

# 10. Dispute Resolution

## 10.1 Initial Resolution

- In the event of a dispute, you agree to first attempt to resolve the matter informally by contacting the Company at **joao[at]cosmocrafter.net**.
- The Company will make reasonable efforts to address and resolve your concerns within 30 days of receiving your communication.

## 10.2 Binding Arbitration

- If a dispute cannot be resolved informally, you agree to resolve any claim, dispute, or controversy arising out of or relating to these Terms or the use of the Services through binding arbitration.
- Arbitration will be conducted in accordance with the rules of a recognized arbitration body mutually agreed upon by the parties.

## 10.3 Class Action Waiver

- You agree that any disputes will be resolved on an individual basis and not as part of a class, collective, or representative action.
- By agreeing to these Terms, you waive any right to participate in a class action lawsuit or class-wide arbitration.

## 10.4 Governing Law

- These Terms and any disputes arising under them are governed by the laws of **The Netherlands**, without regard to its conflict of laws principles.

## 10.5 Exceptions to Arbitration

- The following claims may be resolved in court:
  - Claims related to intellectual property rights.
  - Claims eligible for resolution in small claims court.

## 10.6 Arbitration Fees and Costs

- The costs of arbitration will be shared equally by both parties, unless otherwise stipulated by the arbitration body or applicable law.

## 10.7 Venue for Arbitration

- Arbitration proceedings will be conducted in **The Netherlands**, unless both parties agree to an alternative location or method (e.g., virtual arbitration).

## 10.8 Final Decision

- The arbitrator's decision will be final and binding, and judgment may be entered in any court of competent jurisdiction.

---

Revision #2

Created 23 November 2024 11:32:53 by joaomoraes

Updated 23 November 2024 11:35:33 by joaomoraes