# **Terms of Use**

Please read these terms of use carefully before using mobile application!

#### **Conditions of use**

By using this mobile application, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the mobile application accordingly. SmartTech only grants use and access of this mobile application, its products, and its services to those who have accepted its terms.

## **Privacy policy**

Before you continue using our mobile application, we advise you to read more about GDPR <a href="https://gdpr.eu/what-is-gdpr/">https://gdpr.eu/what-is-gdpr/</a> regarding the user data collection. It will help you better understand our practices.

## **Intellectual property**

You agree that all materials, products, and services provided on this mobile application are the property of SmartTech, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the SmartTech's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant SmartTech a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

#### **User accounts**

As a user of this mobile application, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the mobile application, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

#### Applicable law

By visiting this mobile application, you agree that the laws of the Romania, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between SmartTech and you, or its business partners and associates.

### **Disputes**

Any dispute related in any way to your visit to this mobile application or to products you purchase from us shall be arbitrated by state or federal court Romania and you consent to exclusive jurisdiction and venue of such courts.

### Indemnification

You agree to indemnify SmartTech and its affiliates and hold SmartTech harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

# **Limitation on liability**

SmartTech is not liable for any damages that may occur to you as a result of your misuse of our mobile application.

SmartTech reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between SmartTech and the user, and this supersedes and replaces all prior agreements regarding the use of this mobile application.