

# **GENERAL TERMS AND CONDITIONS**

## **FOR THE USE OF “CIELA” COMPUTER-BASED LEGAL INFORMATION SYSTEMS, VERSIONS 5.1 AND HIGHER**

*(Version 8/February 20, 2024)*

### **I. GENERAL PROVISIONS**

Art. 1. These *General Terms and Conditions for the use of Ciela computer-based legal information systems, versions 5.1 and higher* (hereinafter referred to as the "General Terms and Conditions") regulate the relations between CIELA NORMA AD and the USERS regarding the use of Ciela computer legal information systems (LIS), versions 5.1 and higher, regardless whether accessible via a local computer network, over the Internet or on a separate computer configuration, as well as all other services provided in this connection by CIELA NORMA AD.

Art. 2. (1) These General Terms and Conditions are an integral part of the contract concluded between the parties for providing a non-exclusive, non-transferable and time-limited right of use of LIS Ciela, and apply also in cases where only an invoice, a delivery receipt and / or other documents are issued which validate the conclusion, performance and termination of contractual relations between the parties.

(2) With the signing of a contract for providing a non-exclusive, non-transferable and time-limited right of use of LIS Ciela, a delivery receipt and / or other documents, which validate the establishment of contractual relations between the parties, as well as with the payment of a fee for the use of the LIS Ciela or part thereof (a separate product) the USER declares that he/she is familiar with these General Terms and Conditions and accepts them.

Art. 3. (1) Conditions other than those provided in the present General Terms and Conditions can be agreed upon in individual contracts or annexes in writing between CIELA NORMA AD and the USER, subject to the transparency and equal treatment principles with respect to the same category of users and in compliance with current legislation in the country. In case of inconsistency between written clauses between CIELA NORMA AD and the USER and clauses in the General Terms and Conditions, the former are in force, even though the latter are not deleted.

(2) CIELA NORMA AD reserves the right to amend these General Terms and Conditions when this is not in contradiction with the current legislation. The current General Terms and Conditions are available at <https://www.cielanet.net>.

### **II. DEFINITIONS**

Art. 4. The following definitions shall be used in these general terms and conditions:

1. *LIS Ciela* - Legal Information System will be called hereinafter the computer programs and databases (reference and legal information systems), in one or more software modules accessible through a local computer network, over the Internet, on a separate computer configuration for independent work, which are distributed and maintained by CIELA NORMA AD and bear the brand

"Ciela". LIS Ciela may also be referred to as RIS Ciela - reference information system Ciela, or the product, and the individual modules - products;

2. *PC (personal computer)* – is a PC configuration suitable for end users which may be desktop or mobile (laptop);

3. *workstation* – the exact computer configuration, via which USER use CIS Ciela;

4. *local installation of CIS Ciela* – the program is installed on a PC or a server and Internet access is not needed (regardless of the type of program updates);

5. *Internet* – publicly accessible and internationally interconnected system of computer networks (including the information and services they provide to USERS);

6. *Intranet* – a private computer network, using Internet protocols for the purpose of providing network connection to a protected part of the information/operations of the organization—owner and its employees;

7. *external data carrier* - a removable storage medium for storing and exchanging data with a computer representing computer memory of an energy independent type (e.g. CD, DVD, flash memory drive);

8. *service availability* - the ability of a service or component thereof to perform the required function at an agreed time or for an agreed period of time. The availability of the service may be expressed as a proportion or percentage of the time that the service or component thereof is actually available for use compared to the agreed time / contract period, and the services subject to these General Terms and Conditions are available in 95,2% (ninety-five point two percent) of the agreed working time on an annual basis;

9. *incident* - an unplanned interruption of a service, reduction in the quality of a service or an event negatively affecting an IT service, which has not had an effect on services to external USERS yet;

10. *critical incident* - an unplanned interruption of a service, reduction in the quality of a service or an event negatively affecting an IT service, which has had an effect or may have an effect on services to external USERS as well;

11. *response time of the service* – time interval between the reporting of an incident by the USER until his notification that the signal has been received by an employee of CIELA NORMA AD. Where the said service involves an operator – this is the time to answer by phone;

12. *time for removal of incidents*– the maximum time limit within which the incident should be removed; the time for removal varies depending on the incident's priority; it starts running from the moment the USER has submitted information to CIELA NORMA AD;

13. *interruption* – where it is impossible for the USER to use the services/products within the agreed parameters, as a result of which there is negative impact on operations or certain business process does not proceed according to the defined functionality of the service, which is considered a deviation from the expected result;

14. *USER* - any natural or legal person, regardless of its legal form, sole entrepreneur, unincorporated entity, non-profit association, foundation, state, regional and municipal authorities and all others registered in the Republic of Bulgaria and / or carrying out a principal commercial or other activity on the territory of the Republic of Bulgaria, which have been granted a non-exclusive, non-transferable and time-limited right to use the LIS Ciela.

The persons shall identify themselves in the following manner:

- natural persons - with three names, address for correspondence;
- legal persons, sole proprietors and entrepreneurs - with three names / headquarters, seat and management address and / or address for correspondence, UIC / BULSTAT code; for entities that are not subject to entry in public registers - with documents certifying the representative power of the persons signing the necessary documents servicing the subscription relations.

Where necessary, upon conclusion of individual contract, CIELA NORMA AD may require other documents for USER identification, subject to the provisions of the applicable Bulgarian legislation and these General Terms and Conditions;

15. *subscription period* - the period from the entry into force of the contract with the USER until the expiration of the term for which the license is granted;

16. *urgent changes* - changes to be implemented immediately in order to resolve a critical incident or problem. In critical situations when immediate implementation of a change to restore the affected business service is required, it is acceptable that the change not be tested and documented at the time of implementation, if there is no time to do so. The management of urgent changes follows the emergency procedure of CIELA NORMA AD.

### III. SCOPE OF SUBSCRIPTION SUPPORT. COMMUNICATION

Art. 5. (1) Services included in the subscription support:

Service	Working Hours
Installation/Installation relocation, licensing, settings for networking of desktop applications (Ciela Desktop, Ciela Intranet)	9,5 x 5 (08:30–18:00)
Software support, brief explanations of basic functional desktop applications (Ciela Desktop, Ciela Intranet)	9,5 x 5 (08:30–18:00)
Updates for desktop applications (Ciela Desktop, Ciela Intranet) via CD	9,5 x 5 (08:30–18:00)
Updates for desktop applications via Internet (Ciela Desktop, Ciela Intranet)	24x7
Access to Internet applications (Ciela Net, Ciela Webserver)	24x7
Software support, brief explanations of basic functional Internet applications (Ciela Net, Ciela Webserver)	9,5 x 5 (08:30–18:00)

(2) Services under Para. 1 shall be provided solely to USERS and only during the subscription support period.

(3) Any services which are not listed in Para. 1 of the present Article shall not be performed. Services shall not be provided to persons who are not subscribers.

(4) Where necessary, there may be established the client`s need for other services to be performed by experts of the USER.

Art. 6. (1) Priorities for removal of incidents

Priorities	Definition
Minimum	Product/Service error which does not affect its operation.

High	Certain service/product functionality/module shows a malfunction that does not affect the USER's business processes.
Emergency	The service provided for the USER is partially unavailable/the product is partially inoperable and may have a negative effect on USER's business operations.

(2) For services available 24x7, interruptions are from 00:00 am to 01:00 am in the night on Saturday to Sunday due to technical prophylaxis and night-time operations. Inaccessibility of the service on a monthly basis: 4 (four) astronomical hours per month.

Art. 7. (1) Incidents' detection is carried out on the basis of the registered incidents during the passive and active control of the USER's work and the functioning of the services and products, by means of:

1. telephone – USER may call Software Support Department (02 903 0004; 087 530 1504). The call shall be accepted and registered by the Software Support employee, who shall take appropriate action to appoint a specialist to deal with the incident;

2. e-mail – USER sends their complaints to support@ciela.com. Next, the course of procedure is the same as with telephone calls; a notification that a complaint has been received must be sent;

3. some software products also provide a feedback option;

4. automatically sent email message by the Software Support department.

(2) The person in charge of incidents removal shall promptly inform the USER on the progress of the registered incident. If the problem cannot be resolved and the incident closed, the person in charge must inform the USER and report on the methods applied, resources used and time required for attempts to remove the incident.

(3) In the event of incidents related to processed personal data, the DATA PRIVACY POLICY OF CIELA NORMA AD: <https://www.cielanet.net/static/media/documents/17/politika-poveritelnost.htm>, shall be applied.

Art. 8. CIELA NORMA AD has implemented an information security management system, ensuring the continuity of IT services. The activities are performed according to Policy on information security and information security procedures. The offices of CIELA NORMA AD are equipped with appropriate infrastructure and facilities that are a prerequisite to minimize disruption of services. CIELA NORMA AD undertakes to implement and maintain appropriate mechanisms to control risks to information security and execution of business processes. Appropriate practices for control and protection from malware, unauthorized access, data leakage, etc. have been implemented. The USER also undertakes to maintain appropriate measures to protect the security of the networks and the equipment used.

#### IV. SUBSCRIPTION RIGHT TO USE

Art. 9. (1) CIELA NORMA AD provides the USER with a license to use the LIS Ciela, whether it is accessible through a local computer network, over the Internet, on a separate computer configuration for independent work according to the conditions and clauses of these General Terms and Conditions and the contract concluded with the USER granting a non-exclusive, non-transferable and temporary right of use of LIS Ciela. By installing the LIS Ciela, the USER does not acquire

ownership of the databases, software code, design and graphic images, as well as all other elements of the LIS Ciela, which are received for use during the subscription period.

(2) With the granting of a license for LIS Ciela it is considered that the USER assigns, and CIELA NORMA AD agrees to install on a computer specified by the USER, the main data base of LIS Ciela or to provide an external data carrier with the LIS Ciela installed on it, or to provide Internet access to the LIS Ciela database, as well as to provide access to updating files for updating the database by the USER.

(3) During the subscription period, CIELA NORMA AD has the right to check the validity of the subscription.

Art. 10. (1) Offers for obtaining LIS Ciela license can be proposed to consumers only by individuals authorized by CIELA NORMA AD. Offers may be submitted in an oral and / or written form, with offers having binding effect on the parties for a period of 30 days from the date of their submission, unless otherwise stated. CIELA NORMA AD is not responsible for any offers made by unauthorized persons. An inquiry for authorized sales representatives and distributors can be made at the office of CIELA NORMA AD at: Sofia, Postal Code 1510, 9, "Vladimir Vazov" Blvd., on the website of CIELA NORMA AD: <https://www.ciela.net/> and on the published contact telephones.

(2) Upon accepting the offer expressed by the USER in oral or written form, it becomes obligatory to pay the price for the products he/she has chosen.

(3) After the payment of the respective products/services with the Ciela brand, for CIELA NORMA AD the obligation to grant a license for the respective product arises in the terms described in Art. 13.

## **V. SUBSCRIPTION PERIOD**

Art. 11. (1) The subscription contract for the use of LIS Ciela enters into force on the date of its signing and has a term, as specified in the contract.

(2) The subscription period for the use of LIS Ciela coincides with the term of the subscription contract and has a minimum duration of one month. A subscription contract cannot be concluded for a shorter period.

## **VI. PRICES AND MANNER OF PAYMENT**

Art. 12. (1) For use of the LIS Ciela, the USER owes a consideration to CIELA NORMA AD.

(2) The amount of the consideration is determined according to the current price list of CIELA NORMA AD or by individual offer made.

Art. 13. The payment for the first subscription period shall be made immediately upon acceptance of the offer as stated in the subscription contract. A corresponding document shall be issued for the payment made. Payments for each subsequent subscription periods (subscription continuation) can be made throughout the preceding period at latest within a month from its expiry.

Art. 14. The payment can be made to the bank account of CIELA NORMA AD in BGN DSK Bank, Kaloyan branch, 1, Tsar Kaloyan Str., IBAN: BG31STSA93000029489375, BIC: STSABGSF, in cash - at the office of CIELA NORMA AD or to an authorized representative.

Art. 15. In the event that the payment for a subscription period is not made in due time, or if the

subscription period has expired, the USER loses his/her right of access to LIS Ciela related services.

## **VII. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Art. 16. CIELA NORMA AD is obliged to maintain LIS Ciela with funds and at a time consistent with the implemented standard for quality management as well as with the necessary care of a good trader and provider of information services.

Art. 17. CIELA NORMA AD is obliged, depending on the products installed and the type of subscription, during the subscription period to provide access to update files on the Internet or to send to the USER files for updating the main databases, or to update the web-based ones.

Art. 18. CIELA NORMA AD has the right to refuse to provide subscription support services, if the USER's computer does not meet the software and hardware requirements for the respective product.

Art. 19. (1) CIELA NORMA AD is obliged to remove at its own expense all program errors found during the operation of LIS Ciela in the shortest possible time.

(2) If the integrity of the database of the products subject to the contract is breached due to a default by CIELA NORMA AD, the latter undertakes to recover it without any additional payment.

Art. 20. (1) If, before the expiration of the subscription period, the integrity of the databases of LIS Ciela and / or the proper functioning of the computer program subject to the subscription are breached due to USER's action, including (but not limited to) renaming, moving, deleting files or folders of the program, CIELA NORMA AD will restore the proper functioning of the program or provide an external carrier of information for self-recovery by the USER upon notification from him/her and additional payment.

(2) If the restoration mentioned in the previous paragraph requires a visit to a town or village where there is no CIELA NORMA AD representative, the USER shall also cover the traveling expenses amounting to BGN 0,70 per km from the location closest to the USER, where there is a representative of CIELA NORMA AD, for each visit after the first one.

Art. 21. The USER agrees to give remote access to his installation by employees and persons authorized by CIELA NORMA AD, when this is necessary to fix an error in the LIS Ciela, for troubleshooting or correction in the databases or the software managing them and was requested by him/her. In this case, CIELA NORMA AD guarantees that will keep confidentiality with regard to all unintentionally found USER data.

Art. 22. (1) The USER undertakes to grant access to LIS Ciela or update files only to his employees and for business purposes only.

(2) The USER undertakes not to grant access to LIS Ciela or to update files to third parties for the use of the same in any way or form, without the prior written consent of CIELA NORMA AD.

(3) If the USER finds that the username and / or password of his employees, respectively the computer on which LIS Ciela is installed, have been stolen or in doubt that third parties have in some way known or could otherwise have access to LIS Ciela, is obliged to immediately notify CIELA NORMA AD.

(4) The USER must exit the online version of LIS Ciela via the "Log off" option from the drop down menu at the username. Otherwise, CIELA NORMA AD cannot receive information about the closing of the active session and release the occupied license, therefore it is not responsible if the

USER cannot enter the system again and use it in the next few minutes before the session is automatically terminated.

Art. 23. The USER, understanding the nature of the service to provide information and the dynamics of its change, accepts as normal and agrees that during the effect of the contract for LIS Ciela use, CIELA NORMA AD has the right to modify - without prior notice - the content of LIS Ciela, its module or its version, with a view to improving and adapting to new technologies and requirements.

Art. 24. The USER accepts and agrees that after expiration of the subscription period or non-payment of the due remuneration for LIS Ciela or part of modules in it, CIELA NORMA AD has the right to terminate access to the system or the relevant module (s), or to limit the access after the expiration date of the subscription to the updates of the content of the system or the relevant module(s).

## **VIII. LIS CIELA USE**

### **LIS Ciela through a local PC installation**

Art. 25. (1) When the subject-matter of the subscription is desktop version of a product, CIELA NORMA AD is obliged to provide an installation package for the program and / or to perform the installation within three working days of payment. Within the same period, CIELA NORMA AD undertakes to provide the USER with a code for access and use of the products subject to the subscription.

(2) CIELA NORMA AD carries out the installation on a computer designated by the USER, which must comply with the minimum technical requirements set out in these General Terms and Conditions for the operation of the program.

(3) Technical requirements for PC for LIS Ciela in a local installation:

- Operating system: WINDOWS 10/11, Windows Server 2008/2012/2016/2019/2022 (with latest updates);
- Minimum hardware requirements: 300 GB hard disk space - for all products; Core2Duo CPU or higher (or equivalent); 2 GB of RAM;
- Additional software: Microsoft.Net Framework 4.0; Firebird 2.5;
- Presence of a DVD drive or USB port to install (if external media is used).

When using USB input, the latter must be at least version 2.0.

Art. 26. When the subject-matter of the subscription is use of LIS Ciela through local installation, the USER is obliged to notify CIELA NORMA AD within five working days from the receipt of update media or emailed files for an established inability to update due to media defect or incomplete files. If no such notification has been made, it is considered that the media/files have been delivered suitable for update

### **Ciela via LAN/Intranet**

Art. 27. In order to use LIS Ciela via LAN or Intranet, a network infrastructure established for data exchange between a server and the interconnected computers is required.

Art. 28. Minimum technical requirements to the server, on which LIS Ciela is to be installed (The requirements are conditional, hardware requirements depend on the number of workplaces which will use a product from this server. Sample requirements refer to 10 workplaces.):

- Operational system: WINDOWS 10/11, Windows Server 2008 R2/2012 R2/2016/2019/2022 (with latest updates);

- Minimum hardware requirements: 300 GB hard disk space for all product databases; Core2Duo CPU or higher (or equivalent); 4 GB RAM (when working in a virtual machine, it is recommended that the RAM memory be 6 GB).

- Additional software: Internet Information Server; Microsoft.Net Framework 2.0, Microsoft.Net Framework 4.0; Firebird 2.5.

Art. 29. Minimum technical requirements for workstations for LAN operation:

- Operational system: WINDOWS 10/11, Windows Server 2008/2012/2016/2019/2022 (with latest updates);

- Minimum Hardware Requirements: Core2Duo CPU or higher (or equivalent); 1 GB RAM;

- Additional software: Microsoft.Net Framework 2.0, Microsoft.Net Framework 4.0.

Art. 30. Minimum technical requirements for workstations for Intranet work: HTML 5-compatible browser - IE 11, Opera 11, Chrome 40, Firefox 35.

### **Ciela via Internet**

Art. 31. Where subject of the subscription is the use of LIS Ciela via Internet, CIELA NORMA AD shall be bound, within three working days after payment of the remuneration by the USER, to activate a username and a password for access to the products covered by the subscription within. If the USERS are more than one, the latter shall apply to each of them.

Art. 32. It is USER's responsibility to provide his own internet connection in order to use LIS Ciela. The parties hereby agree that if the USER is unable to use the program due to Internet connection failure or temporary interruption of the connection, there are no reasons not to pay the due remuneration or bring claims against CIELA NORMA AD.

Art. 33. Minimal technical requirements for the workstations for CIS Ciela use via Internet are the following: Internet connection for the workstation: Applications – a browser compatible with HTML 5 browser - IE 11, Opera 11, Chrome 40, Firefox 35.

## **IX. INTELLECTUAL PROPERTY. PROTECTION**

Art. 34. (1) CIELA NORMA AD is a producer of a database in the meaning of Art. 93b of the Copyright and Related Rights Act, and bearer of all intellectual property rights over LIS Ciela.

(2) "Ciela" is a protected trademark of CIELA NORMA AD. LIS Ciela and the trademarks "Ciela", part of or only mentioned in the LIS Ciela, are subject to protection under Bulgarian and international intellectual property protection law.

(3) The contents of LIS Ciela, including (this being a non-exhaustive list) names, trademarks, comments, articles, analyses, expert developments, document templates, document icons and buttons, design, etc., are subject to copyright and related rights, and all rights are reserved for CIELA NORMA AD.



Art. 35. The USER has the right to load and print separate pages, sections and/or documents of LIS Ciela contents to save and use them only on the condition that copyright notices and other such-like relating to ownership of LIS Ciela are not removed. CIELA NORMA AD reserves the right and may at any time prohibit the option of creating copies of certain documents.

Art. 36. No one has the right, without the explicit permission of Ciela Norma AD, to use, reproduce, modify, transmit (by electronic or other means), to publicly display and / or to provide to third parties any part or all of the contents of the LIS Ciela (incl. all or part of the database, updates, text or program files for it or other individual files of the database), for the purpose of software development, business purpose, publishing and / or other activity, or to derive another benefit and to take any other action that violates or contributes to infringing an intellectual property right of CIELA NORMA AD over LIS Ciela. The above actions and the like are forbidden and will be pursued with all due diligence in accordance with the law

Art. 37. Possession or use of LIS Ciela or its separate modules without legal basis is a violation of the Copyright and Related Rights Act, and the offender is liable under Art. 96a, Art. 96b and Art. 97 of the CRRA, unless his act constitutes a more serious offense punishable by the Penal Code.

## **X. LIABILITY**

Art. 38. (1) The information provided by CIELA NORMA AD through the LIS Ciela has a reference-information character. It does not constitute legal or expert advice, nor can it replace the specialist consultation on a specific matter by a qualified lawyer, financier or other competent expert. This also applies to cases where individual author`s themes or expert developments contain comments or opinions on legal or financial-accounting issues. CIELA NORMA AD is not liable for any damages or lost profits resulting from non-observance of the provisions of the preceding sentences.

(2) CIELA NORMA AD aims to keep up to date the entire contents of the LIS Ciela, using well-established experts and reliable sources (State Gazette, Official Journal of the European Union, official editions of courts and other public authorities, state-maintained registers and so on). Content updates are made within a reasonable time frame, taking into account the processing time of the information, creating documents and drafting expert comments and opinions.

Art. 39. CIELA NORMA AD bears no responsibility for any losses, direct, indirect or consequential damages and lost profits, resulting from or in connection with the use of LIS Ciela, as well as the wrong use or inaptitude and lack of experience of using LIS Ciela, including (but not limited to) data loss and damage, interruption of trade relations and links, monetary losses and lost profits or gains.

Art. 40. CIELA NORMA AD bears no responsibility for any errors or omissions in the data received from the Registry Agency or if such data does not correspond to the actual situation of the legal entity due to his failure to comply with the obligation to declare before the Registry Agency newly emerging circumstances subject to registration.

Art. 41. CIELA NORMA AD does not endorse and is not responsible for the information contained on websites that have hyperlinks from LIS Ciela, as well as for the proposed products, services, and other such on referral websites.

Art. 42. CIELA NORMA AD is not responsible for violations of the functioning of the computer program caused by external technical means, hardware, or drivers for it, installations of

other software or database management software, defects and problems in the operating system, unauthorized access to the database and attempts to interfere with it by unauthorized persons, copying the database, loss, destructing or modifying program components, hardware replacement and / or use of non-authentic update packages at the USER, mechanical damage, and virus infection and / or its removal.

Art. 43. (1) CIELA NORMA AD is not responsible for the operation of the LIS Ciela, if the computer on which the program is installed does not meet the technical requirements for using the LIS Ciela, or the workstation where the program is used is not suitable for that.

(2) CIELA NORMA AD is not responsible for the operation of LIS Ciela, if the USER has not complied with the technical requirements for installation and operation.

(3) CIELA NORMA AD is not responsible for the difficult and / or delayed use of the on-line version of the system, if the Internet provider of the USER has not provided at least 3 Mbps Internet speed Service Rate.

## **XI. ADDITIONAL PROVISIONS**

Art. 44. The parties undertake not to disseminate information about the other party or third parties which has become known to them during or in connection with the provision of a subscription, in accordance with these General Terms and Conditions concluding and executing individual subscription contracts for the use of LIS Ciela.

Art. 45. (1) CIELA NORMA AD processes USERS' personal data according to their Privacy Statement (policy) and in accordance with Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Protection of Personal Data Act and the other provisions of the applicable Bulgarian legislation on the protection of personal data.

(2) Privacy Statement (policy) of CIELA NORMA AD is available on the Internet address: <https://www.ciela.net>, and is an integral part of these General Terms and Conditions.

Art. 46. The parties explicitly specify addresses (including e-mail) and contact persons. If either party changes the data without informing the other party, the latter is not responsible for any non-received messages, updates, summons, any shipments and the like.

Art. 47. The parties declare that they are aware of the meaning of all the words, phrases and abbreviations used in these General Terms and Conditions.

Art. 48. The parties declare that they have representative power that entitles them to conclude a valid contract for the granting of the right to use the LIS Ciela.

Art. 49. In case of disagreement and a dispute with CIELA NORMA AD, a USER within the meaning of the Consumer Protection Act may refer the dispute for an alternative solution before a conciliation commission at the Commission for Consumer Protection: <https://kzp.bg/pomiritelna-komisiya>, and to file a complaint on the online dispute resolution website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

Art. 50. The provisions of the legislation in force in the Republic of Bulgaria shall apply to the issues not settled in these General Terms and Conditions, regardless of the USER's seat or domicile.