

## **TERMS - CONDITIONS & PRIVACY POLICY.**

### **Introduction**

These terms and conditions apply between you, the User of this Website – [www.poianacreastacosului.com](http://www.poianacreastacosului.com) (including any sub-domains, unless expressly excluded by their own terms and conditions), and **TMS PENSIUNE SRL**, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by **TMS PENSIUNE SRL** and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to **TMS PENSIUNE SRL** and accessing the Website in connection with the provision of such services.

### **Intellectual property and acceptable use**

1. All Content included on the Website, unless uploaded by Users, is the property of **TMS PENSIUNE SRL**, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
  1. retrieve, display and view the Content on a computer screen
  2. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
  3. print one copy of the Content
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of **TMS PENSIUNE SRL**.
4. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate

any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of “spam.” You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.

5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify **TMS PENSIUNE SRL** for all claims resulting from Content you supply.

### **Prohibited use**

6. You may not use the Website for any of the following purposes:
  1. in any way which causes, or may cause, damage to the Website or interferes with any other person’s use or enjoyment of the Website;
  2. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
  3. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Privacy Policy / GDPR**

7. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. **Data subject/User rights list, according to the EU GDPR Legislation (In force from MAY 25/2018)**
  - **The data subject’s right of access**
  - **The data subject’s right to rectification.**
  - **The previously mentioned right to erasure or right to be forgotten**
  - **The data subject right to restriction of processing.**
  - **The right to be informed.**
  - **The right to data portability.**
  - **The data subject right not to be subject to a decision based solely on automated processing**, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

For any information, concern or question do not hesitate to contact us at: [contact@poianacreastacosului.ro](mailto:contact@poianacreastacosului.ro)

### **Availability of the Website and disclaimers**

8. Whilst **TMS PENSIUNE SRL** uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
9. **TMS PENSIUNE SRL** accepts no liability for any disruption or non-availability of the Website.
10. **TMS PENSIUNE SRL** reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **Limitation of liability**

12. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
13. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
14. To the maximum extent permitted by law, **TMS PENSIUNE SRL** accepts no liability for any of the following:
  1. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  2. loss or corruption of any data, database or software;
  3. any special, indirect or consequential loss or damage.

### **General**

15. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
16. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
17. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
18. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
19. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

**22. TMS PENSIUNE SRL** is a company incorporated in Romania with Trade registered number J24/920/2009, Fiscal Code 26120736, whose registered address is Maramures, Budesti, Nr. 266, The Website: [www.poianacrestacocosului.com](http://www.poianacrestacocosului.com) Contact us at any time at: [contact@poianacrestacocosului.ro](mailto:contact@poianacrestacocosului.ro)

**Thank you**