

# WEBMARC

## TERMS AND CONDITIONS

**PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE USING THE WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS**

### **I. GENERAL**

These Terms and Conditions govern the access and use of the <https://webmarc.io> (hereinafter “**the Website**”) and of the services we offer on the Website. By accessing our website, you thereby agree that you have read, understood, and agree or consent to be bound by these Terms and conditions and our Privacy Policy.

”WEBMARC” is the commercial name WWWEBMARC.COM SRL is a company registered at the commerce register under number J27/472/2015, with registered office in the village of Izvoare, Dumbrava Roşie commune, at 2C Izvoare Street, block D1-2, in the Neamţ county, with the fiscal code 34814968 (hereinafter ”**WEBMARC**” or “**The Company**”).

Please carefully read the terms of use set below before you start using the Website. If you do not agree with any of the terms and conditions set below, you are not authorized to use the Website or any of the services available on the Website.

We reserve the right to modify, change and update these terms and conditions at any time. All changes are effective immediate. We do not guarantee that you can be notified regarding such changes, so it’s your sole responsibility to stay updated on any changes we may implement to the Terms and Conditions of the Website.

Such changes will only affect the relationship with the user for the future. The continued use of the Website will signify the user's acceptance of the revised Terms. If users do not wish to be bound by the changes, they must stop using the Website. If required by applicable law, WEBMARC will specify the date by which the modified Terms will enter into force.

In the event that any provision of these Terms and conditions is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms and conditions will remain in full force and effect. Any failure of WEBMARC to enforce any right or provision of these Terms and conditions will not be deemed a waiver of such right or provision.

In order to address a question, to resolve a complaint regarding the use of the Website or of the services, or to receive further information regarding the services, please contact WEBMARC via e-mail at [office@webmarc.io](mailto:office@webmarc.io).

## **II. ACCESING THE WEBSITE AND THE SERVICES**

In order to use Website and services you agree you are not under any legal interdiction to use the Website under any applicable law. If you are accepting these Terms of Use and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms and conditions, in which case the words "you" and "your" as used in these Terms and conditions shall refer to such entity.

Access to the website and the services is limited to individuals who are 18 years of age or older. By accessing the website and using the services, you represent and warrant that you are at least 18 years old.

In order to access certain features of the website and use the services, you may be required to register an account. You agree to provide accurate, complete, and up-to-date information during the registration process and to keep your account information up-to-date. You are responsible for maintaining the confidentiality of your account credentials and for any activity

that occurs under your account. The Company reserves the right to suspend or terminate your account at any time and for any reason, including if it determines that you have violated these terms and conditions.

### **III. PRIVACY**

In order to access the website or any of its features and services, you must explicitly consent to WEBMARC's privacy policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

WEBMARC reserves the rights to request additional information in order to grant you permission to use certain features and services on the Website. You are entirely responsible for the accuracy of the information you provide and the validity of the documents you may be requested to present.

### **IV. OWNERSHIP AND PROPERTY RIGHTS**

The architecture of the Website, its graphics, user interfaces, visual interfaces, symbols and representations, logos, artwork and computer code provided on the Website belongs to WEBMARC and is protected by copyright, patent and trademark laws, intellectual property law.

The Website in whole or in part may not be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution for any commercial purpose, without WEBMARC express prior written consent.

All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. All content uploaded, displayed, sold or bought on the Website and through the usage of Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder.



Any and all applicable statutory limitation or exception to copyright shall stay unaffected.

## V. RULES OF USAGE

The Website may only be used within the scope of what they are provided for, under these Terms and conditions and applicable law.

You are entirely responsible for the way you use the website and its services. By accessing and using the website and its service you agree that you will not use it in such manner that may cause any kind of damage or harm to others.

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Website or the available features or services.

WEBMARC cannot and will not be liable for any loss or damage arising from the usage of the website or for failure to comply with these Terms and Conditions or with any applicable law or regulations.

You agree to be responsible for all actions taken using your account, whether authorized by you or not, until you either close your account or notify the company that your account and has been compromised.

While using the website you are not allowed to engage in any criminal or illegal activities and you may not submit content that is illegal, offensive, or otherwise harmful to others. You will not take any action or use the website in any malicious way that could lead to technical problems or damage of the Website, its features of any of the services. WEBMARC may investigate and prosecute violations of these terms and conditions to the fullest legal extent. The company may notify and cooperate with law enforcement authorities in prosecuting violations of the law in relation to the usage of the Website or its services.

WEBMARC reserves the right to take any appropriate measure to protect its legitimate interests including by denying users access to the Website, terminating contracts, reporting any misconduct performed through the Website to the competent authorities – such as judicial or administrative authorities - whenever users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair WEBMARC's legitimate interests;

WEBMARC reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the user's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of WEBMARC.

## **VI. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Company will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to the use of the website or the services, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if the Company has been advised of the possibility of such damages. In no event will the Company's aggregate liability for all claims arising out of or related to the use of the website or the services exceed the amount paid by you, if any, for accessing the website or using the services during the six (6) month period immediately preceding the date on which the claim arose.

## **VII. INDEMNIFICATION**

The user agrees to defend, indemnify and hold harmless WEBMARC, its affiliates, licensors and service providers, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of:

- user's use of and access to the Website, including any data or content transmitted or received by the user;
- user's violation of these terms, including, but not limited to, user's breach of any of the representations and warranties set forth in these terms;
- user's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- user's violation of any statutory law, rule, or regulation;
- any content that is submitted from user's account, including third party access with user's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- user's willful misconduct; or
- statutory provision by user or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## **VIII. APPLICABLE LAW AND DISPUTE RESOLUTION**

These Terms will be governed by and construed in accordance with the laws of Romania, and the courts of Romania will have exclusive jurisdiction over any claim or dispute arising under or in connection with the usage of the Website or these Terms and Conditions.

Although the Website and its services may be available and accessible in other jurisdictions, each user hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over the jurisdiction mentioned above.

However, WEBMARC retains the right to bring any suit, action or proceeding against you for breach of these Terms and Conditions in your country of residence or any other relevant country. By accessing the Website, you waive any and all objections regarding the applicable law and jurisdiction.

## **IX. FORCE MAJEURE**

WEBMARC is not obliged to comply with the obligations set out in the present Terms and Conditions, as a result of a cause beyond its control, including but not limited to fortuitous

events (e.g., legal measures in war or strike situations, also then when they occur in third party companies, official measures taken by the authorities, failure of communication networks and portals of other providers, disruptions regarding network operators and other failures), other actions / inactions for which the administrators of the Website are not responsible.

Neither WEBMARC nor any Users shall be liable for failure to perform on time and / or for improper performance - in whole or in part - of any obligation incumbent on it under the present Terms and Conditions if the non-performance or improper performance of that obligation has been caused by force majeure / fortuitous event, as defined by the laws of Romania.

## **X. NO WAIVER**

WEBMARC's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## **XI. SEVERABILITY**

Should any provision of these Terms and conditions be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the remaining provisions, unless the severed provisions are essential or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.