



Confidential

CTM AI Buddy Service Terms and Conditions of Use

These CTM AI Buddy Service Terms and Conditions (the "General Terms"), together with the applicable policies and relevant special terms and conditions, govern the provision and use of the CTM AI Buddy service (the "Service") provided by Companhia de Telecomunicações de Macau, S.A. ("CTM") to the Customer.

1. Definitions and Interpretation

- 1.1 In the General Terms, unless the context or other provisions require otherwise, the following words and expressions shall have the following meanings:

"Agreement" means the agreement reached between CTM and the Customer regarding the provision of the Service, including the service application form, the General Terms, applicable policies (including but not limited to CTM's "Acceptable Use Policy" and "Personal Data Collection and Processing Statement"), and any special terms and conditions as amended and updated from time to time;

"Applicable Law" means any decree, regulation, statute, ordinance, or subsidiary legislation in force from time to time that a party to the Agreement must comply with; any binding court order, judgment, or decree; any mandatorily applicable industry code, policy, or standard; and any applicable directive, policy, rule, or order made or issued by a government or regulatory authority of competent jurisdiction that is binding on a party to the Agreement;

"Bill" means any invoice or bill issued by CTM for any fees payable by the Customer to CTM arising from the use of the Service;

"Charges" means the fees, charges, or rentals set out in the General Terms and the relevant service application form, charged to the Customer by CTM for providing the Service;

"CTM" means Companhia de Telecomunicações de Macau, S.A.;

"Customer" means the person (including individual and corporate customers) registered or using the Service as stated on the service application form;

"Service" means the CTM AI Buddy service, which enables the Customer to use one or more third-party artificial intelligence large models to process Customer instructions and generate output content through applications, web pages, or other interfaces provided or designated by CTM;

"Model" means the third-party artificial intelligence models and related tools provided by the Service Provider and accessible through the Service, including but not limited to text, code, image, video, and audio models;

"Service Provider" means the third-party supplier providing the models, computing power, and/or technical support for the Service, as well as their respective affiliates, subcontractors, and upstream service providers (including but not limited to the original developers of each model);

"Input Content" means any data, text, images, files, prompts, and other content submitted or provided to the Model by the Customer (or his authorized users) through the Service;

"Output Content" means any content generated by the Model based on the Input Content, including but not limited to text, code, images, video, and audio;

"Usage" means the calculation units consumed by using the Service, including but not limited to credits, tokens, number of image generations, and seconds of video generation. The actual consumption is subject to the calculations and records of CTM's and the Service Provider's systems;

"Usage Quota" means the maximum usage limit and/or consumable resources available to the Customer within his selected Service Plan;

"Service Plan" means the specific service package purchased by the Customer, including monthly plans, once-off packages, or plans bundled with other CTM services (including but not limited to mobile monthly plans), the details of which are set out in the service application form, CTM's official website, and relevant special terms and conditions;

"Force Majeure" means any event that CTM cannot control or avoid despite exercising reasonable due diligence, including but not limited to power failures, shortages, or interruptions occurring to CTM's suppliers or service providers or any other third parties, or failures, shortages, or interruptions of any equipment supplied or any services provided; riots or civil commotions, strikes, lock-outs, or trade or labor disputes or disturbances, plagues, epidemics, or quarantines; fires, floods, droughts, or any government actions, changes in any Applicable Law, war or imminent threat of war or terrorism, extreme weather conditions, and acts of God;

"Special Terms and Conditions" means the terms and conditions applicable to the specific Service Plan selected by the Customer, including any information or specific terms and conditions set out on the service application form and any other documents agreed to and signed by the Customer when purchasing the Service from CTM.

1.2 Unless the context otherwise requires, in the General Terms:

(a) Words importing individuals or entities include natural persons and legal persons or corporations, associations, governments, or government agencies (in each case whether or not having separate legal personality);

(b) The use of the singular includes the plural and vice versa, and gender-neutral or gender-

specific words include all genders.

- 1.3 The headings in the General Terms are for ease of reference only and shall not be cited or relied upon in interpreting any provision of the Agreement.
- 1.4 Any standard or pre-printed terms, receipts, or similar documents issued by the Customer for ordering the Service are of no effect and shall not affect the Agreement.

2. Service

- 2.1 The Service includes allowing the Customer to select third-party artificial intelligence large models through applications, web pages, or other interfaces provided or designated by CTM, enabling the Customer to engage in conversations, content generation (including but not limited to text, code, images, video, and audio), and other functions launched by CTM from time to time.
- 2.2 The Service is provided by CTM, but the models and related infrastructure used by the Service are provided and operated by Service Providers. The Customer acknowledges and agrees that CTM is not the developer or operator of the Models. Individual models, third-party services, and related functions may be restricted by region, the Customer's location, account location, Customer type, payment location, identity verification, export controls, sanctions laws, and the relevant Service Provider's policies. When using third-party models, the Customer must comply with this Agreement as well as the applicable terms and policies of the relevant Service Provider.
- 2.3 The available models and his combinations will be listed on CTM's official website and within the Service, and will be updated from time to time. CTM may, upon giving reasonable notice, add, replace, suspend, or adjust any model or combination thereof; if a model becomes unavailable or requires urgent adjustment due to changes in the Service Provider's policies, regulatory requirements, or other reasons beyond CTM's control, CTM may make such changes without prior notice, but shall notify the Customer as soon as reasonably practicable.
- 2.4 CTM will use all reasonable commercial efforts to keep the Service in good working order and continuously available. Notwithstanding the foregoing, the Customer acknowledges and agrees that CTM makes no warranties or guarantees regarding availability, quality, operation, and support services, nor does it guarantee that the Service will be entirely error-free or fault-free. Therefore, CTM shall not bear any liability for any loss or damage suffered by the Customer resulting from interruptions, delays, failures, or errors (including equipment or software malfunctions or breakdowns) in the provision of the Service.
- 2.5 Due to the inherent nature of artificial intelligence technology, the Customer acknowledges and agrees that:

- (a) The Output Content is not necessarily original, may contain inappropriate, inaccurate, or unintended elements, and may be identical or similar to the output content of third parties;
- (b) The Output Content does not constitute (and should not be deemed as) any professional, medical, legal, reliable, or accurate advice or information, nor should it be used as a basis for any professional, medical, legal, commercial, or financial decisions, and it is not suitable for any regulated uses, hazardous environments, or critical systems that could result in serious personal injury, death, or environmental, property, or other damage;
- (c) The Output Content may be inaccurate, outdated, incomplete, biased, or inapplicable to the Customer's specific purpose.

The Customer shall independently evaluate the accuracy, applicability, and compliance of the Output Content and assume full responsibility for any consequences arising from reliance on the Output Content.

- 2.6 The Service relies on third-party Service Providers and internet infrastructure. CTM assumes no liability for the failure to deliver or perform the Service due to the acts or omissions of any third party (including but not limited to Service Providers or third-party telecommunication operators), or any faults or errors occurring in their equipment, systems, or services.
- 2.7 To control or protect the operational status and quality of the system and/or the Service, CTM may:
 - (a) Suspend or deactivate the Service without notice to perform system maintenance, upgrades, testing, and/or repairs;
 - (b) Extend, reduce, and/or modify the Service or parts thereof.
- 2.8 The functions, interfaces, model combinations, and usage calculation methods of the Service may be adjusted from time to time in response to technological developments, changes in Service Providers, Applicable Laws, or regulatory requirements. Details are subject to the latest announcements on CTM's official website and within the Service.

3. Usage and Usage Quota

- 3.1 The Service is billed based on usage. The usage calculation methods (including but not limited to credits, tokens, per image, or per second), rates, and discounts (if any) vary for different models and functions. The actual calculation and consumption are subject to the system records of CTM and the Service Provider.
- 3.2 The Usage Quota and validity period of the Customer's selected Service Plan will be stated in

the service application form and on CTM's official website. The Usage Quota is only available for the Customer to use within the validity period:

- (a) The Usage Quota for a monthly plan is valid within the monthly billing cycle; any unused quota will not be carried forward to the next cycle, nor will it be redeemed for cash, refunded, or offset in any form;
- (b) The Usage Quota for a once-off package is valid for thirty (30) days from the date of purchase; any unused quota after expiration will automatically become invalid;
- (c) Any Usage Quota does not constitute an asset of the Customer and holds no cash value.

3.3 The Customer may check his usage through the usage inquiry function within the Service. All usage data is subject to the system records of CTM and the Service Provider; in the event of a discrepancy with the Customer's own records, the system records of CTM and the Service Provider shall prevail.

3.4 If the Customer simultaneously subscribes to a monthly plan Usage Quota and a once-off package Usage Quota, the system will first deduct the Usage Quota under the once-off package and will only deduct the Usage Quota under the monthly plan after the former has been fully used.

3.5 When the Usage Quota is exhausted, the relevant services will be suspended until:

- (a) The Customer purchases a new once-off package or upgrades the Service Plan; or
- (b) The start of the next billing cycle (if applicable).

CTM has no obligation to continue providing the Service after the Usage Quota is exhausted.

3.6 Different models and functions have different usage consumption rates. The usage generated by the Customer's use of any model or function will be deducted from his Service Plan's Usage Quota (or equivalent value); arrangements after the Usage Quota is exhausted shall be handled in accordance with Clause 3.5 of these Terms.

4. Charges, Billing, and Payment

4.1 As a condition for the provision of the Service, the Customer shall pay CTM the Charges stated in the relevant Agreement starting from the Service commencement date.

4.2 The Charges may include:

- (a) The monthly fee for a monthly plan;

- (b) The fee for a one-time once-off package;
 - (c) The fee for a bundled plan (if applicable).
- 4.3 Unless otherwise specified, the Service is billed from the effective date, and Charges will be billed on a monthly basis. Service fees incurred before the cut-off date of the monthly bill will be included in the current bill; if incurred after the cut-off date, they will automatically be included in the next monthly bill. The fee for a once-off package will be included in the next monthly bill.
- 4.4 Customer may use CTM's web services and mobile applications to view, manage, and pay bills online.
- 4.5 The Customer shall pay all Charges in full by the due date specified on the Bill, without any deduction, set-off, counterclaim, or lien.
- 4.6 In the event that the Customer reasonably disputes the billed amount from CTM, the Customer shall pay the full amount of the relevant Bill by the due date and provide written notice to CTM stating the nature of the dispute within ten (10) days of the Bill's due date. The Customer and CTM shall resolve the dispute in a good-faith and timely manner.
- 4.7 If the Customer fails to pay the Charges by the due date of the Bill, CTM may suspend or terminate the Service. CTM reserves the right to institute legal proceedings to recover any overdue amounts. During the period of Service suspension, Charges will continue to apply and accumulate. CTM will only resume providing the Service after the Customer has paid all outstanding Charges in full, in which case CTM may charge a service reconnection fee.
- 4.8 For any overdue and unpaid amounts owed by the Customer, CTM may charge interest on the Customer at the statutory interest rate from the due date until the actual date of payment.

5. Deposit

- 5.1 CTM has the right to require the Customer to submit a deposit (the amount of which shall be determined entirely at CTM's discretion), as security for the payment of Charges or any loss or damage suffered by CTM as a result of the Customer's breach of the Agreement.
- 5.2 CTM may use the deposit or part thereof in satisfaction of outstanding Charges or any damages to the Equipment, in which case Customer shall restore the deposit to the required amount.
- 5.3 If the Customer fails to pay the Charges, CTM may require the Customer to provide an additional deposit as a condition for continuing to provide the Service.
- 5.4 Upon termination of Service CTM shall refund the deposit in full to Customer without interest,

provided there are no outstanding Charges or any other amounts owing or any claim brought by CTM against Customer for breach of the Agreement.

6. Use of the Service

6.1 The Customer shall use the Service at his own risk and shall be responsible for any activities under his account and the use thereof.

6.2 The Customer may only use the Service for lawful purposes and shall not:

- (a) Whether under Applicable Law or other legislation, use the Service in any way that constitutes a criminal, illegal, unlawful, or fraudulent act, or has any criminal, illegal, unlawful, or fraudulent purpose or effect;
- (b) Use the Service in any manner prohibited by the "Acceptable Use Policy," or in violation of the "Acceptable Use Policy";
- (c) Without CTM's prior explicit written consent, resell, sublease, sublicense, or otherwise transfer the right to use the Service or any other rights under the Agreement (whether for consideration or not), or grant access or share the benefits of the Service in any other way to any third party (including but not limited to other service providers, application providers, or content providers);
- (d) Without the prior written consent of CTM and the relevant Service Provider, use the Service, Models, or Output Content to train, develop, or improve any artificial intelligence models, or to develop any product or service that competes with the products or services of CTM, the Service Providers, or their affiliates;
- (e) Reverse engineer, disassemble, decompile, crack, modify, or attempt to derive the source code, algorithms, or other unauthorized access to the Service, Models, applications, or related software;
- (f) Use the Service to generate, transmit, store, or publish any content that violates Applicable Law or infringes upon the rights and interests of third parties, including but not limited to: false or misleading information (including but not limited to deepfake content), defamation, rumor-mongering, privacy violations, harassment, obscenity, pornography, violence, hate speech, content that harms or attempts to harm minors, or content that infringes upon the copyrights, trademarks, patents, trade secrets, or other intellectual property rights of others;
- (g) Use the Service for any regulated purposes, or in any hazardous environments or critical systems that could result in serious personal injury, death, or environmental, property, or other damage;

澳門電訊股份有限公司 Companhia de Telecomunicações de Macau, S.A.

Rua de Lagos, Telecentro, R/C, Taipa, Macau Tel +853 28833833 Fax +853 88913031

澳門氹仔拉斯哥斯街電訊大樓 電話 +853 28833833 傳真 +853 88913031

- (h) Interfere with, disrupt, or attempt unauthorized access to the systems, networks, or data of CTM or the Service Providers, or place an unusual burden on the networks of CTM or the Service Providers in any way, or degrade or interfere with other customers' use of the Service;
 - (i) Evade, circumvent, or attempt to circumvent fees or usage limits associated with the Service in any way, or use automated tools, scripts, or other means to improperly consume the Usage Quota.
- 6.3 The Customer acknowledges that CTM and/or the Service Providers may implement automated security mechanisms to detect Input Content and Output Content that may violate Applicable Laws or this Agreement. If such content is detected, CTM and/or the Service Providers reserve the right to refuse to process, delete the relevant content, or suspend or terminate the provision of the Service without assuming any liability and without prior notice.
- 6.4 The Customer shall indemnify CTM against all actions, legal proceedings, damages, costs, claims, or losses that may result from the Customer's use or misuse of the Service, or any third party's use or misuse of the Service through the Customer's account (even if without the Customer's consent or knowledge of such use), including but not limited to any expenses, losses, or liabilities incurred by CTM as a result of claims or demands made against it by the Service Provider or any third party concerning such use.
- 6.5 If required by Applicable Laws or regulatory requirements, the Customer shall conspicuously label the Output Content when publishing or disseminating it (including but not limited to adding watermarks or appending a statement that the content is AI-generated) and shall bear sole responsibility for any liabilities arising from the failure to provide such labels.

7. Suspension or Termination of Service

- 7.1 Without prejudice to any other rights and available remedies CTM may have under the Agreement or at law, CTM has the right to suspend or terminate the provision of the Service without notice in the event of the following circumstances involving the Customer:
 - (a) Failure to pay any Charges or part thereof by the due date;
 - (b) Using the Service for unlawful purposes as described in Clause 6.2, or for purposes prohibited by it;
 - (c) The access or use of the Service may have an adverse effect on the functionality, availability, or operation of the Service, or pose a security risk to the Service, CTM, or third parties;
 - (d) Committing a serious breach of the Agreement;

- (e) Information provided on the service application form is found to be false or untrue.
- 7.2 If a Service Provider suspends, limits, or terminates the provision of all or part of the services to CTM (including but not limited to reasons resulting from Applicable Laws, regulatory requirements, security risks, or related activities of the Customer or end users), CTM has the right to suspend, limit, or terminate the Service accordingly without incurring any liability to the Customer.
- 7.3 In the event of suspension or termination of the Service under Clause 7.1(b), 7.1(c), or 7.1(d), CTM may, at its sole discretion, refuse to provide the Service again to the same Customer.
- 7.4 CTM shall not be liable to the Customer for any loss or damage resulting from the interruption of the Service due to suspension or termination under Clause 7.1 or 7.2.
- 7.5 The Customer may terminate the subscription to the Service at any time by providing written notice to CTM and paying all due Charges and fees. The termination of a monthly plan will take effect in the next billing cycle; unless otherwise mandatorily required by Applicable Law, paid Charges (including but not limited to the fees for monthly plans and once-off packages) will not be proportionally refunded or offset based on the unused period, unused credits, or unused quota. Notwithstanding the foregoing, where the Customer is an individual and has applied for the service through CTM telemarketing center, service hotline or online channel for non-commercial purposes, the Customer shall have the right to early terminate from the Agreement within seven (7) days from the date of execution of the Agreement. The Customer must exercise such right by giving written notice to CTM within the above-mentioned period, and the early termination shall take effect upon receipt of such notice by CTM. In such circumstances, the Customer shall be responsible for any reasonable costs incurred in connection with the refund or other related processing, and shall pay the Charges corresponding the actual usage of the Service consumed by the Customer.
- 7.6 If the Customer terminates other services bundled with the Service (including but not limited to mobile monthly plans), the relevant Service Plan will be terminated accordingly.

8. Account Security and Password

- 8.1 After the Customer applies for the Service, CTM will provide them with an account and password. The Customer is responsible for safeguarding his account information and is liable for all activities (including any authorized or unauthorized use) occurring under the account.
- 8.2 If the Customer discovers or suspects unauthorized use of the account, they must notify CTM immediately.
- 8.3 Unless explicitly agreed otherwise in individual contracts, CTM is not responsible for the



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security of the Customer's devices, networks, and/or systems, and assumes no liability for any unauthorized access (except where caused by CTM's gross negligence or willful misconduct).

9. Data, Privacy, and Content

- 9.1 CTM processes the Customer's personal data in accordance with its "Personal Data Collection and Processing Statement," Macau Law No. 8/2005 "Personal Data Protection Act," and other applicable personal data laws.
- 9.2 The Customer acknowledges and agrees that, for the purpose of providing the Service, the Customer's Input Content (including personal data that may be contained therein) may be processed, stored, and transmitted by CTM, Service Providers, and their respective affiliates. Because the Service Providers' infrastructure may be located outside Macau (including but not limited to Hong Kong, Singapore, the United States, Germany, and Mainland China), the Customer's Input Content may require cross-border transmission and overseas processing. The Customer hereby acknowledges and consents to the transmission of any personal data involved to regions outside of Macau.
- 9.3 The Customer represents and warrants that they have obtained all necessary consents and authorizations allowing CTM and the Service Providers to process, store, and transmit Input Content (including personal data and third-party data contained therein) outside of Macau for the purpose of providing the Service, and shall be responsible for any liability arising from a breach of this clause.
- 9.4 As between the Customer and CTM, the Customer retains the rights to the Input Content they legally own or control. Regarding Output Content, CTM does not transfer any pre-existing intellectual property rights of itself or third parties to the Customer; any rights the Customer has to the Output Content are limited to the extent permitted by Applicable Law, Service Provider terms, and third-party rights. Output Content may not be protected by intellectual property rights, and may be identical or similar to content obtained by other users. The Customer must independently ensure that his use, publication, or commercialization of the Output Content does not infringe upon third-party rights.
- 9.5 CTM will process Input Content and Output Content in accordance with applicable privacy statements, Service Provider terms, and Applicable Laws. Unless the Customer has been notified and has made a choice to the extent permitted by Applicable Law, CTM will not use the Customer's content for its own model training purposes. Regarding data processing by third-party Service Providers, the applicable terms, data processing agreements, and privacy policies of the relevant providers shall prevail.
- 9.6 After the suspension or termination of the Service, CTM will handle the Customer's data in accordance with relevant policies and Applicable Laws. The Customer should independently

back up the required Output Content and data before the Service is terminated. CTM and the Service Providers assume no liability or obligation for the deletion or failure to store any content maintained or transmitted through the Service (except where caused by CTM's gross negligence or willful misconduct).

- 9.7 Notwithstanding the above provisions, CTM may retain records related to accounts, usage, logins, content moderation, payments, system security, and Service usage. Unless the Customer can provide clear and reliable evidence to the contrary, such records may serve as prima facie evidence for billing, investigations, service suspension, and dispute resolution.

10. Limitation of Liability

- 10.1 Under no circumstances shall CTM be liable to the Customer for any indirect loss arising from or resulting from any Service failure or any other breach.
- 10.2 Notwithstanding any contrary provisions in the Agreement, CTM's aggregate cumulative liability undertaken in relation to the Service shall not exceed the total fees actually paid by the Customer to CTM for the Service in the twelve (12) months preceding the occurrence of the event giving rise to the claim, whether such claim includes, but is not limited to, negligent errors or omissions, breach of contract, tort, misrepresentation (excluding fraudulent misrepresentation), or breach of statutory duty.
- 10.3 The Customer understands and agrees that CTM assumes no liability for the failure to deliver or perform the Service due to the acts or omissions of any third party (including but not limited to Service Providers or third-party telecommunication operators), or any faults or errors occurring in his equipment, systems, or services.
- 10.4 CTM will use all reasonable efforts to provide prompt and continuous Service. However, notwithstanding the foregoing, CTM shall not be liable to the Customer for any loss or damage resulting from a full or partial delay or failure to perform its obligations under this Agreement due to Force Majeure.
- 10.5 CTM makes no express or implied warranties regarding the accuracy, completeness, reliability, unbiased nature, originality, consistency, or compliance of the Output Content, nor shall it be liable for any loss or damage incurred by the Customer or any other person as a result of relying on the Output Content. This clause does not affect the Customer's statutory rights that cannot be excluded under Applicable Law.

11. Force Majeure

- 11.1 CTM shall not be liable for any loss or damage resulting from a delay or failure to perform the

澳門電訊股份有限公司 Companhia de Telecomunicações de Macau, S.A.

Rua de Lagos, Telecentro, R/C, Taipa, Macau Tel +853 28833833 Fax +853 88913031

www.ctm.net

澳門氹仔拉斯哥斯街電訊大樓 電話 +853 28833833 傳真 +853 88913031

obligations stipulated in the Agreement due to Force Majeure.

- 11.2 When CTM is unable to perform or unable to fully perform its obligations under this Agreement due to Force Majeure, neither party shall bear liability for breach of contract to the other, but CTM shall notify the Customer as soon as possible and take all necessary measures to minimize losses.
- 11.3 If a Force Majeure event continues for more than thirty (30) days, either party has the right to terminate the Agreement by giving written notice to the other party (applicable to monthly plans); paid Charges shall be handled in accordance with Clause 7.5 of this Agreement.

12. Amendments

- 12.1 CTM reserves the right to amend the General Terms at any time, provided that it gives reasonable advance notice to the Customer via the email address provided by the Customer or publishes the changes on CTM's official website.
- 12.2 Changes to the list of models will be handled in accordance with Clause 2.3 of this Agreement.
- 12.3 If the Customer disagrees with the amended General Terms, they may terminate the relevant Service Plan before the changes take effect (but must still comply with the terms and conditions of the relevant Service Plan).

13. Governing Law and Jurisdiction

- 13.1 The Agreement is governed by the laws of the Macau Special Administrative Region of the People's Republic of China ("Macau"), and the Customer submits to the jurisdiction of the courts of the Macau.

14. Confidentiality

- 14.1 Any non-public technical, commercial, financial, customer, and operational information of one party obtained by the other party due to this Agreement shall be kept confidential, unless required by law, necessary for the performance of the Agreement, or with the written consent of the disclosing party. The confidentiality obligation shall survive for three (3) years after the termination of the Agreement; trade secrets shall remain in effect for as long as they retain his trade secret status.

15. General Provisions

- 15.1 All appendices to this Agreement form part of this Agreement and, together with this Agreement, constitute the entire agreement between the parties; however, in the event of any conflict or inconsistency between the contents of an appendix and the contents of this Agreement, unless the appendix explicitly specifies that a particular clause of this Agreement does not apply, this Agreement shall prevail.
- 15.2 If any provision of this Agreement is deemed or declared invalid, illegal, or unenforceable for any reason, the conflicting words shall be deemed to have been deleted, and the other provisions shall remain in full force and effect.
- 15.3 CTM's failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy; a single or partial exercise shall not preclude any future exercise thereof.
- 15.4 Without CTM's prior written consent, the Customer may not assign this Agreement or any rights or obligations hereunder.
- 15.5 The provisions of this Agreement which by their nature should survive the termination of the Agreement (including but not limited to Clauses 6, 9, 10, 13, and 14) shall not become invalid upon termination of the Agreement.
- 15.6 If there are Chinese, English, and Portuguese versions of this Agreement, the Chinese version shall prevail.

16. Execution

- 16.1 By signing the service application form, or by clicking "Agree," "Subscribe," "Confirm," or a button with the same effect of acceptance or ordering on CTM's application, website, or other designated electronic platforms, and completing the required confirmation process, the Customer indicates that they have accepted and agreed to be bound by this Agreement. If the Customer is a legal person, company, association, or other organization, the person performing the signing, confirmation, ordering, payment, or acceptance operation represents and warrants that they are duly authorized by the Customer to enter into this Agreement on behalf of the Customer.
- 16.2 The Customer's continued ordering, activation, or use of the Service after this Agreement or its amendments take effect indicates that the Customer accepts and agrees to be bound by the then-effective Agreement; however, this does not affect the mandatory rights granted to the Customer by Applicable Law.