

TROPEZ PROPERTY MANAGEMENT LTD

GENERAL TERMS AND POLICIES OF SERVICES

1. DEFINITIONS

For the purposes of these Terms and Policies, the following words shall have the meanings set out below:

“Company” means TROPEZ PROPERTY MANAGEMENT LTD, including its directors, employees, representatives, agents, affiliates, partners, contractors, and authorised service providers.

“Client” means any person, guest, customer, traveller, tenant, applicant, company, representative, or other party requesting, booking, purchasing, receiving, or using any Service offered, arranged, facilitated, managed, or provided by the Company.

“Services” means all services offered, arranged, facilitated, managed, marketed, coordinated, or provided by the Company, whether directly or through affiliates, partners, contractors, or third-party service providers, including but not limited to property management, accommodation bookings, yacht charters, boat rentals, private aircraft charters, vehicle rentals, transportation services, immigration and relocation services, concierge services, real estate consultancy, reservation services, and any other related or ancillary services.

“Booking” means any reservation, request, confirmation, arrangement, order, instruction, or agreement for the provision of any Service.

“Affiliate” or **“Third-Party Service Provider”** means any external company, professional, supplier, contractor, partner, agent, operator, owner, consultant, or service provider engaged, introduced, recommended, or coordinated by the Company for the purpose of providing or assisting with any Service.

“Force Majeure” means any event or circumstance beyond the reasonable control of the Company or the relevant service provider, including but not limited to natural disasters, adverse weather conditions, war, terrorism, civil unrest, strikes, labour disputes, epidemics, pandemics, government actions or restrictions, changes in law, acts of authorities, flight cancellations, port closures, transportation disruptions, utility failures, technical failures, communication failures, supplier defaults, or any other extraordinary event that prevents, delays, interrupts, or materially affects the provision of any Service. In the event of Force

Majeure, the Company shall not be liable for any delay, interruption, non-performance, loss, damage, expense, or inability to provide the Service and shall be entitled to suspend, modify, substitute, reschedule, or cancel the affected Service without liability. Force Majeure shall not, by itself, entitle the Client to a refund, compensation, damages, or reimbursement from the Company, except to the extent that the Company, in its sole discretion, elects to provide a refund or receives a recoverable refund from the relevant third-party service provider.

2. SCOPE AND APPLICATION OF THESE TERMS

- 2.1.** The Services covered by these Terms include, without limitation, accommodation bookings and property management services, yacht charters, boat rentals and maritime services, private aircraft charters and aviation-related services, vehicle rentals, chauffeur services and transportation services, immigration, residency, visa and relocation services, concierge and lifestyle management services, real estate consultancy, property acquisition, sales, leasing and investment services, reservation, booking and travel arrangement services, corporate, administrative, consultancy and business support services, and any other service offered, introduced, arranged, coordinated, marketed, facilitated or provided by the Company from time to time.
- 2.2.** The Company may act either as a principal service provider or as an intermediary, facilitator, booking agent, coordinator, representative, or introducer of Third-Party Service Providers.
- 2.3.** Certain Services may be subject to additional agreements, booking conditions, charter agreements, rental agreements, service contracts, supplier terms, or other specific conditions. In the event of any inconsistency between these Terms and any service-specific agreement, the service-specific agreement shall prevail to the extent of the inconsistency.
- 2.4.** By requesting, booking, purchasing, paying for, receiving, or using any Service, the Client confirms that he/she has read, understood, and agreed to be bound by these Terms and Policies, as amended from time to time.

3. BOOKING AND RESERVATION POLICY

- 3.1.** All bookings, reservations, requests, arrangements, and instructions for any Service shall be subject to acceptance by the Company and shall not be deemed confirmed until:

(a) The Client has submitted all information and documentation requested by the Company;

- (b)** The Company has completed any necessary verification, compliance, due diligence, or Know-Your-Client (KYC) procedures;
- (c)** The required deposit and any applicable fees have been received in cleared funds; and
- (d)** The Client has received written confirmation of the booking from the Company.

3.2. The Client shall provide complete, accurate, current, and truthful information and documentation as may be requested by the Company from time to time, including, without limitation, full name, nationality, contact details, passports, identity cards, visas, residency documentation, flight details, travel itineraries, driving licence information, banking and payment information, corporate and beneficial ownership documentation, immigration and compliance documentation, and any other information or documentation reasonably required for the provision of the relevant Service. The Client warrants that all information and documentation provided is accurate, complete, genuine, and not misleading.

3.3. The Company reserves the right to conduct identity verification, compliance checks, anti-money laundering procedures, sanctions screening, source of funds inquiries, and any other due diligence measures that it considers necessary or appropriate.

- The Company may request additional information or documentation at any stage before or during the provision of any Service.

3.4. The Company reserves the absolute right, at its sole discretion, to refuse, suspend, postpone, or cancel any booking or Service where:

- (a)** Required information or documentation has not been provided and/or
- (b)** Information provided is inaccurate, incomplete, false, or misleading and/or
- (c)** The Client fails to comply with the Company's instructions, policies, or legal requirements and/or
- (d)** Fraudulent, suspicious, unlawful, or prohibited activities are suspected and/or
- (e)** A Third-Party Service Provider refuses to provide the requested Service and/or
- (f)** Circumstances arise that may expose the Company, its Affiliates, or Third-Party Service Providers to legal, financial, operational, or reputational risk and/or

(g) The Company determines that it is unable or inappropriate to provide the requested Service.

3.5. All Services are subject to availability and acceptance by the Company and, where applicable, by the relevant Third-Party Service Provider. The Company does not guarantee the availability of any property, yacht, aircraft, vehicle, immigration appointment, reservation, or any other Service until written confirmation has been issued.

3.6. Any request to amend, modify, reschedule, upgrade, downgrade, or otherwise alter a booking shall be subject to availability, acceptance by the Company and, where applicable, by the relevant Third-Party Service Provider. Additional fees, charges, or revised pricing may apply.

4. PAYMENT POLICY

4.1. Unless otherwise agreed in writing by the Company, all bookings and reservations require the payment of a deposit equal to fifty per cent (50%) of the total value of the relevant Service.

- No booking, reservation, or Service shall be deemed confirmed or secured until the required deposit has been received by the Company in cleared funds and the Company has issued written confirmation of the booking.

4.2. The remaining balance of the total Service fee, together with any applicable taxes, fees, duties, charges, expenses, or additional amounts, shall be paid in full prior to the Client's arrival, check-in, boarding, collection of any vehicle, commencement, delivery, or use of the relevant Service.

- The Company reserves the right to refuse, suspend, postpone, withhold, or cancel the provision of any Service until all outstanding amounts have been paid in full.

4.3. The Client shall be solely responsible for all additional charges arising in connection with the requested Service, including, without limitation, governmental fees and duties, port, marina, airport, immigration and transportation charges, fuel surcharges, operating expenses, security deposits, additional cleaning, repair, replacement or restoration costs, charges arising from amendments, extensions, upgrades or special requests, banking charges, intermediary bank fees, currency conversion fees, transaction costs, and any other costs or expenses incurred directly or indirectly in connection with the requested Service.

- 4.4.** Payments may be made by bank transfer, debit card, credit card, electronic payment systems, cash, or any other payment method approved by the Company.
- The Company reserves the right to refuse any payment method and may request additional verification, identification documents, or evidence of the source of funds before accepting any payment.
- 4.5.** Except as expressly provided in these Terms or where required by mandatory provisions of applicable law, all deposits, advance payments, reservation fees, service fees, and other payments made to the Company shall be strictly non-refundable.
- 4.6.** Failure by the Client to make any payment when due shall entitle the Company, without prejudice to any other rights or remedies available to it, to suspend or terminate the booking, refuse to provide or continue providing any Service, retain any amounts already paid, recover any outstanding amounts, costs, expenses, or damages incurred by the Company, and cancel any confirmed reservation or arrangement without liability.
- 4.7.** The Client agrees not to initiate any chargeback, payment reversal, payment dispute, or similar procedure in relation to any payment validly authorised and made to the Company. In the event of an unjustified chargeback or payment dispute, the Client shall indemnify and hold harmless the Company against all losses, charges, banking fees, administrative costs, legal fees, and expenses incurred in connection therewith.
- 4.8.** The Company shall be entitled to retain, withhold, apply, and set off any monies received from the Client against any outstanding fees, commissions, expenses, cancellation charges, damages, liabilities, penalties, or other amounts due or becoming due to the Company in connection with any Service.
- 4.9.** No refund, compensation, damages, reimbursement, or repayment shall be due by the Company in the event that any Service cannot be provided, is delayed, interrupted, modified, rescheduled, or cancelled due to Force Majeure.
- Notwithstanding the foregoing, the Company may, at its sole and absolute discretion, provide a refund, credit, replacement service, or rescheduling option to the extent that any recoverable refund, credit, or alternative arrangement is obtained from the relevant Third-Party Service Provider.

5. CANCELLATION, AMENDMENTS AND REFUND POLICY

- 5.1.** Any request to cancel, amend, postpone, reschedule, upgrade, downgrade, or otherwise modify a booking or Service must be submitted to the Company in writing and shall be subject to the Company's approval and, where applicable, the approval of the relevant Affiliate or Third-Party Service Provider.
- 5.2.** Upon confirmation of any booking and receipt of the required payment, the Company may immediately commence administrative procedures, reservations, coordination activities, compliance procedures, and contractual commitments with Affiliates and Third-Party Service Providers. Accordingly, all deposits, reservation fees, advance payments, and other amounts paid to the Company are final and non-refundable.
- 5.3.** Failure by the Client to arrive, attend, board, collect, participate in, or otherwise utilise the booked Service at the agreed date, time, or location shall constitute a cancellation by the Client and shall not entitle the Client to any refund, reimbursement, credit, compensation, or replacement Service. Likewise, where the Client voluntarily terminates, shortens, abandons, or ceases using any Service after its commencement, no refund, reimbursement, or reduction of fees shall be due in respect of any unused period or unutilised portion of the Service.
- 5.4.** The Company reserves the right to suspend, modify, substitute, postpone, reschedule, or cancel any Service where the relevant Service becomes unavailable, where an Affiliate or Third-Party Service Provider cancels or refuses to provide the Service, where legal, regulatory, operational, safety, or compliance concerns arise, where the Client breaches these Terms and Policies, or where a Force Majeure event occurs. In such circumstances, the Company may, at its sole and absolute discretion, offer a replacement Service, reschedule the Service, or provide a refund to the extent that any recoverable refund, credit, or reimbursement is obtained from the relevant Affiliate or Third-Party Service Provider.
- 5.5.** Except where otherwise required by mandatory provisions of applicable law, the Client shall have no right to any refund, compensation, damages, reimbursement, or credit arising from any cancellation, amendment, delay, interruption, unavailability, non-performance, or inability to utilise any Service. Force Majeure shall not, by itself, entitle the Client to any refund, compensation, damages, reimbursement, or credit from the Company unless the Company, in its sole discretion, elects to provide such refund or receives a recoverable refund from the relevant Third-Party Service Provider.

6. AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

- 6.1.** The Client acknowledges and agrees that certain Services offered, marketed, arranged, facilitated, coordinated, or introduced by the Company may be performed by independent Affiliates, partners, contractors, suppliers, operators, consultants, agents, property owners, transportation providers, charter companies, immigration advisers, or other Third-Party Service Providers.
- 6.2.** The Company may act either as a principal service provider or solely as an intermediary, booking facilitator, coordinator, representative, introducer, or agent in relation to such Services. The Company's involvement in arranging or facilitating any Service shall not be construed as a representation or warranty that any Third-Party Service Provider will perform the Service in any particular manner or to any particular standard.
- 6.3.** The Company shall exercise reasonable care in selecting and coordinating with Third-Party Service Providers. However, it shall not be liable for any act, omission, negligence, delay, cancellation, accident, injury, illness, death, loss, damage, insolvency, service interruption, unavailability, non-performance, misconduct, or breach committed by any Affiliate or Third-Party Service Provider, except to the extent that such liability cannot lawfully be excluded.
- 6.4.** The Company shall further not be liable for any losses, expenses, additional costs, missed connections, missed departures, changes of itinerary, weather-related disruptions, governmental actions, regulatory restrictions, port closures, airport closures, visa refusals, immigration decisions, transportation disruptions, mechanical failures, technical failures, or any other events affecting the provision of Services by Third-Party Service Providers.
- 6.5.** The Client acknowledges that certain Services may be subject to separate terms, conditions, charter agreements, rental agreements, transport conditions, supplier policies, or contractual arrangements imposed by the relevant Affiliate or Third-Party Service Provider, and the Client agrees to comply with such terms and conditions insofar as they apply to the relevant Service.
- 6.6.** Where the Company introduces, refers, connects, or facilitates contact between the Client and any property owner, seller, purchaser, investor, service provider, supplier, operator, contractor, Affiliate, or Third-Party Service Provider, the Client shall not, directly or indirectly, circumvent, bypass, or exclude the Company for the purpose of avoiding the payment of any fees, commissions, remuneration, or other amounts due to the Company. The Company shall remain entitled to its full fees and commissions in respect of any transaction concluded, directly or indirectly, between the Client and such introduced party within thirty-six

(36) months from the date of the introduction whether such transaction is concluded directly, indirectly, through a nominee, affiliate, family member, associated company, intermediary, or any other person acting on behalf of the Client.

7. CLIENT RESPONSIBILITIES AND CONDUCT

- 7.1.** The Client shall provide complete, accurate, current, and truthful information and documentation required by the Company for the provision of any Service and shall promptly notify the Company of any changes to such information. The Client warrants that all documents and information submitted to the Company are genuine, valid, and not misleading.
- 7.2.** The Client shall comply with all applicable laws, regulations, governmental requirements, immigration rules, customs requirements, transportation regulations, port regulations, aviation regulations, and any instructions issued by the Company or the relevant Affiliate or Third-Party Service Provider in connection with the requested Service.
- 7.3.** The Client shall use all properties, accommodation facilities, yachts, boats, aircraft, vehicles, equipment, and other assets provided in connection with the Services responsibly, carefully, and only for their intended lawful purposes. The Client shall be responsible for any loss, damage, destruction, excessive cleaning, repair costs, penalties, fines, claims, liabilities, or expenses arising directly or indirectly from the acts, omissions, negligence, misconduct, or breach of these Terms by the Client or by any person accompanying, representing, or acting on behalf of the Client.
- 7.4.** The Client shall not engage in any unlawful, fraudulent, abusive, dangerous, disruptive, offensive, violent, or inappropriate conduct, nor shall the Client use any Service for any illegal purpose, violate the rights of any third party, cause nuisance or disturbance to others, damage property, interfere with the provision of any Service, or undertake any activity that may expose the Company, its Affiliates, or any Third-Party Service Provider to legal, financial, operational, or reputational risk.
- 7.5.** The Company reserves the right, at its sole discretion and without prejudice to any other rights or remedies available to it, to refuse, suspend, terminate, or withdraw any Service with immediate effect where the Client breaches these Terms and Policies, fails to comply with applicable laws or instructions, engages in inappropriate or unlawful conduct, or otherwise acts in a manner that may jeopardise the safety, rights, interests, or reputation of the Company, its Affiliates, Third-Party Service Providers, employees, clients, or other persons. In such circumstances, the Client shall not be entitled to any refund, compensation, reimbursement,

damages, or replacement Service and shall remain fully liable for any resulting losses, costs, expenses, claims, or liabilities.

8. PRIVACY AND PERSONAL DATA POLICY

- 8.1.** The Company respects the privacy of its Clients and is committed to protecting personal data in accordance with the applicable laws of the Republic of Cyprus and the General Data Protection Regulation (EU) 2016/679 ("GDPR").
- 8.2.** For the purpose of providing, arranging, facilitating, administering, coordinating, and complying with the requested Services and applicable legal and regulatory obligations, the Company may collect, receive, record, store, process, use, transfer, and retain personal information and documentation relating to the Client and, where applicable, persons travelling with, accompanying, representing, or associated with the Client.
- 8.3.** Such information may include, without limitation, names, contact details, dates of birth, nationality information, passports, identity cards, visas, residency permits, driving licences, flight details, travel itineraries, accommodation information, payment information, bank account details, corporate documentation, beneficial ownership information, immigration documents, compliance and Know-Your-Client documentation, source of funds information, and any other information or documentation reasonably required for the provision of the Services.
- 8.4.** The Client expressly authorises and consents to the Company sharing, transmitting, disclosing, or otherwise making available such information and documentation to its Affiliates, partners, contractors, professional advisers, financial institutions, payment processors, property owners, transportation providers, charter operators, immigration advisers, governmental authorities, regulatory bodies, law enforcement authorities, and other Third-Party Service Providers where reasonably necessary for the provision of the requested Services, the performance of contractual obligations, compliance with legal and regulatory requirements, fraud prevention, risk management, identity verification, due diligence procedures, debt recovery, dispute resolution, or the protection of the legitimate interests of the Company.
- 8.5.** The Company shall take reasonable technical, organisational, and administrative measures to safeguard personal data against unauthorised access, disclosure, alteration, misuse, loss, or destruction. However, the transmission and storage of information by electronic means can never be entirely secure and, to the maximum extent permitted by law, the Company shall not be liable for unauthorised access, cyber incidents, or security breaches occurring despite the implementation of reasonable safeguards.

- 8.6. The Client represents and warrants that all personal information and documentation provided to the Company has been lawfully obtained and that, where information relating to other individuals is provided, the Client has obtained all necessary permissions, authorisations, and consents to enable the Company to collect, process, store, use, and disclose such information in accordance with these Terms and applicable law.
- 8.7. The Company shall retain personal data only for as long as reasonably necessary to fulfil the purposes for which it was collected, comply with legal and regulatory obligations, resolve disputes, enforce its rights, and maintain appropriate business and compliance records.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. To the maximum extent permitted by applicable law, the Company, its directors, officers, employees, representatives, agents, Affiliates, contractors, and Third-Party Service Providers shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or economic loss, including loss of profits, loss of business, loss of opportunity, loss of enjoyment, loss of data, reputational damage, personal inconvenience, or any other losses, damages, costs, or expenses arising out of or in connection with any Service provided, arranged, facilitated, coordinated, or introduced by the Company.
- 9.2. Without limiting the generality of the foregoing, the Company shall not be liable for any delay, cancellation, interruption, rescheduling, unavailability, non-performance, accident, injury, illness, death, loss of personal belongings, theft, property damage, transportation disruption, flight delay, port closure, visa refusal, immigration decision, weather conditions, mechanical failure, technical failure, governmental action, regulatory restriction, Force Majeure event, or any act or omission of any Affiliate or Third-Party Service Provider.
- 9.3. The Client acknowledges that participation in certain Services, including accommodation, travel, transportation, yacht charters, aircraft charters, vehicle rentals, immigration procedures, and other related activities, may involve inherent risks and uncertainties and that the Company does not guarantee the availability, uninterrupted provision, suitability, or outcome of any Service.
- 9.4. The Client agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, representatives, agents, Affiliates, contractors, and Third-Party Service Providers from and against any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs, expenses, and legal fees arising directly or indirectly from the Client's acts, omissions, negligence, misconduct, breach of these Terms

and Policies, violation of applicable laws or regulations, provision of inaccurate or misleading information, misuse of any Service, damage to property, injury to persons, or infringement of the rights of any third party.

- 9.5.** The Client further agrees to indemnify the Company against any claims, liabilities, damages, costs, or expenses brought by any person accompanying, representing, acting on behalf of, travelling with, or otherwise associated with the Client in connection with the provision or use of any Service.
- 9.6.** Nothing contained in these Terms and Policies shall exclude or limit any liability that cannot lawfully be excluded or limited under the applicable laws of the Republic of Cyprus.

10. NOTICES AND COMMUNICATIONS

- 10.1.** The Client acknowledges and agrees that all communications, notices, confirmations, invoices, statements, requests, consents, approvals, booking confirmations, amendments, cancellations, and any other correspondence relating to the Services may be given by the Company by electronic mail, telephone, text message, messaging applications, online platforms, or by any other contact details provided by the Client.
- 10.2.** Any notice or communication sent by the Company to the email address, telephone number, messaging application, or other contact information last provided by the Client shall be deemed to have been duly received and delivered on the date of transmission, irrespective of whether the Client has actually read, accessed, or acknowledged such communication.
- 10.3.** The Client shall be solely responsible for ensuring that all contact details provided to the Company remain accurate, complete, and up to date and shall promptly notify the Company in writing of any changes thereto. The Company shall not be liable for any loss, delay, misunderstanding, missed communication, cancellation, or other consequences arising from inaccurate, incomplete, outdated, inaccessible, or incorrect contact information supplied by the Client.
- 10.4.** Where applicable law requires a communication to be in writing, electronic communications and electronically transmitted documents shall constitute written notice and shall have the same force and effect as communications delivered in hard copy form.
- 10.5.** The Client agrees that electronic signatures, scanned signatures, electronic confirmations, emails, messaging applications, online acceptance mechanisms, and other forms of electronic communication shall constitute valid and binding evidence of the Client's instructions, approvals, consents, bookings, amendments, and acceptance of these

Terms and Policies and shall have the same legal force and effect as original handwritten signatures

11. GOVERNING LAW AND JURISDICTION

- 11.1.** These Terms and Policies and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Cyprus.
- 11.2.** Any dispute, controversy, claim, or difference arising out of or in connection with these Terms and Policies, the interpretation thereof, the provision of any Service, or any matter relating thereto, including any question regarding their existence, validity, performance, breach, or termination, shall be subject to the exclusive jurisdiction of the Courts of the Republic of Cyprus.
- 11.3.** Nothing contained in these Terms and Policies shall prevent the Company from taking any action or commencing proceedings before any competent court, authority, governmental body, or regulatory authority in any jurisdiction where such action is reasonably necessary for the protection of its rights, interests, property, recovery of monies due, enforcement of obligations, or compliance with applicable laws and regulations.
- 11.4.** These Terms and Policies are drafted in the English language. Any translation provided by the Company is for convenience purposes only and, in the event of any inconsistency or conflict between the English version and any translated version, the English version shall prevail and be binding upon the Parties.

12. INTELLECTUAL PROPERTY

- 12.1.** All content, materials, documents, photographs, videos, brochures, itineraries, proposals, quotations, branding, logos, trademarks, website content, marketing materials, and other information provided by the Company shall remain the exclusive property of the Company or its licensors and are protected by applicable intellectual property laws.
- The Client shall not reproduce, distribute, modify, publish, exploit, or use any such materials for commercial purposes without the Company's prior written consent.

13. NO WAIVER AND SEVERABILITY

- 13.1.** No failure, delay, relaxation, or omission by the Company in exercising any right, power, privilege, or remedy under these Terms and Policies shall constitute a waiver thereof, nor shall any single or partial exercise of any right preclude any further exercise of that or any other right.
- 13.2.** If any provision of these Terms and Policies is determined by a court or competent authority to be invalid, illegal, void, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to

make it valid and enforceable, and if such modification is not possible, it shall be deemed severed from these Terms and Policies. The remaining provisions shall remain in full force and effect.

14. ACCEPTANCE OF TERMS

- 14.1.** By requesting, booking, purchasing, paying for, receiving, participating in, or otherwise using any Service offered, arranged, facilitated, coordinated, marketed, or provided by the Company, the Client acknowledges that he/she has read, understood, and accepted these Terms and Policies and agrees to be legally bound by them.
- 14.2.** These Terms and Policies constitute the entire agreement between the Company and the Client in relation to the Services and supersede all previous discussions, representations, negotiations, understandings, communications, arrangements, and agreements, whether oral or written, relating to the same subject matter.
- 14.3.** The failure or delay of the Company to exercise any right, power, remedy, or provision under these Terms and Policies shall not constitute a waiver thereof, nor shall any partial exercise of any right or remedy preclude any further exercise thereof.
- 14.4.** If any provision of these Terms and Policies is found by any competent court or authority to be invalid, illegal, or unenforceable, such provision shall, to the extent required, be deemed severed and the remaining provisions shall remain in full force and effect.
- 14.5.** The Company reserves the right to amend, supplement, modify, update, or replace these Terms and Policies from time to time. Any such amendment shall become effective upon publication on the Company's website, communication to the Client, or otherwise being made available by the Company, and the continued use of any Service by the Client shall constitute acceptance of the amended Terms and Policies.

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