



Terms & Conditions of Service

("Agreement")

Version: 1.0

Effective Date: ;DD Month YYYY;

E.M.E International SARL

Registered Office: Fanar Main Road, Tawk Bldg., Mount Beirut, Lebanon

Belgian Branch (correspondence): Coupure Recht 88, 9000 Ghent, Belgium

Contents

1	Definitions	3
2	Acceptance of Terms	3
3	Scope of Services	3
3.1	Travel Services	3
3.2	Consultancy & Agency	3
3.3	Software & Digital Products	3
4	Client Obligations	4
5	Fees & Payment	4
5.1	Quotes & Deposits	4
5.2	Balance Due	4
5.3	Taxes	4
6	Cancellations & Refunds	4
7	Environmental, Social & Governance (ESG) Commitments	4
8	Data Protection & Privacy	5
9	Intellectual Property	5
10	Confidentiality	5
11	Warranties & Disclaimers	5
12	Limitation of Liability	5
13	Force Majeure	5
14	Term & Termination	5
15	Amendments	6
16	Governing Law & Jurisdiction	6
17	Dispute Resolution	6
18	Entire Agreement	6

I. Definitions

For the purpose of this Agreement:

“Company”	Refers to E.M.E International SARL, including its Belgian branch or any future subsidiaries.
“Client”	Any natural or legal person that purchases, books, or otherwise utilises Services provided by the Company.
“Services”	All products and services offered by the Company, including but not limited to travel-related arrangements, consultancy, import–export agency, legalisation assistance, software solutions, and ESG reporting support.
“Force Majeure”	Any unforeseeable event beyond reasonable control (e.g. war, pandemic, strike, government restriction, natural disaster) preventing performance of obligations.

II. Acceptance of Terms

- A. By signing a quotation, paying an invoice, or using the Services, the Client acknowledges that they have read, understood, and agree to be bound by this Agreement.
- B. Where the Client acts on behalf of a group or legal entity, the signatory confirms they have the authority to bind all Participants to these Terms.

III. Scope of Services

A. Travel Services

The Company organises curated tours, transport, accommodation, and ancillary experiences as described in the relevant itinerary.

B. Consultancy & Agency

The Company provides market-entry research, legalisation, VAT facilitation, and trading intermediation under separate Statements of Work (“SOW”).

C. Software & Digital Products

Any SaaS platform (e.g. Prometheus – Sypec, Echo) is provided “as-is” pursuant to a user licence set out in Schedule A.

IV. Client Obligations

1. **Accurate Information.** The Client shall supply complete and correct personal, corporate, and payment information.
2. **Legal Compliance.** The Client shall obtain all necessary visas, permits, and insurances, and comply with all destination regulations.
3. **Conduct.** Abusive, discriminatory, or illegal behaviour will result in immediate termination of Services with no refund.

V. Fees & Payment

A. Quotes & Deposits

All quotes are valid for <30> days. A non-refundable deposit of <X%> confirms the booking.

B. Balance Due

Full payment must be received no later than <14> calendar days before commencement of Services, unless otherwise stated in the invoice.

C. Taxes

Prices include Belgian VAT at the prevailing rate unless explicitly stated otherwise.

VI. Cancellations & Refunds

1. **Client Cancellation.** Written notice is required. Refunds are processed according to the scale in Schedule B.
2. **Company Cancellation.** The Company reserves the right to cancel for Force Majeure or insufficient participants. A full refund or suitable alternative will be offered.

VII. Environmental, Social & Governance (ESG) Commitments

The Company integrates ESG principles into its operations:

- **Environmental:** Prioritising low-carbon transport, waste-reduction programmes, and responsible sourcing.
- **Social:** Upholding diversity, inclusion, accessibility, and fair-wage policies as detailed in the Corporate Business Plan (§ Diversity & Inclusion).
- **Governance:** Ensuring transparency, anti-corruption, and GDPR compliance.

VIII. Data Protection & Privacy

E.M.E International SARL acts as Data Controller under EU GDPR. The Privacy Notice in Schedule C forms an integral part of this Agreement.

IX. Intellectual Property

All trademarks, trade names, logos (including the calligraphy logo reproduced herein), documentation, software code, and multimedia content are the exclusive property of the Company unless otherwise indicated.

X. Confidentiality

Both parties agree to keep confidential all proprietary or commercially sensitive information exchanged in the course of Services, except where disclosure is required by law.

XI. Warranties & Disclaimers

Services are provided using reasonable skill and care. No other warranty, express or implied, including merchantability or fitness for a particular purpose, is given.

XII. Limitation of Liability

1. The Company's total aggregate liability arising out of this Agreement shall not exceed the total amount paid by the Client for the specific Services giving rise to the claim.
2. The Company shall not be liable for indirect, consequential, or punitive damages, including loss of profit or reputation.

XIII. Force Majeure

Neither party shall be liable for delay or failure to perform caused by Force Majeure. Obligations will resume once the event concludes.

XIV. Term & Termination

This Agreement enters into force on the Effective Date and remains in effect until Services are delivered, unless terminated earlier under the following conditions:

- Material breach not remedied within <10> days after written notice.
- Insolvency of either party.
- Mutual written consent.

XV. Amendments

The Company may amend these Terms by providing <30> days' notice. Continued use of Services constitutes acceptance of the revised Terms.

XVI. Governing Law & Jurisdiction

This Agreement is governed by Belgian law. The courts of Ghent shall have exclusive jurisdiction, without prejudice to mandatory consumer protection rules.

XVII. Dispute Resolution

Parties shall attempt amicable settlement within <30> days of a dispute. Failing that, either party may initiate mediation under the CEPANI Rules before litigating.

XVIII. Entire Agreement

This document together with its Schedules constitutes the entire agreement and supersedes all prior communications.

Acknowledgement of Acceptance

Signature of Authorised Representative – Client

Printed Name

Date: _____

Schedule A – Software Licence Terms (Echo, Prometheus)

Insert software licence here

Schedule B – Cancellation Refund Table

Notice Period	Refund Percentage
More than 30 days	90%
15 – 29 days	50%
8 – 14 days	25%
7 days or fewer	0%

Schedule C – Privacy Notice

Insert GDPR-compliant privacy notice