

In using this website you are deemed to have read and agreed to the following terms and conditions: The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

## 01. Terminology

"Client", "Users", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### 02. About us

Welcome to our website, www.euqartis.com. The website is provided by Equartis acrhitects, a company registered under number 23816670 in Romania.

#### 03. Use of this website

These terms and conditions together with the Privacy Statement set out the rules for your use of our website and by accessing our website, you agree to these terms and conditions.

We may from time to time vary these terms and conditions without notice. You should check these terms and conditions regularly to ensure you are aware of any changes. If you continue to use this website after changes are made to these terms and conditions, you will be deemed to have accepted such changes. If you do not agree to such changes, you should not continue to use this website.

#### 04. Our Materials

We are the owner or licensee of all intellectual property rights in our website, and in all information, images and other content published on it. This excludes any content you submit on our website including your name, biographical information and all other nicknames, likenesses, graphics, logos, marks, text, images, photographs and all other information and material you submit on our website and such content submitted to our website by other users.

All copyright in our materials is expressly reserved to us or the respective licensors.

We expressly reserve all rights in and to www.equartis.com, our logo and all other related service marks, trading names or other trade marks relating to our services. Other trade marks, products and company names mentioned on the website may be trade marks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

You may only view, print out and use the website and our materials on a single device for your own personal, non-commercial use. When you use our website and/or any materials, you must not reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this website and/or our materials in any way including for any commercial purpose, without our prior written consent.

Any use of our materials is subject to you acknowledging that we are authors of our material and website.

## 05. Unacceptable Content

If you find any content on the website to be in any way offensive, obscene, defamatory, racist, harmful, inaccurate, unlawful, illegal, infringing of any third party rights, deceptive in any way or otherwise in breach of our content standards, please notify us by emailing us at mail@equartis.com using the subject heading "Unacceptable content".

We take complaints seriously and on receipt of your complaint we may at our discretion remove or block access to the content complained of and will investigate whether the content breaches our content standards or these terms and conditions.

## 06. Information on the website

Please note that commentary and other materials posted on our website are not intended as advice and should not be relied upon as such. To the maximum extent permissible by law, we disclaim all liability and responsibility arising from any reliance placed on such information.

We may suspend access to our website, or close it indefinitely. Please note that any of our materials on our website may be out of date at any given time, and we are under no obligation to update such material.



We allow you to access our website on a temporary basis but please note that we may withdraw or amend the service without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

## 07. Third party sites and content

Our website and/or our materials published or available for download on the website may contain links to third party websites. These links are provided for your information only, and if you decide to visit any third party site or provide information to any third party website, you do so at your own risk. We have no control over the content of those sites, and we are not responsible for the content of any third party websites linked from our website. Links do not imply that we or our website are affiliated to or associated with such sites.

## 08. Linking to our website

We're happy for you to link to our website, provided you do so for non-commercial purposes, and in a way that is fair and legal and which does not damage our reputation or take advantage of it. To avoid any doubt, you must not link to our website from a linking site which contains any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.

You are not entitled to link to our website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Please do not remove or obscure by framing or otherwise, advertisements, the copyright notice, or other information published on our website. Our website must not be framed on any other site. We may withdraw linking permission at any time by notice to you.

## 09. Privacy and your personal data

The privacy of your personal information (such as your name, email address, address and other contact details) is important to us.

Please see our Privacy Statement for details of how we may process your personal information.

### 10. Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

#### 11. Indemnity

You agree to indemnify us, our group companies and our respective directors, officers, employees and keep indemnified from and against all claims, liabilities, losses and expenses suffered by such persons arising out of our use of your content and/or any breach by you or any of these terms and conditions.

# 12. Our liability

Nothing in these terms and conditions shall affect your statutory rights, and nothing in these terms and conditions shall exclude our liability for death or personal injury arising through negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by us by law.

Our materials displayed on our website are provided without any guarantees, conditions or warranties as to their accuracy.

### 13. To the fullest extent permissible by law:

- we shall not be liable for any loss caused as a result of your actions or inactions based on the materials and content available on this website;
- we expressly exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this website, our materials and/or all services supplied by us in connection with this website.

In particular we do not represent or warrant that the website will be error-free, free of viruses or other harmful components, or that defects will be corrected;

We do not accept liability for any failure to maintain the website and/or late or failed delivery of any materials.



We may suspend access to the website periodically to carry out emergency or scheduled maintenance or for any other reason at any time; and we shall not be liable under these terms and conditions for any indirect, special, incidental or consequential damages or otherwise (including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill and/or wasted management or office time), however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if we have been advised of the possibility of such damages.

# 14. Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

## 15. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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