



TERMS AND CONDITIONS

www.bad-habits.ro

1. General provisions

The online Platform www.bad-habits.ro is offered to you by **BAD HABITS COMMUNICATION S.R.L.** (hereinafter referred to as "the *Controller*", "the *Company*" or "*Bad Habits*") based in Romania, Brasov county, Beclean village, Beclean commune no. 318, registered at the Trade Register under no. JO8/2568/2021, having the Unique Registration Code (C.U.I.) 44868957.

These Terms and Conditions apply to www.bad-habits.ro website owned by Bad Habits Communication S.R.L..

Bad Habits reserves the right to make changes to the content of this site, as well as to these Terms and Conditions, without any prior notice to Users. In the event of any discrepancy or disagreement between our Company and you as a User, the Terms and Conditions valid at the time of use of the Platform shall apply.

2. Definitions

"Website/ Platform/Site" – the online Platform www.bad-habits.ro ;

"Document" - this version of the Terms and Conditions;

"Content" includes the following elements:

- a. all information available on the Site that can be visited, viewed or otherwise accessed through the use of digital equipment;
- b. the content of any e-mail sent by the Company to the Users interacting with the Site by electronic means and/or any other available means of communication;
- c. any information communicated to the User by any means whatsoever by an employee or collaborator of the Company, according to the contact information specified by such User;
- d. data relating to Bad Habits or other privileged data of the Company.

"User" - the natural person who browses the Site or interacts, in various forms, with it and has access to the Content;



”Personal Data” - means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

”Personal data controller” - the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law. As far as the Site is concerned, the data controller is represented by Bad Habits;

”Consent of the data subject” - any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her;

”Processing” - any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

3. General Policy

3.1. General provisions

The document sets out the terms and conditions of use of the Site/Content by you as a User. You are kindly requested to read this Document carefully in order to prevent possible undesirable or unpleasant consequences, which can be appreciated by you as having a negative impact on your data and/or information provided to the Company.

3.2. Website Content

The website contains information and presentations about the services provided by Bad Habits namely:



- Digital strategy;
- Creative concept & development;
- Technical development & implementation;
- Social Media & Influencers Management;
- E-mail Marketing strategy & implementation;
- Video development.

Through the website you have access to the brand portfolio as well as to case studies from the range of services offered by Bad Habits.

Bad Habits is always looking for innovative talent to join the Company's team. Thus, if you are interested in becoming part of our team, we invite you to submit your CV or portfolio *via* e-mail to office@bad-habits.ro. By clicking the "Apply Now" button you will be redirected to the page of the e-mail service you are using.

To receive an offer for the services offered by Bad Habits, we invite you to send us a request at the e-mail address: office@bad-habits.ro or by clicking on the "Get in Touch" button which will redirect you to the page of the e-mail service you are using.

Therefore, in case of connection to a third-party website, these Terms and Conditions will no longer be applicable to the your navigation on that website. Thus, from the moment of your redirection, the Company does not assume responsibility in any situation regarding the policies and Terms and conditions applicable on the respective online platform.

By using the Site, you are solely responsible for all activities that result from your use of the Platform. You are also liable for any material, intellectual, electronic or other damage caused to the Site or the Content made available by the Comapany, in accordance with the national legislation in force.

3.3. Intellectual Property

The name of the Site, all content presented or displayed or sent to the User including, but not limited to: the overall design, text, graphics, photos, images, moving images, sound, illustrations are the property of the Bad Habits or as the case may be, the Company holds a right of use over



them, being protected by copyright, trademark and other intellectual property rights laws and may not be taken, copied or used without the written consent of their owner/holder.

The name "Bad Habits", the logos and symbols associated with it, as well as combinations thereof with any word, graphic symbol or in any other form used on the Site/ Content are registered trademarks and are the exclusive property of Bad Habits Communication S.R.L. They may not be used in any way by third parties without our prior written consent.

The Company declares on its own responsibility that the entire content of the Website is original and that it uses resources (images, video, text, specifications etc.) with the acceptance of the source (producer, distributor, supplier etc.), without infringing the Law no. 8/1996 on copyright and related rights.

You may not modify any of the aforementioned materials and may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell information or content contained on the www.badhabits.ro Site.

With the exception of actions permitted by applicable copyright law, you are responsible for obtaining permission before using any copyrighted material that is made available by Bad Habits.

Any Content to which you have or obtain access by any means is subject to the Document if the Content is not accompanied by a specific and valid use agreement entered into between Bad Habits and the User and without any implicit or express guarantee made by the Company with reference to that Content.

The communication of any information or data in the form of a message, text, image, audio and/or video file or any other type of material, regardless of the manner of publication or transmission (public or individual), by any natural or legal person, other than the Company, shall be the sole responsibility of the person to whom such material belongs, the Company not being in any way responsible for the content or manner of publication of such communications.

If the Bad Habits grants you the right to use, in the form described in a separate User agreement, a specific Content to which you have or obtain access as a result of this agreement, this right extends only to that or those Content(s) defined in the agreement, only for the duration of the existence of that or those Content(s) on the Site or the period defined in the agreement, according to the conditions defined therein, if they exist and do not represent a contractual commitment on the part of the Company for the said User or any other third party who gets access to this Content



transferred, by any means and who could be or is harmed in any way by this Content, during or after the expiry of the use agreement.

No Content transmitted to you, by any means of communication (electronic, telephonic etc.) or acquired by you by accessing, visiting or viewing does not constitute a contractual obligation on the part of the Company or the employee/ collaborator of the Company who has facilitated the transfer of the Content, if appropriate.

Any use of the Content for purposes other than those expressly permitted by the Document or provided for in a separate usage agreement, if any, is prohibited.

You shall be liable for any intellectual damage caused to the Site, the Content or any third party/partner/collaborator with whom Bad Habits has concluded contracts, in accordance with the Romanian legislation in force.

4. Contact information

The Company publishes on the Site its complete and correct identification data, so that contacting it by the User is easy.

For this purpose, we invite you to contact us at the e-mail address: office@bad-habits.ro, which can also be done by clicking on the "Get in touch !" button, to be redirected to the page of the e-mail service you are using.

Access to the Site, the use of the information presented in this document, visiting the pages or sending e-mails to the Company may be made by electronic means of communication or any other means of communication available to the parties.

Thus you are considered to have consented to receive notifications from Bad Habits electronically including communications by e-mail and/or by telephone, if you provide us with a valid number for this purpose, or by means of advertisements published on the Site.

Bad Habits reserves the right not to respond to all requests of any nature, especially if they are unfounded/abusive, received by any means of communication.

You expressly declare that the contact data provided for the purpose of contacting the Company belong to you (*for example: name and surname, e-mail address, telephone number etc.*) and that



these data may be used by Bad Habits in its communications with you, in order to solve any requests, but also to provide additional information, at the your request.

5. Personal data privacy

The Company, as Data Controller, makes every effort to ensure that it protects and respects the confidentiality of personal data belonging to its Users by implementing appropriate technical and organizational measures, in accordance with the requirements of Regulation No 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Law No 190/2018 on the implementation of the General Data Protection Regulation and good practices in data processing.

The information you provide will be stored by the Controller in electronic format and will not be provided to any third party, other than those directly involved in providing the specific services of the Site.

For more details on the processing of personal data that the Controller carries out in the context of browsing the Site or interacting with it, the data subject shall consult the Privacy Policy available on the Site.

6. Dispute resolution

By using/visiting/viewing etc. the Site or any Content sent by Bad Habits by any means, you agree at least to these Terms and Conditions.

This Document is deemed to have been concluded in Romania and, consequently, is governed by the legal provisions applicable in Romania. Any dispute regarding the Document that may arise between the User and the Company shall be settled amicably.

If an amicable settlement of the dispute is not possible within 30 days from the registration of the complaint, it will be settled by the competent court at Company headquarters.

The Company shall not be liable for any losses, costs, lawsuits, claims, expenses etc. if they are directly caused by non-compliance with the Terms and Conditions.

If any of the above clauses shall be found void or invalid for any reason whatsoever, such clause shall not affect the validity of the remaining clauses of this Document.



7. Final clauses

Bad Habits reserves the right to make any changes to the provisions of this Document, as well as any changes to the Site or its structure, including changes that may affect the Site or any Content, without prior notice to the User.

Bad Habits cannot be held responsible for any errors that may occur on the Site due to any cause, including due to modifications, settings etc., that are not made by the Site administrator.

The Company reserves the right to place advertising banners of any kind or links on any page of the Site, in compliance with the legislation in force.

In case there are any questions/suggestions regarding the Platform, you can contact us at the at the e-mail address: office@bad-habits.ro.

BAD HABITS COMMUNICATION S.R.L.