



TERMS AND CONDITIONS

www.confident.agency

1. Who are we?

The services available on the www.confident.agency platform are offered by the company **CONFIDENT GROUP COMMUNICATION & COMMERCE S.R.L.**, with headquarters in Bucharest 3rd District, Calea Victoriei Street, No. 21-23, 6th Floor, Apartament ROOM 67+69, with UIC 33169295, registered in the National Trade Register Office under no. J40/5808/2014, hereinafter referred to as “Confident Group” or “the Provider”.

These Terms and Conditions apply to browsing the online platform pr-rose.vercel.app and in the context of the submission of applications for job vacancies within the Confident Group, carried out by sending an e-mail to the e-mail address indicated in the *Work* section.

By accessing and browsing our website, applying for job openings, subscribing to the newsletter or contacting Confident Group, you are deemed to have read, understood and accepted the Terms below in their entirety as a potential beneficiary (Recipient) of Confident Group services or as a Job Applicant.

Confident Group reserves the right to make changes to the content of this Site and these Terms and Conditions without any prior notice to Recipients. We therefore invite you to regularly consult these Terms and Conditions.

If there are any differences or disagreements between us, Confident Group, as the Provider, and you, as the Recipient, regarding the use of the www.confident.agency Site, the Terms and Conditions in effect at the time of your use of our online platform will apply.

2. Definitions

For a proper interpretation of the Terms and Conditions of use of the website www.confident.agency, as well as the rights and obligations arising from the acceptance thereof, the following terms shall have the following meanings:

- ❖ **„Commercial and marketing communications”** – any type of message sent by Confident Group (e.g. via e-mail/SMS/WhatsApp/phone/mobile push/webpush) containing general and thematic information closely related to the Provider's activity, information on services similar or complementary to those you have contracted, information on offers or promotions and other commercial communications such as: specialized articles or relevant information on services marketed through the Site;



- ❖ **„Consent”** - means any freely given, specific, informed and unambiguous expression of will by the data subject by which he or she consents, by an unequivocal statement or action, to the processing of personal data relating to him or her;

***Note!** For more information on how your personal data are processed, we invite you to access the GDPR section available on the website.*

- ❖ **„Content”** includes the following elements:
 - the content of any newsletter or email received from Confident Group by electronic means and/or any other available means of communication;
 - data relating to the Provider;
 - information related to the Provider`s Services;
 - any information communicated by any means whatsoever by an employee/collaborator of the Provider to the Recipient, in accordance with the specified contact information;
 - all information on the Site that can be visited, viewed or otherwise accessed through the use of digital equipment;
- ❖ **„Distance contract”** – any contract concluded between the Provider (Confident Group) and the Recipient within the framework of a service provision scheme, without the simultaneous physical presence of the provider and the recipient, with the exclusive use of one or more means of distance communication, up to and including the moment the contract is concluded;
- ❖ **„Recipient”/ „Beneficiary” / „Customer” / „User”** - any user who accesses the Site, interacts with it or contacts Confident Group for Services/Job openings through it;
- ❖ **„Personal data”** - any information relating to an identified or identifiable natural person (**„Data Subject”**), which may include: first and last name, e-mail address, telephone number, signature, etc.;
- ❖ **„Document”** – these Terms and Conditions;
- ❖ **„Inquiry”/ „Message”** – form of address to the Provider with the purpose of obtaining information about the Services and Job openings available on the Site. Such questions/ messages are generally sent by e-mail in this regard;



- ❖ **„Personal Data Controller”** – means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing personal data;

***Note!** For the purposes of this Document, the quality of data controller is held by Confident Group. For more details on the protection of personal data, we invite you to consult the GDPR Policies available on the website.*

- ❖ **„Data processing”** - means 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 (representing any kind of operation related to personal data);
- ❖ **„Provider”** – the company **CONFIDENT GROUP COMMUNICATION & COMMERCE S.R.L.**, having the above identification data;
- ❖ **„Service”** – any service specific to the Provider’s business, offered by the Provider, available for consultation in the "Services" section on the website www.confident.agency;
- ❖ **„Job openings”** – any job opening specific to the Provider’s business, available for consultation in the "See jobs openings"/ „Work” section on the www.confident.agency;
- ❖ **„Answer”** – written/verbal information transmitted to the Recipient who has asked a question by e-mail;
- ❖ **„Service”** – any service specific to the Provider’s business, offered by the Provider;
- ❖ **„Website”, „Online Platform” or „Site”** – the website www.confident.agency.

3. Contact

3.1. In order to contact us, Confident Group publishes on the Site complete and correct identification data. Thus, you can contact us using the following means:

- ⇒ by e-mail to the e-mail address: barcelona@confident.agency; bucharest@confident.agency; visual@confident.agency, ride@confident.agency;



⇒ by postal correspondence to the above mentioned addresses.

- 3.2.** By sending e-mails, making phone calls or sending notifications to Confident Group, or by any other means available, you consent to receive notifications from us by any means available in relation to the contact information provided, including by electronic means, by telephone or by advertisements on the Site. These communications do not amount to the sending of newsletters, in which case your specific consent is required.
- 3.3.** Confident Group reserves the right not to respond to all requests of any nature, received by any means of communication, especially if they are unfounded/abusive.
- 3.4.** No defamatory, threatening, invasive of another's privacy, hateful, racially, ethnically or otherwise offensive content or any other action contrary to applicable law will be accepted in any form of communication.
- 3.5.** By providing your contact details (e-mail address, first and last name, telephone number etc.), you expressly declare that the contact details provided belong to you and that we may use them in communications with you.
- 3.6.** When contacting us, you will refrain from transmitting obscene, illegal, threatening, defamatory, privacy-invasive, virus-containing, political/electoral campaigning or any form of SPAM content.

4. General Policy

Service Provision Policy

This Document sets forth the Terms and Conditions of use of the Site/Content by you, unless you have another valid user agreement entered into between you and Confident Group.

Therefore, please review this Document carefully to avoid any possible misunderstandings arising from your use of the Site.

- 4.1.** Access to the Site and subscription to the Confident Group newsletter is free of charge for any person who is interested in the Services in the Provider's portfolio. Access to the website is not subject to the prerequisite of creating a user account.



- 4.2.** Your use, including but not limited to accessing, visiting and viewing the Site or subscribing to the newsletter implies your express agreement to accept these Terms and Conditions, unless there are separate terms of use between Confident Group and you.
- 4.3.** The website www.confident.agency serves as a presentation Platform, providing detailed information about the services provided by Confident Group.
- 4.4.** In the footer of the page, by inserting your e-mail address in the box you subscribe to the newsletter. By doing so, the User expresses his/her consent to receive communications from Confident Group and to the Newsletter Subscription Policy.
- 4.5.** If you no longer wish to receive newsletters/alerts and/or communications for marketing and advertising/promotional purposes, you may send us an unsubscribe request available in any communication sent via e-mail or by sending a written request to bucharest@confident.agency or barcelona@confident.agency.
- 4.6.** In case of opting for connection to a third party website, these Terms and Conditions will no longer be applicable to the User's browsing on that website. Thus, from the moment of the User's redirection, Confident Group assumes no liability whatsoever with regard to the Policies, respectively the Terms and Conditions applicable on the respective online platform.
- 4.7.** In the „Menu” section there is a button labeled „Venus Five”. By clicking on it, you will be redirected to the website <https://venusfive.ro/>. These Terms and Conditions do not apply to that site. In this context, the Terms and Conditions and Privacy Policy available on this Platform will become applicable.
- 4.8.** By using the Site, the User is solely responsible for all activities arising from its use. The User is also liable for any material, intellectual, electronic or any other type of damage caused to the Website and/or the Content made available by Confident Group, to the Provider or to any third party or partner with whom Confident Group has entered into contracts or with whom it has a collaborative relationship, in accordance with applicable national law.
- 4.9.** In the „See jobs openings”/ „Work” section of the website www.confident.agency, the open jobs are listed, each with a brief description. By clicking on the button corresponding to the job you are interested in, you will be redirected to a more extensive description of each job. In order to apply or to obtain more information, please send an e-mail to the e-mail address ride@confident.agency. The Privacy Policy applies to the personal data you provide in the content



of your request. The Confident Group cannot guarantee that all submitted CVs will be considered, as a selection process will be conducted.

- 4.10.** You may at any time withdraw your decision to agree and/or accept the Document in the form in which it is then available.
- 4.11.** In order to exercise the aforementioned right, you may contact us by sending an e-mail to bucharest@confident.agency or barcelona@confident.agency, as the case may be, stating the reasons and/or requests for changes.
- 4.12.** As a data subject you have the right, in accordance with the legal provisions on the protection of personal data, to request the deletion of your personal data processed by Confident Group, subject to the applicable legal provisions on archiving and accounting which may impose specific time limits for data retention (for example, in the case of tax documents). For more information on the processing of personal data and your rights as a data subject, we invite you to check our Privacy Policy.
- 4.13.** Confident Group may limit/suspend access to the Site or restrict/suspend access to the Services displayed on the Site, in case of reasonable suspicion of fraud, as a result of misuse of the Site or in case of damage to the interests of the Provider, its collaborators or partners.
- 4.14.** Confident Group is not responsible for any errors in the display of the Site or for any graphics displayed on the Site which are found to be erroneous or cannot be viewed.
- 4.15.** All the information used for the visual description of the Services available on the Site (static/dynamic images/multimedia presentations, etc.) does not represent a contractual obligation on the part of Confident Group, as they are used exclusively for presentation purposes and may contain errors or differences in representation. We may at any time change the details of our Services available online.
- 4.16.** Confident Group assumes no responsibility for suspension or interruption of the operation of the Site.
- 4.17.** Confident Group shall not be liable for any loss, costs, suits, claims, expenses or any other damages, if they are directly caused by non-compliance with the Terms and Conditions.

5. Limitation of the Provider's liability



- 5.1.** Each Customer is directly responsible for carrying out his/her own independent assessment of the Services presented on the Site.
- 5.2.** The Provider assumes no responsibility for potential malware that may infect your computer or other property on account of your access to or use of this Site or your downloading of any material, information, text, video or audio from it.
- 5.3.** Confident Group is not responsible for covering third party claims of any nature whatsoever that may arise in connection with the use, copying or forgery of the Site or its content by third parties unauthorized by Confident Group, whether or not Confident Group was informed, knew or should have known of the possibility thereof.
- 5.4.** Confident Group cannot be held liable for any kind of damage (direct, indirect, accidental, etc.) resulting from the use/inability to use the content information presented on the Site or for any kind of errors or omissions in the presentation of the Content that may lead to any kind of loss.
- 5.5.** If you believe that any Content sent by any means by Confident Group infringes your copyright or any other rights, please notify us at bucharest@confident.agency or barcelona@confident.agency so that we can check for and remedy any infringements.
- 5.6.** We do not grant you access to the Site or the Service and we do not grant you, without Confident Groups`s written consent, the right to download, modify part and/or all of the Content, reproduce part and/or all of the Content, copy, exploit any Content in any other way, transfer to any third party any Content to which it has and/or has obtained access under a user agreement.
- 5.7.** Confident Group is not responsible for the content, quality or nature of other sites linked to the Content, regardless of the nature of such links. For those sites, the entire responsibility is borne by their owners.
- 5.8.** Confident Group makes no direct or indirect warranties that:
- the Service will be suitable to the Consumer's requirements;
 - the Service will be uninterrupted, secure or error-free of any kind;
 - services will meet your subjective requirements or expectations of the Customer.

6. Intellectual Property



- 6.1.** The Platform, i.e. all Content, including but not limited to design, static images, dynamic images, symbols, text and/or multimedia content, etc. presented on the Site are the exclusive property of Confident Group or its collaborators/partners/affiliated companies, as the case may be.
- 6.2.** Any item on the Site may be followed by the original title and/or any other notice required by the rightful owner of such Content, for which the Provider holds a license to use and/or publish, if applicable.
- 6.3.** Confident Group/collaborators/partners/affiliated companies benefit from all intellectual property rights, regardless of their nature (copyright and related rights or industrial property rights).
- 6.4.** The name „Confident“, its logos and associated symbols, as well as combinations thereof with any word, graphic symbol or in any other form, used on the Site, are registered trademarks and are the exclusive property of Confident Group. They may not be used in any way by third parties without the prior written consent of the owner.
- 6.5.** Without the consent of Confident Group, you are prohibited from copying, distributing, publishing, transferring, modifying and/or altering, using, displaying and/or embedding any Content in any context other than the one originally intended by Confident Group, removing any marks signifying intellectual property rights in any elements of the Site, and participating in the transfer, sale or distribution of any materials made by reproducing, modifying or displaying the Content.
- 6.6.** Any Content to which you have and/or obtain access by any means is subject to the Document unless the Content is accompanied by a specific and valid use agreement between you and Confident Group.
- 6.7.** If you are granted the right to use a particular Content in the form described in a separate usage agreement, that right extends only to that Content, to the extent and for the period provided in that agreement.
- 6.8.** No Content transmitted to you by any means of communication (electronic, telephonic, etc.) or acquired by accessing, viewing and/or browsing shall constitute a contractual obligation on the part of Confident Group and/or our employee/collaborator who facilitated the transfer of Content, if any, with respect to such Content.



6.9. Any use of the Content other than as expressly permitted by the Document or the accompanying User Agreement, if any, is prohibited.

6.10. The Recipient is liable for any intellectual damage caused to the Site, the Content, or any third party with whom Confident Group has contracts or with whom it is in a collaborative relationship, in accordance with the national legislation in force.

6.11. In the unlikely event that a restriction resulting from the infringement of any third party right, in particular intellectual property rights, prevents or limits the use of the Site, you have the right to provide the Service/Content in accordance with this Document and the relevant legal provisions.

7. Fraud and SPAM

7.1. Confident Group will not ask you by any means of communication (email/telephone/SMS) for information regarding confidential data, accounts or personal passwords.

7.2. You assume full responsibility for the disclosure of your confidential data to a third party.

7.3. We disclaim all liability in the event of any injury or damage in any form by a third party claiming to be/representing the interests of Confident Group. In these situations, please inform us as soon as possible of any such attempts using the contact details.

7.4. Confident Group does not promote SPAM.

7.5. Communications made by Confident Group by electronic means of distance communication (i.e. e-mail/SMS) contain complete and accurate sender identification data or links to it at the time of transmission of the Content.

7.6. Confident Group reserves the right to pursue all available legal remedies in the event of a violation of its rights and legitimate interests.

7.7. The following types of actions will be considered as attempts of fraud/fraud:

- attempting to access/accessing another Customer's data of any kind using an account or any other method;
- altering or modifying the content of the Site or Content sent by any method by Confident Group to any Customer;
- impair the performance of the server(s) running the Site;



- access or disclose to any third party who does not have the necessary legal authority, Content sent by any means by Confident Group to a Customer when you are not the lawful recipient of the Content.

7.8. You understand the importance of the following responsibilities and agree to the following:

- you will not publish material that contains viruses or other programs intended to destroy the Provider's system or any information that is part of that system;
- you will not publish copyrighted material unless you are the author or have the author's permission to publish that material;
- you will not publish obscene, defamatory, threatening or malicious material or information prohibited by the applicable law.

7.9. You may submit comments, notes, suggestions, ideas or observations regarding the content and structure of the Site, or ask questions as long as their content is not illegal, obscene, threatening, defamatory, infringing on the privacy or intellectual property rights of the Provider or third parties and as long as they do not contain viruses, political/electoral campaigning, commercial solicitation, chain letters, mass mailings or any other form of spam. You will not use a false e-mail address in communicating with Confident Group.

8. Force majeure

8.1. Unless expressly provided otherwise, neither party to a concluded Contract which is still in force shall be liable for failure to perform on time and/or properly, in whole or in part, any of its obligations under the Contract, if the failure to perform such obligation was caused by an event of force majeure.

8.2. The party or the legal representative of the party claiming the aforementioned event is obliged to inform the other party immediately and completely of its occurrence and to take any measures at his/her disposal to limit the consequences of the event.

8.3. If within 15 days from the date of its occurrence, the said event does not cease, each party shall have the right to notify the other party of the termination of the Contract without either party being entitled to claim any further damages.

8.4. The party claiming force majeure must prove the impossibility of performance of the obligations within 15 days from the date of the event.

9. Disputes



- 9.1.** The use, including but not limited to accessing, visiting, viewing the Site implies your express agreement to these Terms and Conditions, unless there are separately formulated terms of use between Confident Group and you.
- 9.2.** The Contract is considered concluded in Romania and is governed by the legal provisions applicable in Romania.
- 9.3.** We will try to resolve amicably any dispute with reference to these Terms and Conditions. If this is not possible, the conflict will be settled by the competent court according to the law. If any of the above clauses is found to be void or invalid for any reason whatsoever, such clause shall not affect the validity of the remaining clauses.
- 9.4.** If any of the above clauses is found to be void or invalid for any reason whatsoever, such clause shall not affect the validity of the remaining clauses.
- 9.5.** Confident Group shall not be liable for any losses, costs, suits, claims, expenses or other liabilities, if they are directly caused by your failure to comply with the Terms and Conditions.
- 9.6.** This Document has been drawn up and shall be interpreted in accordance with Romanian law.

10. Final provisions

- 10.1.** We reserve the right to make any changes to these provisions contained in the Document, as well as any changes to the Site/its structure/Content, without prior notice to you.
- 10.2.** Confident Group cannot be held responsible for any errors that may occur on the Site due to any cause whatsoever, including changes, settings, etc. not made by the Site administrator.
- 10.3.** We reserve the right to place advertising banners of any nature and/or links on any page of the Site, in compliance with the legislation in force.

