

GENERAL TERMS AND CONDITIONS

By using this website, you agree to these terms of use:

This document sets out the terms and conditions under which you may use the website www.spheragroup.com.

The access and use of the website are subject to the following rules, under the terms and conditions below. The use of the website as a visitor and / or user, as well as the access to the services provided by it, implicitly involve the acceptance, without limitations and clarifications, of all terms and conditions, with all the consequences resulting from their acceptance, taking into account that any other agreements between you and **SPHERA FRANCHISE GROUP S.A.** are replaced by the provisions of these Terms of Use. If you do not agree or do not accept, without limitations or clarifications, the Terms of Use of this website, please leave it.

The website www.spheragroup.com is managed by **SPHERA FRANCHISE GROUP S.A.**, with headquarters in Bucharest, 239 Calea Dorobanților, office / room 4, 2nd floor, district 1, registered with the Trade Register attached to Bucharest Court under no. J40/7126/2017, having the fiscal registration code 37586457.

1. ACCESS:

The purpose of using the website is to obtain information and access to the services provided by it. Any use for other purposes than this is not allowed. In order to obtain access to the website and to the services and information made available through it, you must obtain access to the World Wide Web, directly or through other devices through which Internet services may be accessed, paying any fee associated to said access. In addition, you must have all the necessary equipment to make this connection to the World Wide Web, including a computer and a modem or other access equipment.

SPHERA FRANCHISE GROUP S.A. does not undertake the responsibility for the security of this website or your communication line with it. By the term "visitor" of the website, it means any natural or legal person who shall access the website. By the term "user" of the website, it means any "visitor" who fills in a contact form as a "user".

We reserve the right to make amendments to these Terms and Conditions and any amendments of the website www.spheragroup.com, without prior notice. By accessing the Terms and Conditions webpage, you may always read the latest version of these provisions.

2. COPYRIGHT, BRAND AND INTELLECTUAL PROPERTY:

SPHERA FRANCHISE GROUP S.A. provides free access to the website and authorises you to view, print and transmit the information existing on the website for personal, non-commercial purposes only. The copyright for the information existing on this website is owned by **SPHERA FRANCHISE GROUP S.A.** or its affiliates / partners. No material on this website may be reproduced in part, in whole or amended without the express written permission of **SPHERA FRANCHISE GROUP S.A.**

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SPHERA FRANCHISE GROUP S.A. or third parties may provide authorised, through the website, links ("links") to other World Wide Web pages or resources. **SPHERA FRANCHISE GROUP S.A.** does not guarantee, is not and may not be responsible in any way for their availability, form, content, advertising, the products or other materials available on said websites. **SPHERA FRANCHISE GROUP S.A.** shall not be responsible or liable to pay damages, directly or indirectly, for any damage or loss caused or allegedly caused by / or in connection with the use or reliability in the information, content, goods or services made available by said websites.

The reproduction, copying, multiplication, sale, resale or exploitation of a part of the services, access or use of the services or information made available by **SPHERA FRANCHISE GROUP S.A.** through the website in a way that breaches the Romanian or international law in matters of copyright and intellectual property, involves the civil or criminal liability for such actions.

SPHERA FRANCHISE GROUP S.A. reserves the right to prevent by any means and to demand the penalty under the law into force of the persons involved in the destruction or alteration of the website, its content or security or the attempt to attack or discredit **SPHERA FRANCHISE GROUP S.A.** or its partners, their products, services and employees. Any dispute relating to this website is within the jurisdiction of the courts of common law in Romania.

In order to claim the intellectual property rights you may use the e-mail address: contact@spheragroup.com.

3. RULES FOR USE:

Are not allowed:

- copying, multiplying, distributing, archiving or keeping by any means, including electronic, magnetic or computerised means, the materials and information existing on this website;
- the attempt to intervene, by any means, to the content of this website, deleting or amending by any means, the materials and information published, or the attempt to do so;
- the attempt to scan, probe or test the vulnerability of any system in the **SPHERA FRANCHISE GROUP S.A.** network or accessing any servers or services in the **SPHERA FRANCHISE GROUP S.A.** network that are not public, without the express written permission from **SPHERA FRANCHISE GROUP S.A.**;
- the attempt to intervene with the operation of the hosting servers or the **SPHERA FRANCHISE GROUP S.A.** network by any means, including attacking them by “flooding” or “DOS”;
- using any e-mail addresses published through the website for their distribution on mailing lists or for sending commercial e-mails (“spamming”) or for any purpose other than sending legitimate personal e-mails, without the written consent of the owners of these addresses;

Breaching any of these rules entails the civil or criminal liability. **SPHERA FRANCHISE GROUP S.A.** shall investigate the facts that involve such breaches, cooperating with the authorities in order to prevent such breaches.

4. AVAILABILITY OF THE SERVICE

SPHERA FRANCHISE GROUP S.A. reserves the right to amend or suspend, temporarily or permanently, partially or totally, the services made available to visitors and users through this website, with or without prior notice. **SPHERA FRANCHISE GROUP S.A.** is not liable to users, to any third-party natural or legal person or to any institution for amending, suspending or interrupting the services available through the website. **SPHERA FRANCHISE GROUP S.A.** may change, at any time, the content and terms of use of the website. The new terms become effective when they were made public by entering them on this website and are not retroactive.

5. EXEMPT OF LIABILITY

By accepting to use this website, you expressly and implicitly state that you understand that you agree to the following:

- the use of the website is at your own risk;
- **SPHERA FRANCHISE GROUP S.A.** is expressly relieved from all liabilities whatsoever, expressed directly or indirectly, including, but not limited to, indirect sale guarantees or compliance with the specifications for a particular purpose.

SPHERA FRANCHISE GROUP S.A. does not provide any guarantee that:

- the information shall meet all your requirements;
- the services shall be uninterrupted, in time, secure or free of errors;
- the results that may be obtained from the use of the information on the website shall be accurate and reliable;
- the quality of any products, services, information or other materials purchased or obtained by you through the website shall meet all the requirements;
- any programme error shall be corrected.

The user is the only person responsible for any damage caused to the computer systems or network from which he / she accesses the website or any other data loss that may result from downloading of information and services from the content of the website. No advice or other oral or written information obtained from the website or through the website services shall constitute a guarantee, unless it is expressly provided in the terms and conditions of use.

6. LIMITATION OF LIABILITY

SPHERA FRANCHISE GROUP S.A. shall not be liable for any direct, indirect, accidental, special damages, including, but not limited to, damages for profit losses, goodwill, possibility of use, data or other intangible or immeasurable losses (even if **SPHERA FRANCHISE GROUP S.A.** has been previously informed of the possibility of the occurrence of such losses), resulting from:

- the use or impossibility to use the information on the website;
- the cost of purchasing complementary goods or services resulting from any goods, data, information or services purchased or obtained, received messages, transactions initiated by / from the website;
- the unauthorised access to, or damage of the transmissions or user data;
- the statements or actions of any third party on the services on the website;
- any other issue related to the services on the website.

If any material made available on the website, posted on the website by third parties or users is deemed of breaching the copyright or any other rights, it is necessary to report this situation to the mailing address in Bucharest, 239 Calea Dorobanților, 2nd floor, District 1, or to the e-mail address contact@spheragroup.com.

This website is provided in this form without any other guarantees. **SPHERA FRANCHISE GROUP S.A.** is not and may not be held responsible for inconsistencies, unavailability or other defects of this website or its content.

7. CONFIDENTIALITY AND PERSONAL INFORMATION

According to the requirements of Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, amended and supplemented and of Law no. 506/2004 regarding the processing of personal data and the protection of privacy in the electronic communications sector, **SPHERA FRANCHISE GROUP S.A.** must safely manage and for the purposes stated only, the personal data you provide us about you, a member of your family or any other person.

SPHERA FRANCHISE GROUP S.A. shall not undertake and, by default, shall not collect your personal data.

According to Law no. 677/2001, you benefit of the access, action right on the data, the right not to be subjected to an individual decision and the right to appeal to the court. At the same time, you have the right to oppose to the processing of your personal data and to request the deletion of the data. In order to exercise these rights, you may contact us by e-mail at contact@spheragroup.com or with a written request, dated and signed, at the mailing address in Bucharest, 239 Calea Dorobanților, 2nd floor, District 1. You are also granted the right to appeal to the court. Your data shall not be transferred abroad. If some of your data are incorrect, please inform us as soon as possible.

SPHERA FRANCHISE GROUP S.A. undertakes not to disclose the users' e-mail address and not to disclose to a third party if it is not among the partners expressly agreed, unless this is necessary to comply with the law and / or the judicial procedures.

SPHERA FRANCHISE GROUP S.A. is not liable for the attacks aiming theft or vandalism and that could lead to the disclosure or compromise of data.

SPHERA FRANCHISE GROUP S.A. does not undertake any responsibility for the situations in which the user publishes his / her address or any other personal data, on its own initiative, in a public message, on any of the pages of the website.

The website uses "cookies" to identify the users. They do not contain any personal data of the user and do not pose a risk if they are intercepted by third parties. If the browser is configured not to accept them, certain webpages may not work partially or totally.

SPHERA FRANCHISE GROUP S.A. reserves the right to amend, review, and supplement these rules at any time. Any amendment shall be made public on this webpage and shall effectively enter into force upon posting it on the website.

8. POLICY OF USE FOR COOKIES

Cookies are data that a website transfers on the hard disk of a person in order to store them. Cookies are an industry standard and are used by most websites, including those managed by us, facilitating the permanent access of a user to a website. This technology allows us to adapt the website to your needs. If you do not want these information to be collected by using cookies, there is a simple process in many browsers that allows you to reject or to accept the cookies features / functions. However, please note that these Cookies may be necessary to provide certain facilities of our online services.

Google, as a third-party provider, uses cookies to distribute ads on various websites on the internet that you may access. Using the DART cookie module by Google makes the distribution of ads possible to you based on your accessing of the website www.spheragroup.com and other websites on the internet.

The users may give up using the DART cookie module by consulting the privacy policy of Google's advertising and content networks.

How to avoid cookies?

You may avoid cookies by changing your browser settings. You may also delete the existing cookies. Please read in the "Help" section of the browser on how to proceed. Learn more about cookies, including how to view their settings and how to manage or delete them.

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We use cookies to withhold your options (browser settings and plug-ins) to store the user information on our website in order to improve the services that we provide or in order to send messages regarding our products, according to your interests.

For how long are our cookies active?

The cookies that we use are installed for a period between 3 months to 2 years; of course they may be removed sooner.