

Website Terms of Use - Terms and Conditions

This document, hereinafter referred to as the "Terms and Conditions", is the service contract between the parties.

parties:

This document is concluded between:

You as Beneficiary (hereinafter referred to as the "Beneficiary") and Saint Angel SRL, with headquarters in Nazna, Mures County, 13C Violete Street, Romania, registered with the Trade Registry under no. J26 / 859/2007 with the unique registration number 21700260, as the supplier (hereinafter referred to as the "Provider"), with the IBAN account: RO67BRDE270SV26732252700-EUR or RO75BRDE270SV26732092700-RON opened at BRD Groupe Societe Generale.

Subject of the contract

The subject of this agreement is the consultancy offered to the recipient to use the myloft.ro application. For 15 days from the creation of an account on the site, the services offered under this contract will be free of charge, after which the services will be charged as follows: -consultancy for the use of the application for a period of 1 year: 15 euro

The consultancy offered to the beneficiary for the use of the application will be by e-mail (email), whenever the beneficiary's support is required for the normal performance of this contract.

For the avoidance of doubt, all intellectual property rights on the application belong to the service provider, and the recipient will only receive the right to consult for the use of the application.

Method of payment

The provider will issue the invoice to the beneficiary, on the basis of which the beneficiary pays the value of the consultancy services. The tariffs are set in euro, the value of the invoice is calculated in lei, at the exchange rate of the NBR, on the day of its issuance.

The valid payment is not returnable.

In case of non-payment, the provider has the right to interrupt the provision of services to the beneficiary. By discontinuing consultancy services in order to use the application, it is also understood to disable the account opened by the beneficiary on <http://www.myloft.ro>, until the payment of the invoice is made. After a period of deactivation of the beneficiary's account for more than 100 days, the provider has the right to delete the beneficiary's account definitively, with all the data that has been stored by him / her or third parties in the account.

By not extending the subscription or failing to pay the invoice within 10 days, the beneficiary expressly renounces the use of the application, respectively all the services provided by the provider

The contractual period starts from the date the service was activated and remains valid for the period selected by the beneficiary in the order form, ie the invoiced period.

Using the service

The agreement between the parties ends when the Beneficiary ticks the box "I agree to the Terms and Conditions of Use", followed by the completion of the order form with the Beneficiary's identification data and the payment of the services equivalent, using the PayPal payment or by bank transfer .

All services provided by the provider, through its advice, can only be used for legal purposes.

The Beneficiary has full responsibility for the use of the application.

The Beneficiary will not be able to claim damages and will not be able to hold the Supplier liable in the event of any claims arising from the use of the application.

Access to the application by unauthorized persons or without the right to use this product (whether this right has not been granted or has been granted and expired) is considered to be an unlicensed access to a computer system and is punishable by the applicable criminal laws . The provider reserves the right to notify the competent authorities of the time when they give indications of such access without right.

Change of agreement

The provisions and clauses agreed in this agreement have been agreed between the beneficiary and the provider in accordance with the law in accordance with the right of contractual freedom and are the legal basis for all services provided by the provider.

The Provider reserves the right to amend, change or add new terms and conditions to this Act, if necessary. Acceptance for the use of the services after the publication of these changes is the consent of the beneficiary to modify this "Terms and Conditions" document.

The amended agreement between the parties ends with the Beneficiary ticking the box "I agree to the Terms and Conditions of Use" to a new payment for the extension of the consultancy subscription in order to use the application.

Termination of services

The service provider may terminate irrevocably the provision of the service contracted under this agreement if the recipient did not comply with this agreement or if the recipient provided false information upon registration.

Responsibility of account information

The access by the beneficiary to his account on <http://www.myloft.ro> will be done with the email address with which he registered his account on <http://www.myloft.ro>.

The Beneficiary is responsible for maintaining the security of the account and is responsible for all activities that take place in his or her account and account.

The beneficiary agrees to notify the service provider in case of unauthorized access. The Provider assumes no liability for any loss or damage to the beneficiary and unauthorized access to his or her account. The Provider is not responsible in any way for the actions or omissions of the Beneficiary.

Major force

Force majeure designates any unforeseeable, unpredictable, insurmountable circumstance beyond the control of the Party which causes the non-execution or improper performance of any contractual obligation such as, but not limited to, natural disasters, interruptions to the Internet service, computer attacks, wars, rebellions, strikes, restrictions and / or other governmental decisions, etc.

Force majeure defends the party invoking it, subject to written notification within 5 (five) days of the occurrence of force majeure. In the case of Saint Angel SRL, the case of force majeure invoked may be announced on the Myloft.ro application site within 2 days of the end of the force majeure case, being considered as the above notification.

Final terms

The "Terms and Conditions" document is an agreement between the provider and the beneficiary that allows the use of the application and the consultancy for its use.

These Terms and Conditions are governed by Romanian law. Any controversy or claim arising out of or in connection with this Agreement, its application or interpretation, or any alleged violation, non-compliance or distortion in relation to any of its provisions that can not be settled amicably within 30 (thirty) of calendar days from the first written notification of those events will be settled exclusively and defined by a mutually agreed arbitrator.

If the parties do not reach agreement on an arbitrator within 60 calendar days of the first written notification, the courts of common law of Saint Angel SRL will be competent. (Mures county)

Annex to the Privacy Privacy Contract

Special provisions

1. According to the legal provisions imposed by the European Union by the General Regulation for the Personal Data Protection no. 679/2016, completed with the Romanian law in force, S.C. Saint Angel S.R.L. assumes the legal provisions and undertakes to administer safely and for declared purposes only, the personal data that are provided to you by means of our forms, emails or web applications.

2. According to the legislation in force, by Law no. 677 of 21 November 2001 and Regulation (EU) 2016/679 of 27 April 2016, for the execution of this contract, S.C. Saint Angel S.R.L. will collect and process the following personal personal data: Name, surname, e-mail, telephone, postal address.

3. Legitimate Intelligence for Processing

The processing of personal data is based on Article 6 (1) (f) GDPR the legitimate interest of S.C. Saint Angel S.R.L. is the performance of the activity and the execution of the Terms and Conditions contract offered to the beneficiary in order to use the myloft.ro application and web access to the web platform.

4. Collected personal data will be used for purposes

Conclusion and execution of the contract Terms and conditions offered to the beneficiary for the use of the myloft.ro application

Data processing in order to properly exercise the contract Terms and conditions

To complete the breeder / application user data on the pigeon pedigree template

E-mail, telephone, contract delivery information, notifications, or reports of identified offers

Drawing up the necessary tax trials according to the fiscal code in force and / or processing the payment

Enrollment of data in internal internal management documents of clients and contracts

Archiving of contracts and accounting documents issued for performance of the contract

5. The length of data retention in databases

The above-mentioned personal data will only be used for the purposes mentioned and will be maintained in the Saint Angel S.R.L. for a period of 12 months or until the applicant has notified in writing to the address protetyadatelor@myloft.ro or office@myloft.ro or by post to the address of the headquarters of Nazna village, Sin Craiu de Mures, Violetelor street no. 13C, Mures County, Romania, after which the applicant's data that is no longer needed will be destroyed and recorded in the data destruction log, and the data that requires the archiving will be archived.

6. Disclosures

By way of exception from the exposed cases, S.C. Saint Angel S.R.L. will not disclose any personally identifiable information about its users to third parties without first obtaining the express consent of the users in this respect.

At the same time, S.C. Saint Angel S.R.L. may disclose personal information when the law expressly so provides or when it is necessary to protect the rights and interests of S.C. Saint Angel S.R.L.

In conclusion, when you access the S.C. Saint Angel S.R.L. and you are asked to disclose information about yourself, you will only disclose this information to S.C. Saint Angel S.R.L., unless the service or information is provided in partnership with another site or service.

7. International transfer

Your data may be transferred to countries such as Member States of the European Union.

8. Rights of the data subjects

The most important provisions reinforce the rights of individuals, namely the right of access to data (Article 15), the right to rectification (Article 16), the right to be forgotten (Article 17), the right to restrict the processing (Article 18), the right to data portability (Article 20), the right to oppose (Article 21), the right not to be the subject of an automatic decision (Article 22), the right to compensation (Article 82), the right to file a complaint (Article 77) in the event of a violation of the rights of the data subject guaranteed by GDPR - EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. At the same time, you have the right to oppose the processing of your personal data and to request the deletion of all or part of it. For the exercise of these rights, you may address a written request to S.C. Saint Angel S.R.L. to the address from the contract. You are also granted the right to address to justice for any violation of your personal data processing rights.

9 Acceptance of the contract

a. By completing the online user account opening form and accepting the contract in electronic format (tick box I agree to the Terms and Conditions), the Provider confirms and agrees that the services are provided under the terms of this Agreement;

b. The Agreement will enter into force on the date when it was signed by all the Parties, in accordance with point 9.C).

c. The contract will be completed in electronic format by ticking the box "I agree with the Terms and Conditions" on the online completion of the Beneficiary's account creator's form, available on the Providers' websites. In the case described in the previous sentence, the Contract will be terminated as soon as the Provider sends the message (in electronic form) by e-mail or a written notice to the

Beneficiary containing the information that the request for new user account creation has been approved. The Provider may refuse to terminate the Contract for any reason and without any obligation or to make specifications in this respect, which will be notified to the Beneficiary in the manner specified in the previous sentence.

d. The recipient will select the desired service package from the order form by accessing the NEW PAY button found after logging in to his or her user account.

e. The Beneficiary confirms that he has access to the application, has read and agrees to assume responsibility under the terms of this Agreement.

10. General Provisions

The use of personal data for purposes other than those described above or for marketing through the transfer of data to third parties other than those mentioned above is strictly forbidden. Please be advised that your personal contact details will be retrieved in our database for the performance of the Terms of Service agreement. The way we take care of the personal data you have provided is part of our responsibility.

11. Following the application of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data ("GDPR") from 25 May 2018, we have updated the agreement to process personal data for direct marketing purposes. Personal data will be collected and processed by S.C. Saint Angel S.R.L. only for declared purposes (execution of a contract), the confidentiality of your data plays a very important role for us.

12. For the protection of personal information, S.C. Saint Angel S.R.L. uses encryption technologies for certain types of transmissions coordinated through this site. Even if we offer these technologies together with other confidential information protection measures and ensure the appropriate security, we do not guarantee that the information transmitted over the Internet is secure, or that these transmissions will not be delayed, interrupted, intercepted, or will not make errors, do not belong to SC Saint Angel S.R.L ..

13. We process your personal data (for example: name, first name, e-mail, telephone, postal address, etc.) for contractual purposes. One or more of these data may be communicated to S.C. Saint Angel S.R.L. for the purposes mentioned above according to the legislation in force.

14. Personal information may be transferred outside the country, including to countries that do not offer the same level of protection of personal information, for the purposes that have been declared or for storing the data. SC Saint Angel S.R.L. undertakes to protect the security and confidentiality of personal information when transferred. In such cases of transfer, we will provide adequate protection either by appropriate contractual provisions or as required by law.

15. S.C. Saint Angel S.R.L. may disclose personal data to its own employees in accordance with their specific duties and internal regulations and only for the purpose for which they were communicated to S.C. Saint Angel S.R.L., commercial partners of S.C. Saint Angel S.R.L. (other companies with whom we

can develop joint marketing programs for our products and services, couriers, site hosting providers), but only after ensuring that they have respected their privacy and current legislation. An exception to the previous rule is when the transfer / access / viewing of the data is requested by the competent authorities in the cases provided by the regulations in force at the time of the event.

16. S.C. Saint Angel S.R.L. has adopted adequate and reasonable internal - technical and security measures - against unauthorized access, accidental destruction or accidental loss of data.

17. S.C. Saint Angel S.R.L. can not be held responsible for loss of data resulting from a cause not covered by us or for the actions of third parties who may use your data in an unauthorized or unlawful manner.

18. The most important provisions reinforce the rights of individuals, namely the right of access to data (Article 15), the right to rectification (Article 16), the right to be forgotten (Article 17), the right to restrict the processing (art. 18), the right to data portability (art. 20), the right to object (art. 21), the right not to be subject to an automatic decision (art.22), the right to indemnity a complaint (Art. 77) in the event of a violation of the rights of the data subject guaranteed by the GDPR - EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. At the same time, you have the right to oppose the processing of your personal data and to request the deletion of all or part of it. For the exercise of these rights, you may address a written request to S.C. Saint Angel S.R.L. at the e-mail address protectiadatelor@myloft.ro. You are also granted the right to address to justice for any violation of your personal data processing rights.

19. The GDPR also regulates security and privacy issues of personal data used by Cookies. In this regard, we have prepared and updated a special cookie policy page where we have extensively explained what cookies are, what they are used for, what type of data they collect, and how they can be deleted or restricted .

20. If you have more questions about GDPR, personal data protection, the use of Cookies or other questions of any kind, you can write to us at protectiadatelor@myloft.ro and we will respond with great pleasure.

21. Please check every time you use our Personal Data Processing Policy site to keep up-to-date with it.

22. Upon completion of the processing operations, the recorded data may be transferred, in whole or in part, to any other legal entity in compliance with the special legislation in force, provided that they are used for purposes similar to those set out in this document.

23. For the erroneous recording of personal data caused by the S.C. Saint Angel S.R.L. does not assume any responsibility. We point out that no information security program is infallible.

24. This document constitutes an official notification from the S.C. Saint Angel S.R.L. made on the basis of our legal obligations.

25. S.C. Saint Angel S.R.L., is headquartered in Str. Violetelor nr. 13C, Loc. Nazna, registered with the Trade Register under no. J26 / 859/2007, identified by CIF 21700260, e-mail protectiadatelor@myloft.ro, phone 0740 095 788.

26. We encourage you to read the documentation made available through our site: Privacy Policy, Cookie Policy, and Terms of Use.

26. S.C. Saint Angel S.R.L. is a responsible and very careful partner in terms of customer data, adapting to all legal requirements to provide our customers with exceptional experiences with us in an appropriate and secure environment.