

TERMS & CONDITIONS

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Force Majeure

First Spark Technology Limited shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure results from circumstances beyond its reasonable control. These circumstances may include, but are not limited to, natural disasters (such as earthquakes, floods, or hurricanes), acts of war or civil unrest, governmental actions, regulatory changes, strikes, labor disputes, widespread technical or system failures, or other events that could not have been reasonably anticipated or avoided.

In the event of force majeure, First Spark Technology Limited will make every reasonable effort to mitigate the effects and resume its obligations as soon as practicable. However, the occurrence of such events shall not constitute a breach of contract under Cyprus law, and no damages, penalties, or other liabilities shall be imposed on the Company for delays or non-performance arising from such causes.

Under Cypriot law, force majeure events relieve the affected party from liability only to the extent that the event directly hinders the performance of its obligations. The affected party must notify the other party of the force majeure event as soon as reasonably possible and provide evidence of the nature and impact of the event.

Should the force majeure situation persist for a prolonged period, both parties retain the right to negotiate the termination or modification of the agreement, if necessary, based on mutual understanding and in accordance with the governing laws of Cyprus.

Governing law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Cyprus. This means that any legal issues or disputes related to these Terms will be governed by the laws of Cyprus. Both parties agree that any dispute arising out of or related to these Terms will be subject to the non-exclusive jurisdiction of the courts of Cyprus. This allows disputes to be resolved in Cyprus, but does not preclude the possibility for the parties to seek resolution elsewhere.

Legal Jurisdiction

Any issue, claim or dispute relating to your use of this website, including matters relating to the interpretation, enforcement or application of these Terms, shall be governed by the laws of the Republic of Cyprus. Such disputes will be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus, meaning that only those courts have jurisdiction over disputes arising out of your use of the Site. This ensures that all legal proceedings related to this website will be handled within the legal framework of Cyprus.