confirmation, SunWorkation is entitled to charge the resulting additional costs to the customer. If the customer objects to the additional costs that SunWorkation wishes to charge, the customer has the right to cancel the not yet performed part of the assignment, and is obliged to compensate for the work performed by SunWorkation so far.

4.8. Changes to an original assignment due to the customer's actions can affect the agreed timeline and the costs of execution. The additional costs resulting from changes to the original assignment by the customer are borne by the customer. SunWorkation will, to the extent possible, provide an estimate of the additional costs before commencing work.

4.9. SunWorkation is entitled to increase the agreed price if, after the conclusion of the agreement, one or more of the following (unexpected) circumstances occur: an increase in the costs of services from third parties necessary to fulfill the agreement. In all cases, SunWorkation will, in consultation with the customer, pass on the price increase to the customer, in whole or in part.

4.10. If the customer requests information via email and makes a booking at an accommodation recommended by SunWorkation, the customer enters into an agreement with the owner or rental organization of the accommodation. The owner/rental organization enters into a rental agreement with the customer immediately after the booking or upon arrival at the accommodation. SunWorkation acts solely as an intermediary. Therefore, no agreement will ever be concluded between the customer, the landlord, and SunWorkation regarding the rental of the accommodation.



4.11. During the conclusion of the rental agreement between the owner/rental organization and the customer, the general terms and conditions of the owner/rental organization apply. The owner/rental organization makes these conditions available to the customer prior to signing the rental agreement.

ARTICLE 5. RIGHTS AND OBLIGATIONS FOR SUNWORKATION

5.1. SunWorkation guarantees that the assignment given to it will be carried out to the best of its ability, applying sufficient care and craftsmanship

5.2. SunWorkation endeavors to secure the data it stores for the customer in such a way that this data is not accessible to unauthorized persons.

5.3. In the event of complaints from the customer about the services and/or products delivered, SunWorkation must engage in discussions with the customer to find a mutually acceptable solution.

5.4. SunWorkation is authorized to publish the customer's data (name, company name, and position) on the SunWorkation website and/or other promotional materials for promotional purposes such as reviews. SunWorkation is also authorized to use photos of the results of the assignment for promotional purposes.

5.5. SunWorkation keeps the customer informed, as necessary, about the work and the execution of the services.

ARTICLE 6. RIGHTS AND OBLIGATIONS FOR THE CUSTOMER

6.1. The customer must, in principle, adhere to the provisions laid down in these terms, unless otherwise agreed.

6.2. The customer must provide SunWorkation with all correct data that are reasonably necessary for the proper execution of the agreement. The customer is particularly obliged to promptly notify SunWorkation of changes in personal data, company data, important information regarding the execution of the service, and other information that SunWorkation requires.

6.3. If the necessary data for the execution of the agreement are not provided to SunWorkation in a timely manner, SunWorkation reserves the right to suspend the execution and/or charge the customer for additional costs resulting from the delay.

6.4. The customer informs SunWorkation immediately in writing about changes in name, address, email, and, if requested, bank account number.

6.5. Complaints about delivered services and/or products must be communicated to SunWorkation by the customer within 8 days of the service delivery or within 60 days of the complete completion of the assignment. The customer indemnifies SunWorkation for one year after delivery from all legal claims related to services and/or products provided.

6.6. The customer is responsible for making backup copies of all materials/data as mentioned in Article 6.2, which SunWorkation needs for the execution of the agreement. In case of loss of these materials/data, SunWorkation is not liable for resulting damages.

6.7. If SunWorkation provides login details to the customer, the customer is responsible for these details. SunWorkation is not liable for misuse or loss of login details and may assume that the customer is the one logging in using the provided login information.

6.8. The customer is obliged to maintain confidentiality of all confidential information obtained during the collaboration with SunWorkation, both from the agreement and from other sources. Information is considered confidential if it has been designated as such by the other party or if it is evident from reasonableness and fairness.

6.9. The customer is not authorized to make changes to the provided travel plan without prior consultation with SunWorkation. If the customer makes changes without prior consultation, SunWorkation is not responsible for the consequences.

ARTICLE 7. DELIVERY AND DELIVERY TIME

7.1. The delivery time to be used by SunWorkation varies per assignment and is determined in consultation with the customer. The delivery time specified by SunWorkation starts after the conclusion of the agreement and upon receipt of all necessary data and/or materials from the customer. The customer must provide the necessary data and/or materials to SunWorkation at least 7 working days before the start of the introductory meeting.

7.2. A delivery time set by SunWorkation can never be considered a strict deadline. SunWorkation is not automatically in default by simply exceeding a delivery time.

7.3. In the event of exceeding the delivery period by more than 30 days, the customer is only entitled to terminate the agreement if SunWorkation, after a proper and as detailed as possible written notice of default, providing a reasonable period for remedy of the shortcoming, culpably fails to fulfill the essential obligations under the agreement.

7.4. The customer is obliged to do what is necessary to enable timely delivery by SunWorkation, including timely providing complete, correct, and clear information as specified in Article 6.2.

7.5. SunWorkation's obligation to deliver will, unless proven otherwise, be considered fulfilled once the items delivered by SunWorkation have been offered to the customer at least once.

Article 8. PAYMENT

8.1. The customer's payment obligation commences on the day the agreement is concluded.

8.2. All invoices sent by SunWorkation, including advance invoices, must be paid by the customer within 14 days, unless otherwise agreed in writing. SunWorkation offers the option to pay the agreed quotation amount in pre-agreed installments. SunWorkation's services will only commence after full payment of the advance invoice.

8.3. If the customer fails to meet their payment obligation in a timely manner, the customer is automatically in default without the need for further notice of default.

8.4. In the case of non-timely payment, SunWorkation may decide to temporarily suspend its activities until the moment of payment. If non-timely payment occurs regularly, SunWorkation may decide to unilaterally terminate the assignment.

8.5. In the event of non-timely payment, the customer, in addition to the amount due increased by the statutory (commercial) interest, is obliged to pay full compensation for both extrajudicial and judicial collection costs, which amount to at least 15% of the invoice amount with a minimum of €150,- excluding VAT (for private customers, legal rates will be charged after the 14-day letter), and



also the costs for lawyers, attorneys, bailiffs, collection agencies, and any legal proceedings in the district court or court of appeal

8.6. The payment claim is immediately due and payable in the event the customer is declared bankrupt, applies for a suspension of payments, or if attachment is made on the customer's assets, the customer dies, and furthermore, if the customer is liquidated or dissolved.

8.7. In the above cases, SunWorkation also has the right to terminate or suspend the execution of the agreement or any as yet unperformed part thereof without notice of default or judicial intervention, without the right to compensation for damage that may arise for the customer as a result.

8.8. The customer agrees that SunWorkation invoices electronically. If the customer wishes to receive an invoice by post, SunWorkation reserves the right to charge additional costs of €2.50 per invoice.

8.9. The customer can raise objections to the invoices sent by SunWorkation in writing within 7 days of the invoice date. Upon receipt of the objection, SunWorkation will investigate the accuracy of the invoice amount. Objections to invoices sent do not suspend the customer's payment obligation.

8.10. All services provided by SunWorkation remain the property of SunWorkation until all amounts due by the customer to SunWorkation have been paid.

ARTICLE 9. RESERVATION OF OWNERSHIP & INTELLECTUAL PROPERTY

9.1. All intellectual property rights to all documentation, advice, quotations, travel itineraries, photos, impressions, and reviews developed or made available in the context of the services, as well as preparatory materials and issued reports, belong exclusively to SunWorkation unless otherwise agreed in writing.

9.2. The products delivered by SunWorkation and the components mentioned in article 9.1 may never be reproduced or resold, in whole or in part, unless otherwise agreed in writing.

9.3. The content of the SunWorkation website, including but not limited to: texts, images, design, trademarks, and domain names, is the property of SunWorkation and is protected by copyrights and intellectual or industrial property rights existing under the applicable law. Users of the website are not allowed to reproduce the website or any part thereof or make it available without the permission of SunWorkation.

9.4. All copyrights and intellectual property rights to creations of the human mind developed by SunWorkation remain the exclusive property of SunWorkation, unless the rights are bought out or otherwise agreed.

9.5. SunWorkation is not responsible for any information/content that the customer places on SunWorkation servers. If the information/content placed by the customer infringes on the rights of third parties or violates laws and regulations in any way, the customer will indemnify SunWorkation against any claims for damages that third parties may assert as a result of this action by the customer.

9.6. Any action contrary to article 9.2 and article 9.3 is considered an infringement of copyright.

9.7. In the event of infringement, SunWorkation is entitled to compensation of at least twice the license fee used by it for such use, without losing the right to any damages.

ARTICLE 10. LIABILITY

10.1. Every agreement between SunWorkation and the customer is characterized as a best-effort agreement, where SunWorkation is obligated to fulfill its obligations to the best of its ability, with the necessary care and expertise. SunWorkation can, therefore, never be held liable for unachieved results or the extent to which the provision of services contributes to the goal set by the customer and SunWorkation.

10.2. The customer is and remains at all times personally responsible for implementing advice given by SunWorkation during the execution of the assignment. SunWorkation is also not liable for the planning and execution of the advice and/or travel schedule provided by SunWorkation.

10.3. If SunWorkation is nevertheless held liable as determined in Article 10.1, any liability is limited to the reimbursement of direct damages, up to a maximum of 2 times the amount of the price agreed upon for that agreement (excluding VAT). In the case of a continuing agreement, any liability is limited to the reimbursement of direct damages up to a maximum of the amount of the last invoice paid by the customer.

10.4. In addition to Article 10.3, SunWorkation is only liable for direct damages. Direct damages are understood exclusively to mean:

- the reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage as meant in these conditions;
- any reasonable costs incurred to have SunWorkation's defective performance comply with the agreement, insofar as these costs can be attributed to SunWorkation;
- reasonable costs incurred to prevent or limit damage, insofar as the customer demonstrates that these costs have led to the limitation of direct damage as meant in this article.

10.5. SunWorkation excludes any liability for indirect damage suffered through the use of services and/or products provided by SunWorkation, except in situations where the damage is due to intentional actions on the part of SunWorkation.

10.6. SunWorkation is in no case liable for: consequential damage, damage due to missed savings, damage due to business interruption, lost profits, and damage arising from the loss of data when executing the agreement.

10.7. The customer indemnifies SunWorkation against all claims for damages that third parties may assert with regard to damage that has arisen in any way due to the unlawful or negligent use of products and services delivered by SunWorkation.

10.8. As a mediator, SunWorkation is never liable for damage or personal injury arising in or around the accommodation. In such a situation, the lessor is the counterparty with whom the lease agreement has been concluded and bears full liability. If the customer wishes to hold the lessor liable, SunWorkation will mediate and provide the necessary contact information to the customer.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE

11.1. SunWorkation is not obliged to fulfill its obligations under the agreement if compliance has become impossible due to force majeure. If force majeure persists for a period of 60 days, both

parties are entitled to terminate the agreement. What has already been performed under the agreement will then be settled proportionally.

11.2. SunWorkation is dependent on the cooperation, services, and deliveries of third parties in its activities, over which SunWorkation can exert little or no influence. SunWorkation cannot be held liable in any way for any damage arising from a situation in which the failure is due to a third party with whom SunWorkation has entered into an agreement.

11.3. In addition to the provisions of clause 11.2, force majeure is also understood to mean everything that is accepted as such in law and jurisprudence.

11.4. In these general terms and conditions, force majeure is understood to mean any circumstance independent of the will of SunWorkation – even if it could have been foreseen at the time of the conclusion of the agreement – that permanently or temporarily prevents the performance of the agreement, including but not limited to: strikes, excessive sick leave of personnel of SunWorkation or SunWorkation itself, transportation difficulties, fire, government measures, epidemics, pandemics, business disruptions at SunWorkation, default by suppliers of SunWorkation, making it impossible for SunWorkation to fulfill its obligations to the customer, as well as other serious disruptions in the business of SunWorkation or its suppliers.

ARTICLE 12. DURATION OF AGREEMENT AND TERMINATION

12.1. The agreement is entered into for a specific period, unless otherwise stated in the quotation or if the parties have expressly made other written agreements.

12.2. The right of the customer to terminate the agreement prematurely is excluded, without prejudice to the other provisions in these general terms and conditions.

12.3. Both parties, the customer and SunWorkation, have the authority to terminate the agreement only if the other party, after a proper and as detailed as possible written notice of default with a reasonable period for rectification of the shortcoming, culpably fails to fulfill the essential obligations under the agreement.

12.4. In exception to what is determined in article 8.3, SunWorkation can terminate the agreement, in whole or in part, without notice and without judicial intervention by written notification with immediate effect if urgent reasons arise, including in any case the situations where:

- provisional suspension of payment is granted to the customer
- bankruptcy is applied for or pronounced against the customer;
- there is a suspicion that the customer cannot meet their payment obligations upon extension of the agreement;**
- the customer acts contrary to public order or good morals, or any obligation arising from the agreement with SunWorkation;
- the customer infringes on the rights of third parties;
- the customer acts contrary to reasonable guidelines or instructions from SunWorkation;
- the customer does not respond to correspondence by email, telephone, and/or written communication, whether or not registered;

- in case of recurring payment problems.

SunWorkation will never be obligated to pay any compensation for termination, as determined in this article.

12.5. If, at the time of termination as referred to in article 12.3 and 12.4, the customer has already received performances for the execution of the agreement, these performances and the related payment obligation will not be subject to reversal. Amounts invoiced by SunWorkation before the termination for what has already been performed or delivered under the agreement will remain due and payable, taking into account the aforementioned, and will become immediately due and payable at the time of termination.

12.6. SunWorkation reserves the right to change its general terms and conditions, even for existing agreements. If SunWorkation decides to change the terms, it will inform the customer. The customer is then free to terminate the agreement from the moment the new general terms and conditions take effect or up to a maximum of 7 days after the entry into force of these new general terms and conditions.

ARTICLE 13. CONFORMITY

13.1. SunWorkation will, to the best of its ability, strive for the intended result agreed upon in the quotation during the execution of the agreement. If, in the opinion of the customer, the delivered results do not correspond to the intended result agreed upon in the quotation, the customer and SunWorkation will enter into consultations to bring the delivered results in line with the intended outcome.

13.2. In addition to what is determined in Article 13.1, the costs for additional work as referred to in that article will be invoiced to the customer in accordance with SunWorkation's normal rate, unless the customer can reasonably demonstrate, in the opinion of SunWorkation, that the deviations in the result are due to the defective execution of the agreement on the part of SunWorkation.

13.3. If it is established that the deficiencies in the services and/or products to be delivered by SunWorkation are attributable to SunWorkation, the customer is not entitled to compensation or termination of the agreement, except as provided in these conditions.

ARTICLE 14. GENERAL PROVISIONS REGARDING WORKATIONS

14.1. SunWorkation workations fall under the offer as mentioned in article 3.1.

14.2. Payment of the contractually agreed price for the workation is made in pre-determined installments, unless otherwise agreed.

14.3. SunWorkation reserves the right to invoice the customer a deposit of €250 for a private booking before definitively reserving a workation for the customer. The remaining amount must be paid 14 days before the start of the workation. For a business booking, a minimum of 50% of the agreed amount is invoiced as a deposit.

14.4. At the customer's request, the workation can also be paid in full in advance. In this case, there is no deposit, but full invoicing in advance.

14.5. The customer is obliged to timely take out travel and cancellation insurance and possess valid travel documents.



14.6. SunWorkation and/or hired guides can never be held liable for incurred damage and/or injuries during activities. Participation in SunWorkation workations and the associated activities is entirely at the customer's own risk.

14.7. In case of a COVID-19 infection, the customer is not allowed to participate in the workation. The customer is therefore not entitled to a refund of any amounts paid.

14.8. SunWorkation adheres to location-dependent laws and regulations and the COVID-19 measures in effect at that time. Vaccination is not mandatory unless a location has imposed such a requirement.

14.9. If the customer contracts COVID-19 during the workation, the customer must follow the rules of the local authorities. Any costs (testing, quarantine, return ticket) are borne by the customer.

14.10. During workations, photos and other visual material may be taken. SunWorkation may use this material for promotional purposes on its website, social media, or partner websites. The customer who does not wish to be visible should inform SunWorkation in advance. Upon request, SunWorkation will remove this visual material if the customer is clearly identifiable in the photo.

14.11. If the customer has or expects to have physical and/or mental problems during the workation, the customer is obliged to report this to SunWorkation before the workation. If the customer fails to report this in a timely manner, SunWorkation reserves the right to deny the customer the right to (further) participate in the workation. Any costs associated with this are borne by the customer.

14.12. The customer is not allowed, without the permission of SunWorkation and the other participants, to disclose information that could harm the privacy of the participants via mass media (press).

ARTICLE 15. CANCELLATION OF BOOKED WORKATION

15.1. If the customer wishes to cancel the reserved workation, this is only possible if done more than 8 weeks before the start of the workation.

15.2. In case of cancellation less than 8 weeks before the start of the workation, a refund of the already paid (deposit) invoice is not possible.

15.3. If the customer cancels an already reserved and/or booked workation, the customer is only liable for the deposit, unless otherwise agreed.

15.4. In case of cancellation on the part of Working Remotely, the tour price will be used for a subsequent workation (or a partial payment if the replacement workation has a higher price), or the customer can choose to have the entire tour price refunded. Taken vacation days, and/or the purchase of insurance will not be reimbursed by SunWorkation.

ARTICLE 16. GENERAL PROVISIONS RESPONSIBILITIES OF THE CUSTOMER DURING THE WORKATION

16.1. The customer is responsible for the use of the accommodation.

16.2. The customer must leave the accommodation in the same condition as it was found.

16.3. The customer must comply with the applicable laws and regulations and the behavioral rules set by SunWorkation in the accommodation.

16.4. If the customer does not leave the accommodation in the same condition as found, and SunWorkation incurs additional cleaning costs as a result, these costs will be borne by the customer.

16.5. The customer who causes or threatens to cause inconvenience and/or damage during the workation to other participants, SunWorkation itself, guides, and/or the location may be excluded by SunWorkation from (continuation of) further participation. All costs resulting from the inconvenience and exclusion of the customer will be borne by the customer if and to the extent the consequences of damage or inconvenience can be attributed to him/her.

ARTICLE 17. OTHER PROVISIONS AND APPLICABLE LAW

17.1. If any provision of these general terms and conditions is void or declared invalid, the remaining provisions of these general terms and conditions shall remain in full force, and SunWorkation and the customer shall enter into consultations to agree on new provisions to replace the void or invalid provisions, taking into account as much as possible the purpose and scope of the void or invalid provision.

17.2. If the customer includes provisions or conditions in his order that deviate from, or are not included in, these conditions, these are only binding on SunWorkation if and insofar as SunWorkation has expressly accepted them in writing.

17.3. If SunWorkation deviates from the General Terms and Conditions in favor of the customer on its own initiative, the customer can never derive any rights from this.

17.4. Any purchasing or other conditions of the customer are not applicable.

17.5. Rights and obligations arising from an agreement can only be transferred by the customer to a third party if SunWorkation has given written permission for this.

17.6. Dutch law exclusively applies to all legal relationships in which SunWorkation is a party.

17.7. The customer and SunWorkation will first try to settle any disputes amicably through mutual consultation before resorting to legal action.

17.8. If mandatory legal rules do not determine otherwise, the competent court in Lisbon Portugal, is initially authorized to adjudicate disputes between SunWorkation and the customer, unless a statutory provision prescribes otherwise.