

TERMS AND CONDITIONS

1. INTRODUCTION

Definitions:

- “terms and conditions” mean this user agreement, which is assumed by users by accessing the website www.anysensor.ro;
- the term “user” means the registration of a natural or legal person on the www.dasstec.ro website, with all identification data;
- “beneficiary” means the natural or legal person who pays the provider the price in exchange for the action carried out by the latter on the www.anysensor.ro website;
- ‘provider’ means the natural or legal person who performs a service for the beneficiary on the www.dasstec.ro website in return for payment by the latter of the price for the transportation;
- “the website” means www.anysensor.ro; “the application” means www.dasstec.anysensor.ro.

The terms and conditions regarding the services offered by SC DASSTEC B2B SRL constitute an agreement between SC DASSTEC B2B SRL and the users. This agreement sets out the general terms and conditions of use of the website www.anysensor.ro, which are made available by SC DASSTEC B2B SRL. By using the website/application, users express their agreement to be incident and applicable to the provisions of these terms and conditions.

This document sets out the terms and conditions under which the website/app may be used. The term “User” of the website includes any natural or legal person who will access the website and/or application. Access and use of the Site will be subject to these terms and conditions as set out and detailed below. Use of the site and/or the application implicitly implies acceptance of these terms and conditions, with all the consequences and implications arising therefrom. If users do not agree to these terms and conditions of use, please do not access the website or the application.

If any provision of this chapter “Terms and Conditions” and Policy Privacy is considered invalid by the competent courts, the invalidity of such provision shall not affect the validity of the other provisions of the “Terms and Conditions” and Policy Privacy, which shall remain in force. These “Terms and Conditions” and Policy Privacy constitute in their entirety an agreement concluded between the users and SC DASSTEC B2B SRL regarding the use of the www.anysensor.ro website and the application www.dasstec.anysensor.ro, constituting the only agreement between them and SC

DASSTEC B2B SRL and regulating the use by the users of the services offered by SC DASSTEC B2B SRL.

2. PURPOSE OF USE

Users' sole purpose for accessing and using the www.anysensor.ro website and the application www.dasstec.anysensor.ro is to obtain information of the nature provided by the website and to access these services offered through the website. Any use for purposes other than this is strictly prohibited. Any user visiting this site does so at his/her own risk. The materials and information contained in this site are provided for general information purposes only and are not accompanied by any warranties of any kind, express or implied.

The service offered by SC DASSTEC B2B SRL through the website www.anysensor.ro and the application www.dasstec.anysensor.ro, consists of:

- 1) online access to the database of services published on the website,
- 2) monitoring and informing users about changes to these services.

3. REGISTRATION

Users provide, upon registration, a series of personal data, such as - but not limited to - first and last name, date of birth, e-mail, telephone, location, place of residence, etc. This data must be current, clear and complete. Users are obliged to update this data whenever changes occur. If the information provided by users is found to be false, incomplete or outdated, we reserve the right to terminate this User Agreement and deny users access to the Services.

All sensitive data that users provide to us when creating an account and/or subsequently by editing their profile as well as private messages are confidential and will not be disclosed to any third party, except where we are required to do so by law. For details on how we process personal data, please refer users to the Privacy Policy available on the website.

4. ACCOUNT AND PASSWORD (where applicable)

In the registration form users will be asked to choose an account name. We have the right to refuse any account name that:

- may create confusion;
- may offend in any way a person, entity or group;
- could be construed as obscene;

- contains your e-mail address, telephone number.

Users may cancel their account at any time and for any reason, and at our discretion, we have the right to deny users access at any time and for any reason without prior warning.

Users are solely responsible for the security of their account and password, and for any activities conducted on the site through their account.

Each user will only have one account on the site. If we discover that the same user has more than one account at the same time, we reserve the right to cancel them and even ban that user from the site.

In order to ensure the security and quality of the services we offer, we reserve the right to archive the accounts of Users who have stopped using our services.

5. IDENTITY THEFT

We inform users that the theft of personal data is a crime and is punishable under current legislation.

By filling in the registration form on the website, accepting the Terms and Conditions and Privacy Policy, each user declares and guarantees that the data provided are real and assumes the legal consequences arising from providing false data.

We assure you of our full availability and cooperation in case you become aware of any identity theft and we will provide all necessary information to the state bodies authorized to deal with such cases, if necessary.

6. COPYRIGHTS

SC DASSTEC B2B SRL provides free access to the site and authorizes users to view and access the information on it. No material on this site may be reproduced in whole, in part or modified without the express, written permission of the copyright holder.

SC DASSTEC B2B SRL assumes no responsibility for the content of any material presented on the site www.anysensor.ro and the application www.dasstec.anysensor.ro, and cannot be held liable in any way. All materials are presented strictly for informational purposes and their usefulness remains at the discretion of each user.

The entire content of this website, text, graphics, photographs, software, logos and any other materials on this website are protected by copyright law and are the property of SC DASSTEC B2B SRL or its affiliates/partners. It is prohibited to create links from other sites to this site or vice versa without prior written consent.

SC DASSTEC B2B SRL or third parties may provide authorized links to other Internet pages or resources through the Site. SC DASSTEC B2B SRL does not guarantee, is not and cannot be held responsible in any way for their availability, form, content, advertising, products or other materials available on the respective sites.

7. RULES OF USE

The use of the website/app implies implicit acceptance by the users of the following terms and conditions, with all the consequences arising from their acceptance:

a) None of the URLs that users have communicated in the registration process to www.anysensor.ro, may contain pages that include information such as the following:

- racist, xenophobic, anti-Semitic material and any other kind of material which encourages hatred of a particular category of human beings, professional groups, etc;
- material which encourages or promotes violent or illegal activities;
- material which infringes or circumvents in any way, legal regulations in force including, but not limited to: copyright, the rights granted to inventors, trademark holders and any other rights protected by intellectual and industrial property law, the right to privacy of the individual, rights conferred by contract, etc;
- material that promotes, refers to or uses software or services likely to send unsolicited emails;
- material that infringes any provisions of national or Community law or international regulatory rules;
- material that is threatening, abusive, harassing, defamatory, libelous, insulting or defamatory, obscene, profane, indecent, or subject to public opprobrium.

b) The user is solely responsible for the content of the messages and assumes any possible damages in case of legal action against those published, except for messages sent directly to the moderator or administrator, SC DASSTEC B2B SRL is in no way liable.

c) Users are also obliged NOT to:

- introduce on the site, distribute or reproduce copyrighted, trademarked or other confidential information without the prior consent of the owner;
- scan or test the vulnerability of any system on the SC DASSTEC B2B SRL network;

- interfere with the operation of the hosting servers or the SC DASSTEC B2B SRL network by any means, including - but not limited to - flooding or DOS attacks;
- use e-mail addresses published through the site for distribution on mailing lists or for sending commercial e-mails (“spamming”) or for any other purpose other than sending justified personal e-mails, without the written consent of the owners of these addresses;
- post on the site or transmit to other members any obscene, offensive, abusive, harassing, discriminatory, defamatory, threatening, libelous, threatening, malicious or any other material that violates in any way the rights of other users, whether natural or legal persons;
- places on the site any sexually explicit images or statements;
- publish material that contains viruses or other programs with the intent to destroy or limit the hard/soft functioning of the computer;
- use the site to upload post, broadcast or otherwise transmit any advertising, promotional materials, “junk mail”, “spam” or for any other purposes.

Failure to comply with any of these rules may entail civil, administrative or criminal liability of the users, as appropriate.

8. COOKIES

a) Like any other website, www.anysensor.ro / application www.dasstec.anysensor.ro uses cookies for purposes related to improving and personalizing the browsing experience for users according to their preferences, protecting the security of their systems and ours, or for statistical purposes. For example, some cookies provide us with important information about how users use our site, which then allows us to better tailor it to their needs, and other cookies allow us to see how many users access our site over a given period.

In keeping with the principle of transparency, below we provide details of the cookies on this site and the choices users have about enabling or disabling them. However, we ask users to bear in mind that, like all websites, our website relies on this technology in order to be able to function at its best, so if they refuse to allow them to work, then the quality of the user's browsing experience may suffer.

b) A cookie is a small piece of text (letters and numbers) that will be stored on a user's computer, mobile devices or other equipment from which a website is accessed. Cookies consist of two parts: their name and their content (or value).

c) With cookies, websites retain information about the user's visit, such as: preferred language, username and password (so that re-registration is not required each time the

user visits the website), type of device used (computer, mobile phone, etc.) to access the website. Cookies simplify the browsing experience on a website and allow website owners to provide more relevant information to users according to their needs.

Cookies help the internet run efficiently and result in user-friendly and personalized browsing for each user. Without them, websites would be much more unpleasant or boring.

Moreover, cookies help website owners to continually develop their websites. Cookies can gain valuable information about how visitors use the website, so that they can be provided with better and better browsing experiences.

d) Depending on how they are deleted, there are cookies that are deleted as soon as users close their Internet browser (these are also called session cookies) and cookies that are stored on the users' device with the purpose of being used also for their next visits to the website (these are also called persistent cookies although, despite their name, they expire after a period of time). Persistent cookies reactivate when users revisit the website that placed them on their device.

Depending on who places them on the users' device, there are our own cookies (which we place on the users' device) or cookies placed by others (these are also called third-party cookies).

e) The lifetime of cookies depends very much from case to case, depending on the purpose of each cookie. As indicated above, some cookies are only used for a single browsing session, while others persist for a set period of time after you leave the site.

Regardless of the type of cookies, users can always delete or disable them.

f) Cookies are harmless. They contain no harmful programs, viruses or other files and cannot access information on the user's device. Because cookies are set by requesting an Internet browser (its webserver), only the webserver that sent them can access them again when the user returns to the site associated with that webserver.

However, cookies can be used for negative purposes, as a form of spyware. Many anti-spyware products, however, mark cookies for deletion as part of the anti-virus/anti-spyware deletion/scanning procedures.

In general, browsers have privacy settings that provide different levels of cookie acceptance, validity period and automatic deletion after the user has visited a website.

g) Some cookies collect anonymous information that says nothing about users. Others collect information that can identify them, for example, their IP address.

The www.anysensor.ro website uses its own and third-party cookies to provide visitors with a superior browsing experience and services that are enjoyable, useful and tailored to their specific needs.

We use cookies on the www.anysensor.ro website for several specific purposes. For example:

- To improve the site and to perform site maintenance;
- to develop security features of the site;
- to keep track of the preferences users have expressed in previous browsing sessions, personalizing their experience on the website and to allow them to log in;
- to resolve problems that users may encounter when accessing the site;
- for advertising;
- to perform data analysis and monitor usage trends.

Both our own cookies and third-party cookies are present on this website.

In many cases, cookies do not collect information associated with a person we have identified or can identify. This means that those cookies will not retain users' personal data, so users remain anonymous.

We allow some third-party cookies on our site, but we do not allow this for everyone. Third-party cookies are primarily used to provide users with a more useful experience, to compile statistics about the number of visitors and how they use our site.

We do not control these third-party cookies or the information they may collect, so we ask users to consult the policy of those providers for more information. Because these are sites operated by others, the cookies that enable their content to be placed on our site come from their operators, not from us. Third parties may use cookies for their own purposes.

h) It is possible to set your browser to stop accepting cookies. The browser can also be set to accept cookies from a particular website.

All modern browsers offer the possibility to change cookie settings. More details can be found by going to the browser's "help" option.

Blocking cookies may result in some web pages being displayed incorrectly.

9. LIABILITY AND LITIGATION

SC DASSTEC B2B SRL reserves the right to modify or discontinue, temporarily or permanently, partially or totally, the services made available to users through this website, with or without prior notice. SC DASSTEC B2B SRL shall not be liable to users or any third party natural or legal person for the modification, suspension or interruption of the services available through the site. SC DASSTEC B2B SRL may at any time change the content and conditions of use of the site. The new conditions become valid as soon as they have been made public by publication on the website.

By accessing this site, users expressly and implicitly declare that they understand and agree that the use of the site is at their own risk.

The User is solely responsible for any damage caused to the computer systems or the network from which he/she accesses the website or for any other loss of data, which may result from downloading information and services from the content of the website/application.

Any possible litigation in connection with this site is under the jurisdiction of the Romanian courts.

PRIVACY POLICY

1. INTRODUCTION

Definition of terms:

- **Special categories of personal data**

Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership. Genetic or biometric to uniquely identify an individual. Concerning the health, sex life or sexual orientation of a natural person.

- **Personal data**

Any information relating to an identified or identifiable natural person (referred to as "data subject"). A natural person is identifiable if he or she can be identified, directly or indirectly, in particular by reference to an identifier. For example: name, identification number, location data, online identifier. Also, one or more specific elements specific to that person's physical, physiological, genetic, mental, economic, cultural or social identity.

- The controller decides the purpose and means of processing.

- In the relations between SC DASSTEC B2B SRL and the users, we are the data controller and the users are the data subject.
- The processor processes personal data on behalf of the controller.
- Data subject to whom certain personal data relate (to whom they “belong”).
Users are data subjects.
- Processing of personal data: any operation/set of operations performed on them. Also on data sets, whether or not by automated means. For example: the collection, recording, organization, structuring, structuring, storage, of those data/data sets. Also, adaptation or modification, extraction, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available. As well as the alignment or combination, restriction, erasure or destruction of such personal data/data sets.

This Privacy Policy is an integral part of the Terms and Conditions and applies to the www.dasstec.ro website.

By using the www.dasstec.ro website, users fully accept these rules, agree to them.

SC DASSTEC B2B SRL is a Romanian company, with registered office in Bucharest, registered with the ONRC under no. J2012010152402 and with CIF RO30624642. The company qualifies as an operator within the meaning of EU Regulation no. 679/2016 and carries out its activity through the website www.dasstec.ro.

Ensuring the confidentiality and integrity of user data is a priority of SC DASSTEC B2B SRL and a constant concern for us. Accordingly, we process users' personal data in accordance with the principles and in the spirit of the relevant legislation applicable in Romania. Including Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data. And on the free movement of such data and repealing Directive 95/46/EC (GDPR).

We are committed to ensuring the security of personal data by implementing appropriate technical and organizational measures in accordance with industry standards.

This document is addressed to all natural person users who have contact with SC DASSTEC B2B SRL. as well as whose personal data end up being processed by us.

2. THE USER DATA WE PROCESS, THE PURPOSES AND BASIS OF THE PROCESSING

Provision of services offered by SC DASSTEC B2B SRL

User data that we process on the www.anysensor.ro website / www.dasstec.anysensor.ro application may include one/more/all of the following information. Name and surname, date of birth, gender, e-mail, e-mail, telephone,

location, place of residence, data related to interaction with the website www.anysensor.ro / application www.dasstec.anysensor.ro. Also, standard internet login information, traffic data, browser type, version and language. As well as access times and IP addresses, information related to the quality and use of the site and/or application, statistics related to installed applications.

We process this user data because it is necessary in order to conclude and execute the subscription.

Personal data will only be used when absolutely necessary and relevant to ensure the performance of the users' desired activity.

In general, the personal data of users that we process are those directly provided to us by users. So, they have control over the type of information they provide to us.

Resolution of complaints, complaints and other requests or queries from users

If users send us complaints or other requests or queries, we will process their data in order to be able to resolve them.

In these cases, the data processed may include: first and last name, date of birth, gender, e-mail, e-mail, telephone, location, city of residence. Also, data related to interaction with the www.dasstec.ro website, standard internet authentication information, traffic data. As well as browser type, version and language, access times and IP addresses. Also, information related to the quality and use of the site and/or application, statistics related to installed applications.

The basis for the processing in this case is the consent of the users or, as the case may be, the need to conclude or execute the subscription between SC DASSTEC B2B SRL and the users.

We intend to respond to any valid user requests. Thus, we provide the data subject with all necessary information on the actions taken upon his/her request within a maximum of one month. Exceptions are cases where this requires a high volume of work or is complex. Also, if we have registered a high number of requests. In this case we may extend the deadline for reply by up to two months.

Sending offers on our own initiative, following users' consent

If users have agreed to receive communications (SMS, emails, etc.) from us regarding the services offered by SC DASSTEC B2B SRL, we will process certain user data. The purpose is to be able to send them such information.

The data we will process include: name, surname, telephone number, e-mail address.

The basis for processing is, in this case, the users' consent.

Disclosure of information to public authorities as required by law

In some cases, we are required by law to disclose customer data to certain authorities. To store customer data for a certain period of time or to process customer data otherwise.

In this case, the basis for processing will be the fulfilment of a legal obligation.

Defense of our rights and interests or those of others

We may process user data for the establishment, exercise or defense of our rights or interests. Also, of other persons before the courts, bailiffs, notaries public, other public authorities. Also, before arbitration tribunals, mediators or other public or private dispute resolution bodies. Also, towards our lawyers, consultants or other natural or legal persons, public or private, who are involved in those disputes or negotiations.

In this situation, we will process your personal data as appropriate. This is in order to comply with legal obligations incumbent upon us or in our legitimate interests.

3. DATA DISCLOSURE

In full consistency with the above, we note that there may be cases in which we may disclose user data. To other individuals or companies for legitimate business reasons. With the consent of the users, in order to be able to conclude or execute the subscription with the users or because we are required to do so by law. In such situations, we will provide users with additional information when appropriate. For example, these recipients may be individuals or companies who are authorized agents for us. We may disclose users' data to them (under secure conditions) in order to fulfill our legitimate interests.

4. STORING USER DATA

DASSTEC B2B will store users' personal data in accordance with the legal provisions, the period of storage being different depending on the purpose for which we use it and the category of data.

There are situations where legislation in other areas requires us to store user data for a certain period of time.

To the extent that there is no storage period laid down in a law, we will store user data for as long as the user holds an account on the www.anysensor.ro/dasstec.anysensor.ro platform.

Currently, we store and process users' personal data within the territory of Romania.

5. BREACH OF DATA SECURITY

In the event that personal data is lost, damaged, stolen, compromised or as a result of a complaint about the way the company has handled personal data, SC DASSTEC B2B SRL will report the breach to the National Supervisory Authority for Personal Data Processing within 72 hours of the breach being noticed and will notify without delay the relevant persons if they are likely to be affected by the incident.

SC DASSTEC B2B SRL will also use reasonable efforts to limit the damage caused by the data breach.

6. USERS' RIGHTS

- **Right of access to data.**

Users have the right to access their own data that we process/control or copies thereof. They also have the right to obtain information from us about the nature, processing and disclosure of that data.

- **Right to rectification of data.**

Users have the right to obtain rectification of their data that we process or control. If they are inaccurate or incomplete.

- **Right to data erasure.**

Users have the right to have their data that we process or control deleted. To the extent that they are no longer necessary for the purposes for which they were collected. Or the user has withdrawn consent (where the data processing was based on consent). Or the data was processed unlawfully/we have a legal obligation to do so.

- **Right to restrict data processing.**

Users have the right to restrict the processing of their data that we process or control. If their accuracy is contested. Or the processing is unlawful but users do not want the data to be deleted. Or they are no longer necessary for the purposes for which they were collected.

- **Right to object.**

Users have the right to object to the processing of their data by us or on our behalf.

- **Also, the right to data portability.**

Users have the right to have their data that we process or control transferred to another controller.

- **As well as the right to withdraw consent.**

Where we process users' data with their consent, users have the right to withdraw their consent. Without affecting the lawfulness of the processing prior to the withdrawal.

- **Right to lodge a complaint with the Supervisory Authority.**

Users have the right to lodge a complaint with the Supervisory Authority for the Processing of Personal Data (ANSPDCP) about the processing of their data by us or on our behalf.

In order for users to exercise their rights and, in cases where we process user data with their consent, to withdraw their consent, please contact us. The address is listed under "Contact" on the Dasstec B2B website.

If users have a question regarding the exercise of any of their rights mentioned above or any other request, please contact us. The e-mail address is: office@dasstec.ro.

7. USERS' REFUSAL TO PROVIDE US WITH THE REQUESTED DATA

Users are not obliged to provide their data referred to in this document. They are free to decide what data they choose to submit to us. However, if users do not provide us with the data we have requested, it will not be possible to register their account. We will not be able to run their account or respond to their requests. We will also be unable to respond to their requests or inquiries or send them communications regarding our services.

8. PROCESSING OF DATA RELATING TO PERSONS OTHER THAN USERS

If users send us personal data concerning other persons, we ask them to inform those persons of this. Also direct them to this Privacy Policy which can be found at www.anysensor.ro.