

Terms of Use for the services of FX City

In force as of 20.01.2022

The following Terms of Use correspond to the services of online money transfers offered under the trade name FX City, carried out by a Polish company Fintecom Sp. z o.o. based in Koszalin – an Authorised Payment Institution. The following Terms of Use state the lawful framework of contract between the Client and Fintecom (Framework Agreement). The Framework Agreement is concluded in Polish or English. We recommend printing or downloading the Terms of Use and keeping a copy for reference. The latest updated version of Terms of Use will always be available on our website <https://fxcity.com/company/terms>

The Client has the right to request access to the provisions of the Framework Agreement at any time, in the form of an attachment sent to the email address provided by the Client.

Definitions

The meaning of terminology used in the Terms of Use:

Fintecom Sp. z o.o. – limited company Fintecom Sp. z o.o. complying with company laws in Poland. The headquarters are based at ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin, Poland. The company has a status of a National Payment Institution. Registered at the Regional Court in Koszalin, IX Department of Court Register (KRS) – no. 0000362067; REGON 320877907; NIP 6692501424, authorised by the Polish Financial Supervision Authority (IP4/2013). The nominal capital of the company is 600 000 PLN, paid in full.

FX City – brand name used by Fintecom Sp. z o.o.

ClearBank – means a settlement bank based in Great Britain, registered at: 133 Houndsditch, Londyn, EC3A 7BX, which, under the concluded cooperation agreement, provides Fintecom with a British bank account for money transfers. ClearBank is authorized by the Prudential Regulation Authority and is an entity regulated by the Financial Conduct Authority and the Prudential Regulation Authority (financial services register number: 754568).

GBG – means the company GB Group plc established in accordance with the laws of England and Wales, with the registration address: The Foundation Herons Way, Chester Business Park, Chester, CH4 9GB, England. The company is registered with Companies House under the number: 02415211.

FCA – British Financial Conduct Authority located at 12 Endeavour Square, London, E20 1JN. For more information on the FCA, go to www.fca.org.uk

KNF – Komisja Nadzoru Finansowego, meaning the Polish Financial Supervision Authority. Address: Plac Powstańców Warszawy 1, 00-030 Warszawa; www.knf.gov.pl

Polish Financial Ombudsman Service – Financial Ombudsman Service, Al. Jerozolimskie 87, 02-001 Warszawa; www.rf.gov.pl

GIIF – General Inspector of Financial Information; a state administration body responsible for preventing money laundering and terrorism in the Polish financial system. Address: Departament Informacji Finansowej, Ministerstwo Finansów, ul. Świętokrzyska 12, 00-916 Warszawa, Poland.

Service – service of money transfers between Poland and other European Union countries and Great Britain

Available Currencies – all currencies available through the FX City service, in which Clients can request payments.

FX City transaction system – FX City transaction system, operated through <https://fxcity.eu>, through which the money transfer service is offered.

Client – individual/single entity, or legal entity, which has registered with the service of FX City through an online registration form, with the aim of using the Service; the individual or company having received a Unique Client Number.

Client Portal – individual transaction and administrative portal created by the Client on FX City's servers, aiding the Client in completing transactions, checking transaction history and managing personal data. Portal is accessed using Safety Information.

Client Number – unique six-digit number given to each registered Client. The Client Number should be used in all Client communications with FX City.

Payment Instruction – a transfer/payment instruction or order given through the Client Portal, ordering a transfer to a bank account of the recipient of monies earlier deposited in the company bank account of Fintecom Sp. z o.o. The instruction/order includes details about the sender, the amount of money being sent, and the recipient whose account will be credited. The payment instruction always involves the exchange of currency.

Recipient – individual or company with a bank account in a currency available through the FX City transaction system.

Recipient's Account – bank account in a currency available through the FX City transaction system, operated by the Recipient's bank.

Transaction limits – daily and monthly limits of transactions made in the Client Panel.

International transaction – payment service based on FX City's acceptance of monetary funds (via internet banking) into a bank account selected by the Client, in a currency available through FX City transaction system. The transfer of said funds must be to a recipient based in a country different to that of the payer (transaction sender). An international transaction always involved the exchange of currency.

Transaction Number – unique number given to each transaction at the time of making a payment instruction.

Safety Information – e-mail address and password chosen by the Client during the registration process for the FX City transaction system.

Rate of currency exchange – Rate of currency exchange published on the website <https://fxcity.com/currency-exchange/rate-of-echange> available through the FX City transaction system. The rates are also visible in the Client Portal after logging into FX City's system.

Transaction currency rate – the currency rate at which the Client has approved the transaction.

Required documents – copies of documents confirming the identity of the Client and a document confirming the Client's address of residence, produced no later than 3 months from the date of sending the documents. In the case of Company Clients, this also means documents confirming the existence of the enterprise and invoices. In certain, justified circumstances, copies of documents confirming the source of the funds may also be requested.

Working Day – this includes Monday to Friday, from 08:00 – 18:00 Polish time, excluding any Bank Holidays and any additional days off work in Poland and any other countries from which the international payment is initiated.

Bank Account – refers to designated Client bank accounts, held directly by Fintecom Sp. z o.o., details of which will be supplied upon Client registration. The Client shall make payments into this account in the chosen currency, if he/she intends on using the service bound by these Terms and Conditions. The Client's money will be held by Fintecom Sp. z o.o. until the payment is made in accordance with the Payment Instruction made by the Client.

Privacy Policy – document describing applicable in Fintecom rules regarding collecting and processing your personal data as a part of services provided. These can be found on our website – <https://fxcity.com/company/privacy-policy>

§ 1 General Information

1. The following Terms of Use correspond to the services of online money transfers offered under the trade name FX
2. The service is provided by Fintecom Sp. z o.o. only in the currencies available through FX City.
3. Where these terms and conditions refer to Fintecom, the relevant terms and conditions refer to Fintecom Sp. z o.o., which is the owner of the FX City service.
4. Where these terms and conditions refer to FX City, the relevant terms and conditions refer to the transaction service of FX City.
5. FX City offers the services of transferring money through the FX City system – only to bank accounts belonging to the named beneficiary specified by the sender, in currencies offered by FX City.
6. FX City does not carry out transfers that allow cash to be picked up at specified locations.
7. FX City does not accept cash payments into any of its bank accounts nor does it make available any cash payments from any of its bank accounts. FX City has a strict no cash policy.

§ 2 Registration

1. The process of registration at FX City requires stating the following: complete personal details of the Client; details of the source of funds and the amount of money the Client is planning on sending. Such information is required to minimize the risk of money laundering and terrorism financing (AML/CFT).
2. Fintecom pays much attention to matters regarding AML/CFT, hence reserving the right to verify Client's details supplied during the registration process, alongside the documents provided by the Client as well as external databases in order to verify the basic Client data. By agreeing to these terms and conditions, the Client agrees to such verification taking place.
3. Fintecom cannot be held responsible for the accuracy of the personal details given by the Client during the registration with FX City as well as for any losses or damages the Client incurs due to inaccurate or incomplete details provided (this is the Client's responsibility).
4. The Client is obliged to immediately inform FX City as soon as they find out that any of the details given during the registration process are incorrect.

5. After completing the Registration process, the Client will receive a Unique Client Number.
6. As part of the registration process, the Client will have to accept the [Terms of Use](#) and [Privacy Policy](#).
7. Service users must be of 18 years of age. By registering with our service, the client declares that they are 18 years old or older. In unique circumstances, a registration is possible for persons of 16 years of age, with parental consent.
8. All of the information provided by the Client during the registration process or any information added at any later stage must be truthful and accurate.
9. During the registration process, the Client must indicate whether they are using our service for private or commercial reasons. If the service is used for commercial reasons, additional documents which confirm the registration of an enterprise will be required.
10. The Client's responsibility is to ensure that all registration data is accurate and up to date. Fintecom cannot be held responsible for any damages or losses incurred by the Client due to the Client's negligence in this area. Fintecom reserve the right to ask the Client, at any given time, for proof of the authenticity of the information stated in the registration form, as well as the submission of documents and other proof.

§ 3 Possible Methods for International Payments

1. The only method of transferring funds offered under the FX City services is a bank transfer to one of Fintecom's bank accounts. Once logged into the FX City system, please follow the tab 'Bank Accounts', selecting the preferred bank account to view the bank account number. The transfer has to be done from the Client's own bank account to one of England's listed bank accounts.

§ 4 Transfer to a Bank Account

1. Only Clients who have completed the full registration process with FX City are given access to bank account numbers, to which funds can be transferred into, with the aim of transferring money to Poland or any other countries listed in our services. Bank account details are visible in the Client Portal after logging into the system.
2. Clients making a transfer from Poland to the country of their choice, can only transfer Polish Zlotys PLN to one of our Bank Accounts in Poland. We do not accept cash payments, only transfers made from the Client's bank account or payments made using a debit card.
3. Clients making a transfer to Poland from one of the countries served by FX City, shall transfer funds to one of our accounts in the country from which the funds are being sent from, using the correct currency available in the selected bank account. Details are available in the Client Panel.
4. After the correct Payment Instruction has been created on the FX City website, the Client receives an exchange rate offer. The Client then accepts or dismisses the offer to carry out the transaction at a fixed rate. Live rates are taken directly from the currency platform every single working day.
5. Before accepting the currency exchange offer, the Client is informed about fees related to the execution of the ordered payment (see: §10 'Fees and Commissions').
6. After the Client accepts the currency exchange offer, the Payment Instruction submitted through the FX City website is considered to have been submitted successfully. The Client is required to provide funds within a maximum of 24 business hours from the moment of

- accepting the currency exchange offer and submitting the Payment Instruction.
7. If the funds are not transferred by the Customer within max. 24 business hours, it results in the cancellation of the currency exchange order and the Payment Order.
 8. The Client transfers an amount in accordance with the Payment Instruction to one of FX City accounts. The payment is moved onto the final stage once the funds have been credited to Fintecom's account.
 9. Transfers to Fintecom's accounts may only come from bank accounts registered by Clients. We do not accept transactions from third parties who have not registered in FX City's transaction system.

§ 5 Transfer Notification (Payment Instruction)

1. Each Client has a responsibility to notify FX City about the transfer to one of Fintecom's bank accounts as well as a responsibility to make a Payment Instruction, which states the recipients' details, including the account where the international transfer is to be sent. The moment the Client submits the Transfer Notification on their User Panel is when the transfer is recognised by Fintecom. In the event of Fintecom receiving a Transfer Notification on a day which is not a business day, it is deemed that the order has been received on the first business day after that. The sender of the transfer has to give us specific details that are essential to make the international transfer – full name of the recipient, their address, exact amount that has been transferred into Fintecom's account as well as the recipient's bank account details. After the confirmation of the above details, we will check their accuracy and will only then go on to make the transfer.

§ 6 Money Transfer Limits

1. We do not accept cash payments into any of our bank accounts.
2. If the sender wants to transfer a one-off amount that exceeds the equivalent of 1000 EUR or if they send a few smaller transfers, the sum of which exceeds the equivalent of 1000 EUR, they must send us a copy of required verification documents before they make the transfer.
3. Fintecom is not responsible for any delays caused due to lack of required documents.
4. If the sender would like to transfer an amount that exceeds 10,000 EUR as a one-off payment or during a period of three months, then they are required to provide a copy of documents confirming the source of these funds. In justified cases, we reserve the right to ask for those documents even when smaller amounts are sent.
5. Payments can only be made via an online transfer from the registered Client's bank account.
6. The amount for a one-off transfer (sent to Fintecom using online banking) cannot be higher than 50 000 EUR for transfers to Poland or 250 000 PLN for transfers from Poland. However, in certain circumstances, we will accept larger transfers, only once all conditions have been discussed with one of our operators.

§ 7 Realisation Time

1. The international transfer is made straight away as soon as we record a payment to one of our accounts, followed by a correct Payment Instruction and registration of funds. The money will arrive in the recipients' account as soon as possible, and no later than the

- next working day. In practice, Fintecom carries out transfers within a few minutes up to a few working hours, every working day, depending on the recipient's bank.
2. If the Payment Instruction is made after 17:00 (Polish time) or if we receive it on a day that is not a working day in Poland, then the Payment Instruction is treated as if it had been submitted the next working day.
 3. After the Payment Instruction has been submitted, the Client should provide funds to complete the transaction within 24 hours at the latest. If funds are not received during this time, the Payment Instruction will be automatically cancelled. The time in which the Client provides the funds depends on the Client as well as the Client's bank, and this has an effect on the speed in which the transaction is carried out.

§ 8 Transfers Put on Hold

Fintecom has the right to put a transfer on hold in the following circumstances:

1. There is a justified suspicion to believe that money laundering or terrorism financing is taking place.
2. There is justified suspicion to believe that another crime is taking place.
3. The Client has not provided us with required documents.
4. The Client did not update their documents (as per our request).
5. The Client has submitted unreadable, unclear, incomplete or not up to date documents.
6. The Client has not sent a correct Payment Instruction.
7. If there is a discrepancy between the amount stated in the Payment Instruction and the amount actually transferred into one of Fintecom's accounts
8. There is reason to believe that the Client is acting with intent to harm third parties or that their actions may harm Fintecom's reputation.
9. If a request to suspend the transaction is received from GIIF.
10. If a request to suspend the transaction is received from the prosecutor.
11. If there is a justified suspicion that the client's transaction or funds are related to a fiscal offense or a crime other than money laundering or terrorist financing.

§ 9 Fees and Commissions

1. All international transfers ordered through the FX City system are charged with fees depending on the size of the transaction, the transaction currency as well as the country of the sender and recipient. The detailed amount of fees is visible in the Client's Panel (e.g. in the calculator) and at the time of submitting the Payment Instruction.
2. The Client is informed about the payment at the stage of creating a Payment Instruction, and before accepting the proposed exchange offer. The amount visible in the Payment Instruction, which must be paid in order to make the transfer, takes into account the above fees.
3. Fees are taken from the incoming payment amount. The payment amount minus the fee is then converted and sent to the recipient.

§ 10 Currency Exchange Rate

1. Clients are constantly updated on the current exchange rate. The rate is published on the home page of <https://fxcity.com/>, as well as on the Client Portal, after logging in. The Client should check the rate before they make a transfer and fill out a Payment

Notification.

2. The currency exchange rate has four decimal places. The published current rate is known as the live rate.
3. We are able to offer the best exchange rate during working hours of most European banking currency platforms, i.e. between 8:00 am and 6:00 pm Polish time.
4. The funds paid in by the Client are calculated using the exchange rate which was in force at the time the Payment Instruction was created, and when the Client accepted the exchange rate offer.
5. By sending funds, the Client confirms that they wish to proceed with the transaction using the currency rate reserved at the time of placing the Payment Instruction.
6. Once the money is received in our bank account, the currency rate is reserved for the Client, and will not change even if the transfer is put on hold due to incomplete information or lack of required documents, or even if the transfer was carried out on a non-working day and will be completed the next possible working day.

§ 11 Using Our Services

1. A Client who has made a transfer to one of Fintecom's bank accounts and has filled out a Payment Instruction form gives Fintecom permission to transfer the money from one of the countries listed to Poland or from Poland to one of the countries listed (international payment).
2. International transfers are made by converting the funds from the currency of the sender, to the currency used in the recipient's country, using the exchange rate reserved when placing the Payment Instruction.
3. The Client cannot change or cancel the Payment Instruction submitted to FX City once the funds have been received, as once the Payment Instruction is placed and rate offer is accepted, the process of sending the money to the recipient has begun, and therefore Fintecom cannot return the funds to the sender's account. In certain circumstances, Fintecom may attempt to cancel the Transaction as per the Client's request, only if the funds have not yet been sent to the recipient's account.
4. Incoming and outgoing payments are always recorded in FX City's transaction system used specifically for our services.
5. Each transaction has a unique transaction number, which is stated in the transaction history, found in the Client Panel.
6. Once the Client completes a Payment Instruction, he will receive an e-mail receipt confirmation. The status of the transaction can also be viewed under 'Transaction History' in the Client Portal.
7. After the transfer has been made, the Client will be informed via e-mail and the status of the transaction under 'Transaction History' in the Client Portal will change to completed.
8. Customers who have provided their own GG (Gadu-Gadu) messenger number in their User Panel, additionally receive information about the transfer in the form of a short text message.
9. All information regarding the Client's transactions, including: transaction numbers, recipients' data, amounts and currencies of transactions, fees, rates, currency dates – are available at all times in the 'Payment History' section of the User Panel.
10. The Client confirms that they do not transfer or have not received any funds from criminal or unlawful activity.

§ 12 Return of Funds

1. In circumstances where the Client requests a return of funds sent to one of our accounts, or in cases where we are forced to return the funds because the Client has given incorrect details of the recipient (e.g. wrong bank account number), Fintecom will return the funds, as per the Client's request, to the sender's bank account, only if the funds have not yet been transferred to the recipient's account.

All returns will be liable for additional return fees:

- 3,00 GBP for returns to UK accounts in GBP
 - 3,00 EUR for returns to Euro accounts in EUR
 - 15,00 PLN for returns to Polish accounts in PLN
 - 30,00 NOK for returns to Norwegian accounts in NOK
 - 75,00 CZK for returns to Czech accounts in CZK
2. In circumstances where a return has to be made through no fault of the Client, Fintecom may waive the return fees taken from the return funds.

§ 13 Limited Liability

1. Fintecom cannot be held responsible for any losses a Client may incur due to a transfer being made as per the Payment Instruction through the FX City transaction system.
2. Fintecom is only responsible for the protection of the funds entrusted to it and the correct execution of the Payment Order, in accordance with the instructions received from the Client.
3. Fintecom cannot be held responsible for any harm or losses incurred due to any delays caused by a third party, i.e. Polish or other international banks, power cuts or lack of Internet connection which make it impossible for Fintecom to carry out the service in the time period previously specified.
4. Fintecom cannot be held responsible for any misunderstandings or conflicts that may arise between the sender and recipient of the international transfer.
5. Fintecom is not obliged to carry out the service under special circumstances which Fintecom has no control over, and which make it impossible to provide the service.
6. The Client accepts full responsibility for any actions that occur due to the Client's negligence of required safety measures with regards to giving access to own Client Panel on FX City's website, own bank account, or safety information to unauthorised parties.
7. Fintecom accepts no responsibility to the Client for any losses that may be incurred, or any gains or potential benefits missed out on.
8. These Terms and Conditions, and general Terms of Use, do not make Fintecom responsible to any entity or party other than the Client, and cannot be used for legal action against Fintecom by any party other than the Client him/herself.
9. It is forbidden to make transfers from a bank account that is not the Client's own bank account. Any attempt to do so would be taken very seriously and any attempt to use a payment instrument that is not owned by the Client will be treated as fraud.
10. Using of Fintecom's bank accounts for any unlawful activities such as fraud or money laundering is strictly forbidden. Fintecom will inform appropriate government bodies of any suspicious activity. The service users must not abuse or avoid user restrictions set out by Fintecom for the services provided.
11. It is the Client's responsibility (and not Fintecom's) to ensure that they are sending or receiving funds from individuals or companies, or are selling or buying goods, in

accordance with the law. If the Client doubts in any way the legitimacy of goods received or bought, they should not, under any circumstances, make a payment.

§ 14 Client Contact

1. In order to use the service and effectively communicate with Fintecom, the Client must have the following: access to a computer, or other device with access to Internet, an email address and telephone number. All contact and transaction notifications can be directed to Fintecom via the above-mentioned means of communication.
2. FX City customer support team may contact the Client via e-mail or any other means with regards to providing a service. The most common means of contacting the Client is by sending the Client a direct message in their Client Portal, alongside an e-mail notification. The Client has a responsibility to regularly check that their email account and other ways of communication stated in the registration form are functioning well, and to immediately read any information sent via the Portal. We cannot be held responsible for any losses incurred due to the Client's negligence in this matter.
3. We ask that the Client number is stated every time a Client tries to contact FX City. During a telephone call, in order to verify the caller, we may ask the Client to answer additional questions or to provide us with their telephone access password, which would have been set up during the registration process.
4. Fintecom holds the right to send text messages or emails with any information regarding any changes to the transaction system, changes in the Terms and Conditions or Privacy Policy, technical breaks or any other important matters regarding the service provided. Such information will not constitute marketing materials.
5. FX City Clients may receive a newsletter electronically, which will inform the Client of any new functions, events, promotions, special offers or competitions. The newsletter will only be sent to those Clients, who have explicitly given their permission to receive marketing news from Fintecom. The Client can choose to stop receiving these types of communications at any time, simply by requesting this change in their Client Portal. Any newsletters sent out via e-mail will also give the Client the ability to opt out from receiving any future newsletters.
6. The Client may contact FX City at any time by sending a message to our Customer Services department. Current contact details are published at website <https://fxcity.com/contact>. A preferred method of contact is by sending the operator a direct message via the Client Portal, once logged in.

§ 15 Complaints Procedure

1. All complaints should be sent to Fintecom Sp. z o.o. in accordance with the Complaints Procedure, found under <https://fxcity.com/company/complaints>. A complaint can be sent directly to Fintecom Sp. Z o.o. address or by logging into the Client Portal at FX City.
2. If Fintecom accepts their commitment to the Client, this will, in all circumstances, be limited to the amount specified in the Payment Instruction in the FX City system and corresponding with the actual receipt into Fintecom's account.
3. The right to request compensation for a service provided incorrectly is given to the Client only if they immediately inform FX City of their wrongdoing, no later than 13 months after the service had been provided.

§ 16 Client's Personal Data

1. Processing of personal data through Fintecom will be done in line with the Privacy Policy, which is enclosed on our website <https://fxcity.com/company/privacy-policy> and in the Client Portal. By accepting the Terms of Use, the Client also accepts the terms of our Privacy Policy.
2. Fintecom collects, processes and stores Client's personal data (in order to carry out its services) in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, relating to the protection of physical persons and personal data processing, as well as the fluid movement of such data, and the repeal of the directive 95/46/WE (general directive on protection of data).

§ 17 Discontinuation of Service Provision

1. The Client has the right to terminate the Framework Agreement at any time, in turn, deactivate their Client Portal and discontinue to use the services provided by FX City.
2. The Deactivation of the Client Portal does not mean that any data held about the Client by Fintecom is deleted. In accordance with appropriate laws, the data, along with transaction history, shall be stored for a period of 5 years from the date of termination of the business relationship with the customer.
3. Fintecom has the right to terminate framework agreement with Client maintaining 2 month notice.
4. Fintecom has the right to put on hold or close a Client Portal without prior notice in the following circumstances:
 - Any of the above Terms of Use or any other terms with regards to the service provided have been breached by the Client,
 - Violation of the law or evidence to suspect violation of the law or any terms and regulations relating to the use of the service by the Client,
 - There is enough evidence to suspect that the Client is involved in some criminal or unlawful activity, money laundering or financing of terrorism,
 - The Client has not submitted required documents or refuses to update documents already held.
 - The Client has continuously reserved a live currency rate using the FX City transaction platform, without providing the appropriate funds required with the 24-hour period.

§ 18 Final Remarks

1. In case where the service cannot be provided by Fintecom, the Client is not eligible for compensation under the Financial Services Compensation Scheme (FSCS) or the Polish Bank Guarantee Fund, because services provided by FX City are not bank services under the government guarantee. However, Client's funds are protected under the safeguarding of designated client accounts.
2. Money received from the Client for the execution of payment transactions, in the amount to be transferred to the recipient, is kept separate and at no time combined with other funds held by Fintecom.
3. The customer accepts the Terms and Conditions when he or she submits a Payment Instruction using the FX City service.
4. Fintecom has the right to change the Terms and Conditions at any time, taking into account the 2-month period to announce any changes to the Clients.

5. Fintecom will inform all users about any proposed changes to the Terms and Conditions via e-mail, sent to the e-mail address given during Client's registration.
6. The proposed change comes into force 2 months after the initial proposal is sent out to users, as long as we do not receive a notification from the Client opposing the change prior to the day that the change is due to come into force.
7. The Client has the right to terminate the Framework Contract prior to the day that the proposed amendments to the regulations come into force, effective from the date of notification of the given changes, but no later than in the period in which the changes would be applied. The termination of the Framework Agreement is free of charge.
8. If the Client has objected to the proposed changes but has not terminated the Framework Agreement, the contract will expire the day before the change goes into force.
9. If the Client does not object to the proposed change before it goes into force, it will be assumed that they have consented to them.
10. The expiration or termination of the Framework Agreement is synonymous with the termination of the service and deactivation of the User's Panel.
11. No other person apart from the Client him/herself will have any rights resulting from the Terms of Use.
12. The Client Portal at FX City is the Client's personal account and the Client does not have the right to transfer any rights resulting from the Terms of Use to other third parties.
13. Complaints which are not resolved using the normal complaints procedure, shall be settled by mutual agreement, and as a last resort, if the matter still cannot be resolved, it will be referred to the relevant courts.