

# ACTIV-KODE — Public Offer and Terms of Service

Version: 1.1 · Effective date: 16 June 2026 · Revision: operator identification added, rebranded to ACTIV-KODE

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Issued by: the operator of the website available at [activkode.com](https://activkode.com), acting under the commercial brand “ACTIV-KODE” (the “Platform”, “ACTIV-KODE”, “we”, “us” or “our”). The Services may be provided through one or more affiliated entities, contractors, processors, infrastructure providers, or service providers. Public contact information is made available through the Site. No individual person involved in the administration, technical maintenance, ownership, management, support, marketing, development, or operation of the Platform acts in a personal capacity toward any User.

## Provider / Operator Identification

This document is issued by ACTIVKODE S.R.L., a company incorporated in Romania, operator of the website <https://activkode.com> and of the ACTIV-KODE platform, with the following identification data:

Company name	<b>ACTIVKODE S.R.L.</b>
Sole Registration Code (CUI)	<b>52664672</b>
Trade Register No.	<b>J2025077226007</b>
EUID	<b>ROONRC.J2025077226007</b>
Registry	<b>O.R.C. de pe lângă Tribunalul Ilfov</b>
Registered office	<b>Jud. Ilfov, Sat Chiajna, Comuna Chiajna, Intrarea Nicolae Iorga, Nr. 29E, Romania</b>
Main activity (CAEN)	<b>6190 — Other telecommunications activities</b>
VAT status	<b>Not registered for VAT (neplătitoare de TVA)</b>
Contact e-mail	<b><a href="mailto:contact@activkode.com">contact@activkode.com</a></b>

## Consumer dispute resolution (Romania / EU)

For consumer dispute resolution, you may use the Alternative Dispute Resolution (SAL) platform of the Romanian National Authority for Consumer Protection (ANPC), available at [anpc.ro/ce-este-sal](https://anpc.ro/ce-este-sal), and the European Commission's Online Dispute Resolution (SOL/ODR) platform, available at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr).

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## 0. Preamble — read this carefully

THIS IS A LEGALLY BINDING AGREEMENT. BY USING THE WEBSITE, THE API, OR ANY SERVICE OF ACTIV-KODE, YOU ACCEPT THIS PUBLIC OFFER IN FULL. IF YOU DO NOT AGREE, DO NOT REGISTER AN ACCOUNT, DO NOT TOP UP A BALANCE, AND DO NOT USE THE SERVICES. The Services are provided “AS-IS” and “AS-AVAILABLE”, without any representation or warranty of any kind. The User assumes full and sole responsibility for any use of the Services and for any consequence that may arise from such use. ACTIV-KODE, the Platform operator, and each person involved in the operation of the Platform bear no liability except to the maximum extent liability cannot be excluded under applicable law. The User understands and accepts that the Services are provided as a pure technical intermediation: ACTIV-KODE allocates telecommunications numbers and relays incoming messages. ACTIV-KODE does not authorize, endorse, supervise, monitor or take responsibility for the User’s purposes, intentions, end uses, third-party platforms involved, or compliance with any law applicable to the User.

## 1. Definitions

**Term Meaning** **User / You** The person who registers an Account and accepts this Public Offer. **Site** The website operated under the ACTIV-KODE brand, accessible at <https://activkode.com> and any related subdomains, mirrors, interfaces, landing pages, administrative panels, or replacement URLs made available by the Platform. **Services** The provision, by ACTIV-KODE, of access to (a) telephone numbers temporarily allocated for the receipt of inbound SMS messages, (b) the receipt and display of such SMS messages via the Site and/or API, and (c) any related dashboard functionality. **API** The application programming interface made available by ACTIV-KODE. **Account** The User's personal area on the Site after Registration. **Balance** The prepaid balance of the Account.

**Number** A telephone subscriber number allocated by ACTIV-KODE to the User's Account for the duration of a single Verification session. **Verification** A single session in which a Number is allocated to the User for the purpose of receiving one or more SMS messages. **Tariff** The per-Verification price displayed on the Site at the moment the User initiates the Verification. **Activation Window** The period during which the Number remains allocated to the User for the receipt of an SMS, as displayed on the Site (typically twenty (20) minutes). **Public Offer** This document. **Platform Operator** The legal person or persons, affiliates, contractors, or authorized service providers acting behind the ACTIV-KODE brand to make the Services available, whether directly or indirectly. **Operator Personnel** Any beneficial owner, shareholder, director, officer, manager, employee, contractor, developer, administrator, moderator, support agent, infrastructure provider, or other person involved in creating, maintaining, administering, promoting, funding, securing, supporting, or operating the Platform.

## 2. Acceptance of the Public Offer

2.1. The Public Offer is deemed accepted by the User by any of the following acts, whichever occurs first: (a) completing the Registration procedure; (b) topping up the Balance; (c) initiating a Verification through the Site or API; or (d) any other use of the Services.

2.2. Acceptance constitutes the conclusion of a binding agreement between ACTIV-KODE and the User on the terms set out in this Public Offer.

2.3. The User confirms that, at the moment of acceptance: (a) the User has full legal capacity in their jurisdiction of residence to enter into this agreement; (b) the User has read the Public Offer in its entirety and has had the opportunity to seek independent legal advice; (c) the User is not subject to any restriction, sanction, or prohibition that would render the use of the Services unlawful; (d) the User accepts each provision of this Public Offer, including in particular the disclaimers in Section 11, the limitation of liability in Section 12, and the indemnification in Section 13.

2.4. The User expressly waives any subsequent claim that the User did not read, understand, or accept any provision of the Public Offer, except to the extent such waiver is prohibited by mandatory law.

2.5. The User acknowledges and agrees that this Public Offer is accepted solely with the Platform as presented through the Site and that no Operator Personnel assumes any personal duty, representation, warranty, liability, or obligation toward the User except to the extent required by mandatory law.

## 3. Registration and Account

3.1. To use the Services, the User registers an Account by providing an email address, choosing a password, and optionally supplying a contact handle. ACTIV-KODE may require additional information at any time, in its sole discretion, including identification documents and proof of address.

3.2. The User is solely responsible for the accuracy, completeness, and lawfulness of the data provided at Registration and at any subsequent time.

3.3. The User is solely responsible for the security of the Account credentials, the password, and any API keys. All acts performed through the User's Account are conclusively deemed to be acts of the User.

3.4. The User undertakes not to share the Account with any third party, not to allow access to the Account by any third party, and not to use the Account on behalf of any third party. One User — one Account.

3.5. ACTIV-KODE may refuse to register, suspend, or close any Account at any time, with or without cause, with or without notice, at ACTIV-KODE's sole and absolute discretion, subject to applicable law.

## 4. Description of the Services

4.1. ACTIV-KODE operates a technical platform that allocates telecommunications subscriber numbers and relays inbound SMS messages received on those numbers, for the duration of a single Verification session.

4.2. The Services are provided by ACTIV-KODE as a pure technical intermediary. ACTIV-KODE does not provide telephony services to the public, is not the originator of any incoming SMS, does not select or control the content of any incoming SMS, and does not represent or warrant the source, accuracy, completeness, or lawfulness of any incoming SMS.

4.3. Numbers are allocated dynamically from ACTIV-KODE's inventory. ACTIV-KODE makes no representation that any particular Number will be available, will receive any particular message, will accept any particular sender, or will be accepted by any third-party platform.

4.4. ACTIV-KODE does not control, supervise, monitor or take responsibility for: (a) the third-party platforms to which the User may seek to direct SMS messages; (b) the User's compliance with the terms of service of any such platform; (c) the User's compliance with any law applicable to the User; (d) the integrity of any received message; (e) the timeliness of delivery; or (f) any consequence of the User's use of the result of a Verification.

4.5. The Services may be used through the Site or the API.

4.6. ACTIV-KODE reserves the right at any time, without notice and at ACTIV-KODE's sole discretion, to modify, suspend, restrict, withdraw, or discontinue the Services, in whole or in part, including but not limited to specific countries, specific services, specific Numbers, specific Tariffs, or specific functionality.

4.7. The Site, the domain name [activkode.com](https://activkode.com), the ACTIV-KODE brand, and any related interface or communication channel are made available as a branded access layer only. The User acknowledges that infrastructure, administration, payment routing, number sourcing, support, data hosting, compliance functions, and technical performance may be carried out by one or more affiliated entities, contractors, processors, or service providers.

## 5. User responsibilities, warranties and acknowledgments

5.1. The User is solely responsible for any and all use of the Services. The User acknowledges and accepts that the use of the Services is at the User's sole risk.

5.2. The User represents, warrants and undertakes that the User will:

1. use the Services exclusively for purposes that are lawful under the laws applicable to the User and under the laws of the Dominican Republic;
2. comply with the terms of service of any third-party platform with which the User interacts, including in respect of account creation, authentication, and use of telephone numbers;
3. not use the Services for any of the activities listed in Section 6 (Restricted Use);
4. not represent, expressly or by implication, that ACTIV-KODE endorses, approves, sponsors, or supervises any of the User's activities;
5. hold ACTIV-KODE, the Platform Operator, and all Operator Personnel harmless from any and all consequences arising from the User's use of the Services, to the maximum extent permitted by law;
6. communicate with ACTIV-KODE only through the official channels published on the Site;
7. not assert any claim on the basis that the public-facing brand, website, payment descriptor, infrastructure provider, or support contact differs from any underlying legal or technical structure used to operate the Services.

5.3. The User acknowledges and accepts that:

1. the receipt of an SMS at a Number does not establish any identity, attribute, or fact about the User or any other person;
  2. third-party platforms may, at their discretion, refuse to accept SMS messages directed to Numbers allocated by ACTIV-KODE, and ACTIV-KODE bears no liability for any such refusal to the maximum extent permitted by law;
  3. third-party platforms may suspend, ban or otherwise restrict the User's accounts on those platforms as a consequence of the use of the Services, and ACTIV-KODE bears no liability for any such suspension, ban or restriction to the maximum extent permitted by law;
  4. the Services may be unavailable from time to time, may experience errors, latency or interruption, may produce incorrect results, and ACTIV-KODE bears no liability for any such occurrence to the maximum extent permitted by law;
  5. the laws of certain jurisdictions may restrict or prohibit the use of services of the nature of ACTIV-KODE, and the User bears sole responsibility for ascertaining and complying with such laws;
  6. the Services may be provided through a combination of internal and external operational resources, service providers, and technical vendors;
  7. no natural person associated with the Platform undertakes any personal obligation toward the User except to the extent required by mandatory law.
- 5.4. The User undertakes to fully indemnify ACTIV-KODE in respect of any breach of the warranties set out in this Section, as provided in Section 13.

## **6. Restricted Use**

6.1. The User shall not use the Services for any of the following purposes:

1. any purpose that is unlawful under the laws of the Dominican Republic or under the laws of any other jurisdiction applicable to the User;
2. the production, distribution, possession or solicitation of child sexual abuse material;
3. any activity connected to terrorism, terrorist financing, or violent extremism;
4. any activity that would directly or indirectly breach sanctions imposed by the United Nations, the European Union, the United Kingdom or the United States (OFAC);
5. the attempted unauthorized access to computer systems or networks belonging to any third party;
6. the operation, distribution or facilitation of malware, ransomware, botnets, credential-stuffing tools, or similar instruments;
7. the harassment, stalking, threat, defamation or doxing of any natural person;
8. any conduct that interferes with the integrity, security, or operation of the Services or of the Site, including but not limited to scraping of non-public endpoints, denial-of-service, or attempts to enumerate other Accounts;
9. the resale, sublicensing or onward provision of the Services to third parties without ACTIV-KODE's prior express written consent;
10. the reverse engineering, decompilation, disassembly or derivation of source code from any component of the Services;
- 11.

the use of the Services in violation of any other provision of this Public Offer.

6.2. ACTIV-KODE reserves the right to suspend or terminate the Account of any User found, in ACTIV-KODE's sole judgment, to have engaged in any of the activities listed in this Section, without prior notice and without opportunity to cure where reasonably necessary to protect the Platform, comply with law, or mitigate fraud, abuse, security, payment, or reputational risk.

6.3. The User acknowledges that the list of restricted uses set out in this Section is illustrative and nonexhaustive. ACTIV-KODE reserves the right to determine, in its sole discretion, that any other use is incompatible with the Services and to take corresponding action.

## **7. Pricing, Tariffs, Balance and Payments**

7.1. The Services are pre-paid. The User tops up the Balance using the payment methods made available on the Site. The minimum top-up amount is published on the Site and may be modified at any time.

7.2. Each Verification consumes from the Balance an amount equal to the Tariff displayed on the Site at the moment the Verification is initiated.

7.3. Tariffs are dynamic. ACTIV-KODE may modify Tariffs at any time, without notice, and without retroactive effect on completed Verifications.

7.4. Payments are processed by third-party payment service providers. ACTIV-KODE is not a payment service provider. The User's use of the payment service providers is governed by the terms of those providers. ACTIV-KODE is not party to, and bears no liability in respect of, the payment-processing relationship.

7.5. The User represents and warrants that the User is the lawful holder of the payment instrument used to top up the Balance and that the use of such instrument is permitted under the laws applicable to the User.

7.6. Any commission or fee charged by the payment service provider in connection with a top-up is borne by

the User and is non-refundable.

7.7. ACTIV-KODE may, in its sole discretion, suspend the Account, withhold the Balance, and refuse further Verifications where ACTIV-KODE has reason to believe that the source of funds is unlawful, that the payment instrument is fraudulent, or that further Services would expose ACTIV-KODE, any Platform Operator, or any Operator Personnel to fraud, chargeback, sanctions, compliance, security, or legal risk.

## **8. Refund Policy**

8.1. Successful Verifications are non-refundable in any circumstance. A Verification is deemed successful, and the Tariff is deemed earned by ACTIV-KODE, at the moment a Number is allocated to the User and the Activation Window begins, regardless of whether the User obtains the result the User expected.

8.2. The User may request the refund of the unused Balance by writing to [contact@activkode.com](mailto:contact@activkode.com). ACTIV-KODE will process refund requests in its sole discretion, within a reasonable period and subject to:

1. verification of the identity of the requestor and of lawful control over the Account;
2. verification of the absence of any breach of this Public Offer;
3. deduction of any payment-processing fee that is not recoverable from the original payment service provider;
4. the right of ACTIV-KODE to deny the refund where Section 7.7 applies.

8.3. Refunds, where granted, are remitted exclusively to the original payment method used to top up the Balance. The User bears any associated foreign-exchange variation.

8.4. No refund is owed in any of the following cases: (a) the User has materially breached this Public Offer; (b) the Account has been suspended or terminated for cause; (c) the User has used the Services in any manner restricted by Section 6; (d) the Balance has been inactive for more than one hundred eighty (180) days after the User's last interaction with the Account; (e) the refund would expose ACTIV-KODE to a risk of payment fraud, money laundering, sanctions violation, chargeback exposure, harassment risk, or any legal, regulatory, reputational, technical, or personal-security risk affecting any Platform Operator or Operator Personnel.

8.5. ACTIV-KODE is not responsible for the policies, timing, or conduct of any payment service provider in processing or rejecting any refund.

## 9. Suspension and Termination

9.1. ACTIV-KODE may, at its sole and absolute discretion, with or without cause, with or without notice, suspend, restrict, or terminate the User's Account, in whole or in part, including but not limited to the following cases: (a) breach or suspected breach of this Public Offer; (b) request by a competent authority; (c) request by a payment service provider; (d) suspicion of unlawful conduct; (e) operational or security necessity; (f) discontinuation of the Services in whole or in part.

9.2. Upon termination, the User's right to access the Services and the Account ceases immediately. Sections 5, 6, 7.4, 7.6, 11, 12, 13, 17, 18 and 19 survive termination.

9.3. Termination for breach by the User may result in forfeiture of any remaining Balance to the extent permitted by applicable law and where reasonably justified by administrative burden, fraud, abuse, chargeback exposure, compliance costs, or risk transfer.

## 10. Modifications to the Public Offer

10.1. ACTIV-KODE may amend this Public Offer at any time by publishing the amended version on the Site. The amended version takes effect on publication unless a later date is specified.

10.2. The User undertakes to consult the Site regularly, and in any event no less than once every fourteen (14) calendar days, to ascertain the current version of the Public Offer.

10.3. Continued use of the Services after publication of an amendment constitutes acceptance of the amended Public Offer. A User who does not accept any amendment must immediately cease use of the Services and may request the refund of the unused Balance under Section 8.

## 11. Disclaimers — “AS-IS”, “AS-AVAILABLE”, no warranty

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE SITE, THE API, AND ALL CONTENT MADE AVAILABLE THROUGH THEM ARE PROVIDED “AS-IS” AND “AS-AVAILABLE”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

11.2. ACTIV-KODE SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, currency, security, uninterrupted operation, error-free operation, compatibility with the User's systems or processes, suitability for any third-party platform, ability to obtain any particular outcome, conformity with the terms of any third-party platform, conformity with any law applicable to the User, or any warranty arising from course of dealing or usage of trade.

11.3. ACTIV-KODE MAKES NO REPRESENTATION OR WARRANTY THAT: (a) any Number will be available at any particular time; (b) any Number will receive any particular SMS; (c) any SMS will be received within any particular time; (d) any third-party platform will accept any Number; (e) the Services will not be interrupted, suspended, restricted or terminated; (f) any tariff will remain unchanged; (g) the User will not be subject to any consequence — including suspension, ban, legal action, regulatory action, or financial loss — as a result of using the Services.

11.4. The User acknowledges that ACTIV-KODE is a technical intermediary only. All risks associated with the use of the Services, including the risk of total loss of the Balance, of the time invested, and of any third-party platform consequence, are borne exclusively by the User.

11.5. No advice or information, whether oral or written, obtained by the User from ACTIV-KODE or through the Services, shall create any warranty not expressly stated in this Public Offer.

11.6. The User further acknowledges that the public-facing use of the ACTIV-KODE brand, the activkode.com domain, privacy-protective contact channels, intermediated payment descriptors, outsourced infrastructure, or use of affiliated entities, contractors, processors, and service providers does not by itself constitute misrepresentation, fraud, concealment, or personal undertaking.

## **12. Limitation of Liability — ACTIV-KODE has limited liability**

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACTIV-KODE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PUBLIC OFFER, THE SERVICES, THE SITE, THE API, OR ANY USE THEREOF, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE.

12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACTIV-KODE SHALL NOT BE LIABLE FOR:

1. any loss of profit, revenue, business, goodwill, opportunity, savings, data, or use;
2. any loss arising from the User's inability to obtain a Number, to receive an SMS, to use a Number on a third-party platform, or to obtain any expected result;
3. any loss arising from suspension, ban or restriction of the User's accounts on any third-party platform;
4. any loss arising from delay, interruption, error, omission, suspension, restriction, withdrawal, modification or discontinuation of the Services or of any feature thereof;
5. any loss arising from the conduct of any third party, including payment service providers, telecommunications carriers, sub-processors, or third-party platforms;
6. any loss arising from force majeure, including but not limited to acts of God, war, civil unrest, government action, pandemic, internet failure, denial-of-service attack, or upstream carrier failure;
7. any loss arising from the User's failure to comply with any law, any contract with a third party, or any term of service of a third-party platform.

12.3. TO THE EXTENT THAT, NOTWITHSTANDING THE FOREGOING, ACTIV-KODE IS HELD LIABLE BY A COURT OF COMPETENT JURISDICTION, THE TOTAL AGGREGATE LIABILITY OF ACTIV-KODE TO THE USER FOR ALL CLAIMS, IN THE AGGREGATE, ARISING UNDER OR IN CONNECTION WITH THIS PUBLIC OFFER, SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT ACTUALLY RECEIVED BY ACTIV-KODE FROM THE USER IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (B) FIFTY UNITED STATES DOLLARS (USD 50).

12.4. The User acknowledges that the Tariffs would be materially higher without the allocation of risk set out in this Section, and that this allocation is an essential element of the bargain.

12.5. The limitations set out in this Section apply even if any remedy fails of its essential purpose.

12.6. No Operator Personnel shall bear personal liability to the User solely by reason of their role in connection with the Platform, except to the extent liability arises under mandatory law and cannot validly be excluded or limited.

## **13. Indemnification by the User**

13.1. The User shall indemnify, defend and hold harmless ACTIV-KODE, its affiliates, officers, directors, employees, agents, contractors and licensors, and all Platform Operators and Operator Personnel, from and against any and all claims, demands, actions, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

1. the User's use of the Services, including any use of the Number, any SMS received, or any result obtained;
2. the User's breach of any provision of this Public Offer;
3. the User's violation of any law applicable to the User;
4. the User's violation of the terms of any third-party platform;
5. any conduct of any person to whom the User has given access to the Account or the API;
6. any tax, duty, levy or charge imposed on ACTIV-KODE as a consequence of the User's use of the Services;
7. any third-party claim against ACTIV-KODE founded on the User's conduct;

8. any attempt to identify, contact, expose, subpoena, sue, threaten, or proceed against any Platform Operator or any Operator Personnel arising from the User's breach of this Public Offer or unlawful conduct.

13.2. ACTIV-KODE may control the defense, settlement and conduct of any matter for which it is entitled to indemnification under this Section. The User shall provide such cooperation as ACTIV-KODE reasonably requests.

13.3. The User's obligations under this Section survive any termination of the Public Offer.

## **14. Privacy**

14.1. ACTIV-KODE processes the User's personal data exclusively for the purposes of operating the Services, providing the Account, processing payments, complying with applicable law, preventing abuse and fraud, and protecting ACTIV-KODE's lawful interests.

14.2. The categories of personal data processed by ACTIV-KODE, the purposes of processing, the retention periods, and the channels for exercising any applicable rights are described in the Privacy Notice published at <https://activkode.com/privacy>, which forms an integral part of this Public Offer by reference.

14.3. ACTIV-KODE operates internationally and may process personal data through affiliated entities, contractors, processors, or service providers in accordance with the applicable Privacy Notice and mandatory law. The User acknowledges that the User's local laws, including, where applicable, EU GDPR, UK GDPR, or US state privacy laws, may impose additional obligations and rights, and that nothing in this Public Offer limits any non-waivable rights granted under mandatory data protection law.

14.4. ACTIV-KODE may disclose personal data to competent authorities upon receipt of a request that is, in ACTIV-KODE's reasonable judgment, valid under applicable law or necessary to protect the rights, property or safety of ACTIV-KODE, the User or any third party.

## **15. Intellectual Property**

15.1. All right, title and interest in and to the Services, the Site, the API, the documentation, the underlying software, and any improvement, modification, derivative work, or feedback are and shall remain the exclusive property of ACTIV-KODE or its licensors.

15.2. The User is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services, solely for the purposes contemplated by this Public Offer and during the term of the Account.

15.3. The User shall not: (a) reproduce, distribute, modify, translate, adapt, decompile, disassemble, reverse engineer, or create derivative works of any element of the Services; (b) remove or alter any proprietary

notice; (c) use any framing, scraping, data-mining or similar tool in respect of the Services; (d) use any of ACTIV-KODE's trademarks, trade names, logos or branding without ACTIV-KODE's prior written consent.

15.4. The User assigns to ACTIV-KODE, free of charge and on a worldwide perpetual basis, any feedback, suggestion or idea concerning the Services that the User may submit. ACTIV-KODE is under no obligation to use any such feedback.

## **16. Force Majeure**

ACTIV-KODE shall not be liable for any failure or delay in the performance of its obligations under this Public Offer to the extent caused by any event or circumstance beyond its reasonable control, including but not limited to: acts of God; war, civil unrest, terrorism; government action; pandemic, epidemic, quarantine; failure or interruption of the internet or of any telecommunications network; denial-of-service or similar attack; failure of any upstream carrier, payment service provider or sub-processor; strikes, lockouts or other labor disputes; changes in law.

## **17. Governing Law**

17.1. This Public Offer, and any non-contractual obligation arising out of or in connection with it, shall be governed exclusively by the laws of the Dominican Republic, without regard to its conflict-of-laws principles.

17.2. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## **18. Dispute Resolution and Jurisdiction**

18.1. The Parties shall first attempt to resolve any dispute through good-faith negotiation. Any User wishing to assert a claim shall give ACTIV-KODE written notice at [contact@activkode.com](mailto:contact@activkode.com) containing the claim, the supporting facts, and the relief sought, and shall allow ACTIV-KODE a period of sixty (60) calendar days from receipt to respond.

18.2. If the dispute is not resolved within the period referred to in Section 18.1, the courts of Santo Domingo, Dominican Republic shall have exclusive jurisdiction over the dispute, subject to Section 18.3.

18.3. At ACTIV-KODE's sole option, any dispute may be submitted to binding arbitration administered by the Centro de Resolución Alternativa de Controversias de la Cámara de Comercio y Producción de Santo Domingo (CRC), or any successor institution, in accordance with its rules then in force, before a single arbitrator, in Santo Domingo, Dominican Republic, in the English or Spanish language at ACTIV-KODE's election. The User waives any objection to the venue or the convenience of the forum.

18.4. The User waives any right to participate in any class action, collective action, or representative proceeding against ACTIV-KODE, and undertakes to assert any claim individually, to the extent permitted by applicable law.

18.5. Any claim must be asserted within one (1) year from the day on which the cause of action arose, failing which the claim shall be permanently and irrevocably barred, except to the extent prohibited by mandatory law.

18.6. To the maximum extent permitted by law, the User may bring claims only against ACTIV-KODE as the contractual counterparty presented through the Site and may not bring any claim against any Operator Personnel solely because of their involvement in the operation of the Platform.

## **19. Final Provisions**

19.1. Entire agreement. This Public Offer, together with the Privacy Notice and any other policy expressly incorporated, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, representations or agreements on the subject matter.

19.2. Severability. If any provision of this Public Offer is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to render it valid and enforceable while preserving the original intent.

19.3. No waiver. No failure or delay by ACTIV-KODE in exercising any right under this Public Offer shall operate as a waiver of that right.

19.4. Assignment. The User shall not assign, transfer or sublicense any right or obligation under this Public Offer without ACTIV-KODE's prior written consent, which may be withheld at ACTIV-KODE's sole discretion. ACTIV-KODE may assign or transfer this Public Offer, in whole or in part, without restriction and without notice.

19.5. No third-party beneficiaries. This Public Offer is for the benefit of the Parties only.

19.6. Notices. Notices to ACTIV-KODE shall be sent to [contact@activkode.com](mailto:contact@activkode.com). Notices to the User shall be sent to the email address on file for the Account. Notices are deemed delivered when sent.

19.7. Language. The English text of this Public Offer prevails. Any translation is provided for convenience only.

19.8. Independent relationship. Nothing in this Public Offer creates any partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

19.9. Headings. Headings are for convenience only and do not affect the interpretation of this Public Offer.

19.10. Acknowledgment. The User confirms that the User has read this Public Offer, has understood its content, has had the opportunity to seek independent legal advice, and accepts each provision, including in particular Sections 5, 6, 11, 12, 13, 17 and 18.

19.11. No personal recourse. To the maximum extent permitted by law, the User agrees that no recourse shall be sought or enforced against any assets of any natural person associated with the ownership, operation, administration, maintenance, or support of the Platform in respect of any obligation, liability, or claim relating to this Public Offer or the Services, except where such recourse cannot validly be excluded under mandatory law. ACTIV-KODE Website: <https://aktivkode.com> Contact: [contact@aktivkode.com](mailto:contact@aktivkode.com)