



TERMS AND CONDITIONS

All the commercial relations between ImSim (ImSim from now on) and its customers should be ruled by the following general terms and conditions of sale. These conditions prevail over all conditions of sale and can only be modified by written approval and signed by ImSim. The transmission of an order to ImSim implies the automatic acceptance of these conditions and terms of sale.

1. Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

"Conditions"	These terms and conditions;
"Customer or Client"	This means a person or Company that buys or agrees on purchasing products and/or Services to ImSim including final customers;
"Carrier"	This means any third party responsible for transporting purchased Goods from our Premises to customers;
"Purchase Order"	A document made by the client specifying his intention on buying the product or service manufactured or integrated by ImSim;
"Order Confirmation"	ImSim's written acceptance of the order placed by the Customer.
"Goods"	This means any products including Software offered by ImSim in any proposal and/or is available for sale on the Website or any physical location;
"ImSim"	Means Solien Lda, Parque Industrial de Taveiro Lt 19, 3046-508 Taveiro, Coimbra, Portugal;
"Purchase Information"	This means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
"Services"	This means all the services offered by ImSim or described in any proposal and/or in our social network or on the website
"Technical assistance"	Any technical assistance made by ImSim or by any company certified by ImSim
"Price"	This means all the remuneration that will be made to ImSim for the supplying of products and/or services
"Premises"	This means our place(s) of business is located at Parque Industrial de Taveiro Lt 19, 3045-508 Taveiro, Coimbra, Portugal

2. Catalogs, Proposals, Goods, Pricing and Availability

2.1 The technical product information contained in ImSim's catalogues and proposals, such as models, dimensions, characteristics, specifications, etc., is only illustrative and may be modified without prior notice.

2.2 Variations in the availability or prices of the catalogue may occur without prior notice.

2.3 Price variations may occur due to market conditions or at the Customer's request.

- If the variation results from market fluctuations, ImSim reserves the right to revise the confirmed price. The Customer will be informed only if the increase exceeds 10%, and may in that case request a price review, provided production or procurement has not yet started.
- If the variation results from any change or request made by the Customer, the corresponding cost adjustment shall be applied in full, regardless of its value, and must be accepted by the Customer in order for the order to proceed
- No modifications will be implemented without written acceptance of the revised price by the Customer

2.4 ImSim reserve the right to discontinue products that are currently available or products that are marked as in development at any time without prior notice to customers.

2.5 Likewise, the Client shall bear the cost of inspection or certification, such as official certificates, certification bodies, etc., requested by the Customer.

2.6 All prices do not include VAT. The VAT amount will be added during the invoice process for countries that are part of the EU (European Union) only, if the customer is particular.

2.7 The delivery time will be confirmed after receiving the order confirmation from the customer and could be different from the time that is mentioned on the proposal depending on the workload of the ImSim team at that moment.

2.8 ImSim reserves the right to deliver the order partially with the agreement of the customer. This partial delivery maintains the obligation of the customer to receive the rest of the order.

2.9 Due to the nature of PC components and other electronic part's rapid development we regularly change the specification of these types of components, as such between the time of placing your order and receiving your shipment it is possible for a component update to have occurred and those new components to be displayed. Your computer may have already been built with the previous components listed in this scenario.

3. Order Confirmation, Invoicing and Payment

3.1 Order confirmation should be in writing by e-mail and will be only valid if it comes with the first-term payment described on the order. No other types of order confirmation will be accepted by ImSim.

3.2 Terms of payment are within the sole discretion of ImSim and unless otherwise agreed payment must be received before acceptance of an order.

3.3 Any order will require payment in advance in accordance with the terms of payment described in the proposal to enable ImSim to start fulfilment of that order.

3.4 Invoice amounts are due and payable within the time period stated on the invoice and measured from the date of the invoice. Where parts of an order are not currently available ImSim may invoice for those parts separately.

3.5 Unless a request is made to ImSim for alternative payment terms our standard payment terms are required for all orders.

3.6 ImSim is not responsible for pricing or other errors and we reserve the right to cancel any orders resulting from such errors.

3.7 ImSim reserve the right to cancel an order or transaction in whole or in part.

3.8 The customer agrees and represents that you are buying the products governed by this agreement for your own use and not for resale.

3.9 We accept the following methods of payment only, direct wire bank transfer to our bank account. Another type of payment may be accepted which will have to be assessed between the parties. We will not accept cash deposits into our bank or cash payments by hand.

4. Shipping & Delivery

4.1 Shipping and handling are additional unless otherwise indicated at the time of sale.

4.2 The estimated availability of the products and their delivery is 10 weeks after the order confirmation, unless another delivery date is mentioned in the order confirmation.

4.3 ImSim will not be liable for any losses, costs, damages or expenses incurred by the customer or any other person or company arising directly or indirectly out of the failure to meet any estimated delivery date.

4.4 The risk in the good shall pass from the company to the customer upon delivery of such goods to the customer.

4.5 ImSim could offer shipping methods by sea and air. This cost is additional at the time of sale. ImSim could propose shipping costs, but this is only an estimation based on the weight and the volume. This cost, if occurs, will be charged after the shipping and the real cost will be added 10% to face administrative costs.

4.6 If Goods are being ordered from outside ImSim's country of residence, import duties and taxes may be incurred once the Goods reach their destination. ImSim is not responsible for these charges and we undertake to make no calculations or estimates in this regard unless other condition terms are mentioned in the order confirmation.

4.7 If the customer is buying internationally, the customer is advised to contact his local customs authorities for further details on costs and procedures. As the purchaser of the Goods, the customer will also be the importer of record and as such should ensure that he is purchasing in full compliance with the laws of the country into which the Goods are being imported.

4.8 The customer has to be aware that Goods may be inspected on arrival at port for customs purposes and ImSim cannot guarantee that the packaging of your Goods will be free of signs of tampering.

4.9 ImSim will notify you by mail, or other way agreed when the goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for any eventual delay in the delivery of the goods purchased by the customer.

4.10 If ImSim receives no communication from you, within 5 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

4.11 If any Goods you have purchased have faults when they are delivered to you, you should contact ImSim within 5 days. ImSim is responsible for paying shipment costs if we are unable to send a replacement part. Goods must be returned in their original condition with all packaging and documentation.

4.12 When some goods go by courier, if for any reason the courier has been unable to deliver the items to you signed for by yourself, they will attempt delivery 2 more times. If they are still unable to deliver the goods the driver will leave a card with a reference telephone number for you to call to arrange delivery at a time that is convenient to you. If you are unable to take successful delivery within 14 days the item will be returned to us and the shipping cost will be charged to you. Once the item is returned to us you will need to pay an additional shipping fee to send the item to you.

4.13 Please note that it is imperative that the customer sign for the goods and any damage is noted on arrival, and inform ImSim by email, providing photos and describing the damages. the customer should write on the delivery slip damage that sees and any damage to the packaging e.g. corner of the box is dented/hole, otherwise should damage later be found ImSim may be unable to claim through the carrier insurance ImSim has taken out for your delivery. ImSim is not under any circumstances able to compensate the customer by ourselves; this can only be done through the carrier insurance with the customer’s cooperation. If the customer either does not check delivered goods are in working order and undamaged and sign for it or neglects to mark the item as damaged and/or packaging damaged this may affect the ability to claim on the insurance. The customer must also be diligent and ensure to check the goods are working after delivery in a maximum of 24 Hours or this may also invalidate any subsequent claim

5. On-Site Installation

5.1 For the On-site installation proposal ImSim can require some photos, videos and dimensions from the place where the truck can be stopped until the final location where the goods will be installed.

5.2 Standard price for on-site installation, normally includes Installation to ground floor location andwith the minimum measurements stipulated in the table below, unless different conditions are specified in the installation proposal.

On Site installation			
Product Name	Door Width	Corridor Width @ 90° Angle	Corridor Lenght @ door
	Min. [mm]	Min. [m]	Min. [m]
Terra Static (with Tacto)	650	1	2
Terra Motion 2 D-Box / Tacto	850	1	2
Terra Motion 4 D-Box / Tacto	850	1	2
Garra Motion 2 D-Box / Tacto	1000	1.4	2.3
Garra Motion 4 D-Box / Tacto	1000	1.4	2.3
Alma with buttckickers	850	1.2	2.2

If the following applies to:

- i) The goods need to be installed on a second or higher floor or in a basement and/or:

then we would be required to send a four-man team instead of two to safely transport the simulator down/up the stair. If this condition applies then there will be an additional fee of 2000.00 € payable in advance to facilitate the additional staffing and associated costs required.

Alternatively, on the day of installation you may provide 2 additional able-bodied men to assist our two-man team in transporting the simulator down/upstairs, no additional fee will apply in this scenario.

ii) The simulator cannot fit through a doorway or passage/stairway:

we may need to partially or fully dismantle the simulator to fit through the doorway/s or passage/stairway and re-assemble it at the final location. If this condition applies then there will be an additional fee of 1000.00 € payable in advance to facilitate the additional time and associated costs required.

iii) If both conditions i & ii apply then a total additional fee of 3000.00 € will apply.

Fee costs exclude any VAT where applicable

You are required to notify ImSim at the point of purchase of any of these conditions to allow the ImSim team to successfully complete the on-site installation.

5.3 Whenever required, ImSim may, at his own discretion, remotely access the Purchaser`s PC to have the installation of the Simulator completed.

5.4 Once the installation of the Simulator is completed ImSim may also access the PC of the Purchaser whenever required to perform any upgrade to the software of the Simulator, to assist in the diagnosis of any malfunction of the Simulator or to monitor its performance.

6. Training Service

6.1 Training will take place on the same day of installation, if installation takes more than 1 day then the training will take place on the last day. If the installation takes more than one day, other dates could be agreed between the ImSim team and customer`s team as long as the ImSim team has the minimum conditions to do the training.

6.2 Once installation is completed, the Customer or up to three (3) members of their staff should be available to receive training on the same day.

If no one is available for training at that time, the Customer may choose one of the following options:

- a) Request a remote training session (via video call or screen-sharing), scheduled within 5 business days, free of charge;
- b) Request a new on-site training session. In this case, a new On-site Install & Training package must be purchased to cover additional travel and staffing costs.

6.3 If the Customer prefers in-person training on a different day (e.g., the following day), they must notify ImSim before installation begins.

ImSim will assess the feasibility of extending its stay based on travel and accommodation availability.

If feasible, an additional fee of €1,000 will apply. If not feasible, remote training will be provided as per clause 6.2.

6.4 For the purpose of providing the training service, the provision of clause 5.3 of these Terms and Conditions also applies.

7. Return Policy

7.1 If the customer receives Goods which do not match those that were ordered the customer should contact the ImSim team within 5 days to arrange for their collection and return.

7.2 ImSim is not responsible for paying shipment costs where the items ordered were incorrectly selected by the customer.

7.3 ImSim will pay the shipping costs if the items delivered are incorrect from the items ordered. The customer will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used by him when purchasing the Goods. Refunds and replacements will be issued upon our receipt of the returned Goods.

7.4 If any Goods that the customer has purchased have faults when they are delivered, the customer should contact ImSim within 5 days. ImSim is responsible for paying shipment costs if ImSim is unable to send a replacement part. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid by the customer, will be refunded to the customer through the payment method used by you when purchasing the Goods.

7.5 ImSim will not be responsible for damage or faults caused to goods caused by improper installation and setup of the goods.

7.6 If any ImSim Manufactured Goods develop faults as a result of manufacturing or material defect within their warranty period, the customer is entitled to a repair or replacement under the terms of that warranty. Warranty and service for any products not manufactured by ImSim are provided by the original manufacturer.

7.7 If Goods are damaged in transit and the damage is apparent on delivery, the customer should sign the delivery note to the effect that the goods have been damaged. In any event, the customer should report such damage to ImSim within 5 days and arrange collection and return. ImSim is responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid by the customer, will be refunded to the customer through the payment method used by when the customer purchased the Goods. ImSim will look to obtain proof that the delivery note was marked as delivered damaged. Once ImSim is satisfied that the goods were damaged in transit only then will the goods be repaired or replaced.

7.8 If a Purchaser wishes to return any Goods to ImSim for any of the above valid reasons, the same Purchaser shall contact ImSim or use the contact on the web page on the official website - www.imsimracing.com - so that the appropriate arrangements can be made.

7.9 ImSim shall not accept the return of any tailor-made Simulator ordered by the Purchaser.

7.10 ImSim reserves the right to exercise discretion concerning any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

a) Abnormal environmental factors including mains power transients or dropouts, electromagnetic interference, extremes of humidity, vibration, electrostatic damage, temperature, pressure, chemical corrosion or water damage. Investigation and repair of goods under such circumstances will be payable to ImSim by the customer.

b) Any discounts that may have formed part of the purchase price of the goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion is to be exercised only within the confines of the law.

8. Parking

In case of the sale of one or more simulators where ImSim is responsible for transport, the client must inform a date when conditions are met to receive the goods and all invoices must be paid before shipment. If the delivery date changes for reasons not attributable to ImSim and the simulator or simulators must remain at ImSim's premises, a daily fee of €100 per simulator will be charged.

In case of sale where the transport is the responsibility of the client, ImSim shall inform of the date when the simulator or simulators are ready for transport. The customer shall pick up the purchased goods ready for dispatch within a week of the date communicated by ImSim. A non-compliance with the pick-up date(s) will incur a daily parking fee of €100 per simulator.

The goods will only be available for collection after receiving all their payments.

9. Warranties Terms – ImSim

ImSim provides a warranty for all simulators and components, subject to the conditions outlined below. The warranty covers manufacturing defects and material faults but excludes damage caused by misuse, abuse, neglect, negligence, accident, improper testing or installation, improper maintenance or repair, improper storage or handling, abnormal physical stress or environmental conditions, or any use in a manner inconsistent with the Product's specifications or use or maintenance directions.

9.1 Warranty Coverage Summary

ImSim provides a 5-year warranty on all components it manufactures.

Components supplied by third-party manufacturers are covered solely under their respective warranty terms. It is available to both private and commercial customers.

9.2 Scope of Warranty

The warranty applies only to the original purchaser and is non-transferable. It covers only components manufactured by ImSim. Third-party components (e.g. Steering systems, PCs, VR headsets, Monitors, Haptic and Motion System, USB hub, etc.) are covered under their respective manufacturer's warranty terms.

9.3 Definition of Commercial Use

Commercial use refers to the use of the simulator for revenue-generating activities. It does not include transportable or event-based use, which are not covered by the standard warranty arrangement.

9.4 Warranty support process

Our technical support team will always seek to resolve any warranty issues remotely, with diagnosis and guided replacement whenever possible. This minimizes downtime and avoids logistical costs for both parties. Only when remote repair is not viable, or upon customer's request, will physical return to ImSim be required.

9.5 Warranty Shipping Responsibilities

The customer is responsible for all shipping, customs duties, VAT, and related costs for returning faulty items. ImSim covers the cost of outbound shipment for replacement parts if the claim is approved under warranty.

9.6 Warranty Exclusions

The warranty will be void in any of the following cases, including but not limited to:

- Misuse, abuse, neglect, or improper storage and handling;
- Improper installation, including placement on uneven or unstable surfaces (especially for motion-equipped simulators);
- Modifications made without written approval from ImSim;
- Use of incompatible components not supplied or approved by ImSim;
- Repairs or upgrades performed by unauthorised personnel;
- Damage caused by abnormal environmental conditions (e.g., temperature extremes, humidity, vibration, electrical surges, corrosion);
- Absence or tampering of the product's valid serial number;
- Failure to comply with ImSim's operation and maintenance guidelines.

10. Security System

All the products have a security system. Any modification in the product, even when authorized by ImSim, may cause changes in the safety system, even when the client complies with the safety guidelines laid down in the security guide. In any situation of modification in the product – authorized or non-authorized – ImSim will not assume any responsibility for any accident.

11. Support Services

Support Level 1

1. Availability by phone 5/7 (exclude Saturday / Sunday) from 8am to 6pm (Lisbon Time).
2. For Venue with more than 4 simulators ask quotation.
3. If not subscribed:
 - a. Support is by email (within 72 hours).
 - b. 20 hours of total annual support.

Support Level 2

4. Availability by phone 5/7 (exclude Saturday / Sunday) from 8am to 6pm (Lisbon Time).
5. Remote support via internet connection to the Simulator within 48 hours.
6. 20 hours of total annual support. Beyond this limit, please refer to the prices listed in point 5b.
7. For Venue with more than 4 simulators ask quotation.
8. If not subscribed:
 - a. Support is by email (within 72 hours).
 - b. Remote support (within 48 hours) will be charged at 75€/h (minimum 75€ per remote support).

Support Level 3

1. Availability by phone 5/7 (exclude Saturday / Sunday) from 8am to 6pm (Lisbon Time);
2. Remote support via internet connection to the Simulator within 48 hours.
3. Onsite maintenance and support for venues up to 4 simulators.
4. Includes free parts and labor of any failed hardware components (within warranty).
5. Includes labor on new/replacement parts.
6. Includes installation of new games (excludes price of the games).
7. Remote support if issue can be fixed without visiting your facility:
 - a. 1 on-site visit permitted per Trimester.
 - b. Excludes Travel and Expenses.
 - c. For Venue with more than 4 simulators ask quotation.
8. If not subscribed:
 - a. Support is by email (within 72 hours).
 - b. Remote support (within 48 hours) will be charged at 75€/h (minimum 75€ per remote support).
 - c. Presential support will by quoted case by case.

12. Commercial use

12.1 Any simulator acquired for personal or private use cannot be transformed and/or in any way used for commercial exploration, unless a written authorization by ImSim is done.

12.2 ImSim permit commercial use of our Commercial Line of products only. If you would like to use a different configuration than is available in our Commercial line of products or modify the ImSim commercial line products in some way then this must first be agreed with ImSim and we reserve the right to refuse such a request.

12.3 Unless agreed otherwise the ImSim product must be retained in its original form when used in any kind of commercial activity and all ImSim branding must be kept and not modified or removed in any way. Additional customer branding or removal of ImSim branding must first be agreed with ImSim and such a request may be refused.

12.4 In certain circumstances ImSim may also specify certain specifications for an order, for example, the requirement for ImSim to provide Factory Assembly of the product as part of the order, where ImSim may deem it necessary to ensure a correct and safe assembly of the product for certain commercial activity. When deemed required by ImSim, and based on the specific characteristics of the commercial activity in which the Simulator will be incorporated, it shall intervene, or at least it shall be consulted, in the installation of the said Simulator, at the expense of the counterparty.

12.5 The purchaser must not use the Simulator for commercial purposes outside the area of exclusivity granted by ImSim in case such an area happens to have been established.

13. Intellectual Property

13.1 The Purchaser acknowledges and agrees:

- a) that ImSim's materials are vested, and shall remain vested in ImSim or ImSim's Affiliates and the Purchaser has no right to use ImSim's Intellectual Property without ImSim's prior written consent which may be withheld by ImSim in its absolute discretion;
- b) The Purchaser agrees that it shall not acquire any rights in those proprietary products, materials and methodologies whether under this Terms and Conditions or otherwise and nothing in this Terms and Conditions is intended to, or does, convey any Intellectual Property rights to the Purchaser;
- c) that it may only use the Intellectual Property rights and ImSim's Intellectual Property to perform its obligations under this Terms and Conditions, and shall not disclose any Intellectual Property rights or Intellectual Property to any third party without the express prior written consent of ImSim.

13.2 The Purchaser and ImSim acknowledge and agree that:

(a) each Party shall continue to retain all Intellectual Property rights in the IP Materials developed or owned by it or licensed to it before the date of this Terms and Conditions and

(b) ImSim is and shall be deemed the author and/or exclusive owner of all the Design Specifications of the Simulator.

13.3 The Purchaser shall not reproduce or publish any document or matter relating to the Simulator, either alone or in association with any other body or person, without the prior written consent of ImSim.

13.4 The Purchaser shall indemnify on demand ImSim against any and all losses, damages, expenses (including professional advisors and legal costs and disbursements on an attorney and client basis) and other liabilities incurred in connection with any claim or infringement of ImSim's Intellectual Property Rights

13.5 This Clause 13 shall remain in full force and effect notwithstanding any termination or expiry of this Terms and Conditions.

14. Third-Party Intellectual Property

14.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

14.2 Subject to Clause 13 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated by ImSim or unless given express written permission to do so by the relevant manufacturer or supplier.

15. Fair Use of Intellectual Property

Material from the Website or any social network may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

16. Disclaimers

16.1 ImSim makes no warranty or representation that the Website, Social Networks or other information provided will meet the customer requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

16.2 No part of the Website, Social Networks or other information provided is intended to constitute advice and the Content of this Website, Social Networks or other information provided should not be relied upon when making any decisions or taking any action of any kind.

16.3 No part of the Website, Social Networks or other information provided is intended to constitute a contractual offer capable of acceptance.

16.4 Whilst ImSim uses reasonable endeavours to ensure that all the information provided is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their security, that of their personal details and their computers.

17. Changes to the Service and these Terms and Conditions

ImSim reserves the right to change the Website, Social Networks, its Contents or these Terms and Conditions at any time. If ImSim is required to make any changes to the Terms and Conditions relating to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

18. Availability of the Website and Social Networks

18.1 The Service is provided "as is" and on an "as available" basis. ImSim gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

18.2 ImSim accepts no liability for any disruption or non-availability of the information provided including the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

18.3 ImSim will make all the efforts to maintain his Social Networks updated as possible but takes no responsibility for anything that could be written and/or shared by other users.

19. Limitation of Liability

19.1 To the maximum extent permitted by law, ImSim accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the information provided by ImSim, our social networks or Website or any information provided contained therein or arising from the use of any ImSim manufactured product. Users should be aware that they use social networks and the Website and its Content at their own risk.

19.2 The Purchaser will hold ImSim (including without limitation its personnel, contractors, consultants, representatives and agents) harmless from any claims, losses, expenses, costs, actions, demands or damage arising from or related to injury or death of any person including guests using the Simulator or reasonably foreseeable damage or loss to any property resulting from the Purchaser's failure to provide the Simulator in accordance with the

terms and conditions of this Terms and Conditions, the Standard of Care or from negligence or omissions of the Purchaser or its personnel

19.3 Nothing in these Terms and Conditions excludes or restricts ImSim's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

19.4 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977 if any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

19.5 ImSim holds no responsibility whatsoever regarding the licenses used for software, games, automotive brands, simulator decorations, track usage, and mods. These aspects are solely the responsibility of the customer.

20. No Waiver

If any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

21. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

22. Third-Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between the customer and ImSim.

23. Communications

23.1 All notices/communications shall be given to us either by post to our Premises (see address above) or by email contact available via the contact page of our website or in the Social Networks. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and the next business day if the email is sent on a weekend or public holiday.

23.2 ImSim may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the unsubscribe link in any email that you receive from us.

24. Law and Jurisdiction

These Terms and Conditions and the relationship between the customer and ImSim shall be governed by and construed in accordance with the Law of Portugal and both parties agree to submit the said relationship to the exclusive jurisdiction of the Courts of Portugal.

Returns should be sent to:

ImSim

Solien Lda

Parque Industrial de Taveiro

Lt 19

3045-508 Taveiro

Coimbra

Portugal