

Terms Of Use

By entering your email, logging into your account, or accepting notifications, you agree to receive personalized Club DiscoUNT deals each day. You may unsubscribe at any time.

Welcome to the Club DiscoUNT Site (defined below). By using it, you are agreeing to these Terms of Use (defined below). Please read them carefully. If you have any questions, contact us here.

These Terms of Use were last updated on July 15, 2024.

ACCEPTANCE OF TERMS OF USE

[insert the name of the Company] S.R.L. (“*Club DiscoUNT*” or “*we*” or “*us*” or “*our*”) owns and operates the website, <https://clubdiscount.ro/>, the mobile and touch versions and any sites we have now or in the future that reference these Terms of Use (collectively, “*Site*”). By (a) using the Site and Club DiscoUNT’s services through the Site; (b) signing up for an account and/or (c) completing a purchase on the Site, you agree to these Terms of Use (defined below) and any additional terms applicable to certain programs in which you may elect to participate. You also agree to our Privacy Statement, incorporated herein by reference and located within our Privacy Policy (“*Privacy Statement*”), and acknowledge that you will regularly visit the Terms of Use (defined herein) to familiarize yourself with any updates. The Privacy Statement, together with these Terms of Use, and any other terms contained herein or incorporated herein by reference, are collectively referred to as the “*Terms of Use*”. The term “*using*” also includes any person or entity that accesses or uses the Site with crawlers, robots, data mining, or extraction tools or any other functionality.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP USING THE SITE AND DO NOT USE ANY CLUB DISCOUNT SERVICE, PARTICIPATE IN ANY PROGRAM OR PURCHASE ANY VOUCHER, OR OTHER GOOD OR SERVICE OFFERED THROUGH THE SITE.

1. About the Site

Club DiscoUNT operates as a comprehensive discount application platform, facilitating exclusive savings and benefits from a diverse array of providers (hereinafter referred to as “*Partners*”). By accessing and utilizing the Site, you, the user, expressly agree to abide by the Terms of Use delineated herein.

A. Subscription Model

- a) Individual Subscription: Users may subscribe to the Site at a rate of €5 per month;
- b) Family Subscription: Users may opt for a family subscription, encompassing up to five (5) users, at a rate of €20 per month;
- c) Individual Annual Subscription: €[...] per year; and
- d) Family Annual Subscription: €[...] per year.

B. Pre-Launch Benefits

During the pre-launch phase, which concludes on August 15, 2024, or upon the registration of 10,000 accounts, whichever occurs first, users who create accounts will receive:

- a) One (1) year of free access; and
- b) 50% discount on subscription fees for subsequent years.

C. Activation of Discounts

- a) QR Code Mechanism

Each Partner affiliated with the Site will prominently display a scannable QR code at every point of sale, ensuring it is easily visible and accessible for users. These QR codes may be available in both online and physical formats. To activate applicable discounts, users must:

- i. Scan the provided QR code.
- ii. Upload a photograph of the receipt along with its corresponding number.

- b) Processing of Discounts

The discounted amount will be processed and reimbursed to the user via the Site within [...] days.

D. Referral System

- a) Earning Club DiscoUNT Points

Users are incentivized to refer others to the Site through a structured referral program. Points are awarded as follows:

- i. Natural Person Referral: One (1) Club DiscoUNT Point per referred individual.
- ii. Legal Entity Referral: Five (5) Club DiscoUNT Points per referred entity.

- b) Brand Ambassador Program

Upon accruing two hundred (200) Club DiscoUNT Points, users will attain the status of Brand Ambassador. The Brand Ambassadors who accumulate the highest number of Club DiscoUNT Points, from each Romanian county, will be eligible for exclusive prizes and recognition from Club DiscoUNT.

E. Promotions

Promotions offered by Club DiscoUNT's Partners, aside from the standard discounts facilitated through Club DiscoUNT, may be made available at the discretion of each Partner. The availability, terms, and conditions of such promotions will vary and will be determined solely by the individual Partners.

F. Vouchere (1000 pt 1200)

Vouchers may be offered through the Site. Specific terms and conditions, including the voucher's face value and purchase price, will be disclosed at the time of offering.

2. Ownership of the Site

The Site, any content on the Site, and the infrastructure used to provide the Site are proprietary to us, our affiliates, Partners, and other content providers. By using the Site and accepting these Terms of Use: (a) Club DiscoUNT grants you a limited, personal, nontransferable, nonexclusive, revocable license to use the Site pursuant to these Terms of Use and to any additional terms and policies set forth by Club DiscoUNT; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or re-sell any content, software, goods, or services obtained from or through the Site without the express permission of Club DiscoUNT.

3. Use of the Site

As a condition of your use of the Site, you agree that:

- a) You have reached the age of majority according to the Romanian law;
- b) You are able to create a binding legal obligation;
- c) You are not barred from receiving goods or services under applicable law;
- d) You will not attempt to use the Site with crawlers, robots, data mining, or extraction tools or any other functionality;
- e) Your use of the Site will at all times comply with these Terms of Use;
- f) You will only make legitimate purchases that comply with the letter and spirit of the terms of the respective offers;
- g) You will only make purchases on the Site for your own use and enjoyment or as a gift for another person;
- h) You have the right to provide any and all information you submit to the Site, and all such information is accurate, true, current, and complete;
- i) You will update and correct information you have submitted to the Site, including all account information, and ensure that it is accurate at all times (out-of-date information will invalidate your account); and,
- j) You will only purchase a voucher, good or service, or participate in other available programs through the Site by creating an account on the Site, and any purchase will be subject to the applicable Terms of Sale set forth in these Terms of Use.

4. Access to the Site

Club DiscoUNT retains the right, at our sole discretion, to deny service or use of the Site or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Site

and your account accessible, the Site and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Site access, or access to your account due to circumstances both within our control (e.g., routine maintenance) and outside of our control.

5. Modification

We reserve the right at all times to discontinue or modify any part of these Terms of Use in our sole discretion. If we make changes that affect your use of the Site or our services we will post notice of the change on the Terms of Use page. Any changes to these Terms of Use will be effective upon our posting of the notice; provided that these changes will be prospective only and not retroactive. If you do not agree to the changes, you may close your account and you should not use the Site or any services offered through the Site after the effective date of the changes. We suggest that you revisit our Terms of Use regularly to ensure that you stay informed of any changes. You agree that posting notice of any changes on the Terms of Use page is adequate notice to advise you of these changes, and that your continued use of the Site or our services will constitute acceptance of these changes and the Terms of Use as modified.

6. Your Account

You may only create and hold one account on the Site for your personal use and must register using a valid credit card. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to: (a) save, edit, or delete your personal information, including, without limitation, a valid credit card; and (b) opt-out of persistent login. You understand and agree that Club DiscoUNT shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account.

Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms of Use, including, without limitation, failure to maintain updated and correct information about your account (e.g., valid credit card information) will cause your account to fall out of good standing and we may cancel your account in our sole discretion. If your account is cancelled, you may forfeit any pending, current, or future account credits (e.g., Club DiscoUNT Points), and any other forms of unredeemed value in your account without notice. Upon termination, the provisions of these Terms of Use that are, by their nature, intended to survive termination (e.g., any disclaimers, all limitations of liability, and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of our services or the Site, including, without limitation, requirements for use.

Commented [Lexters1]: Ce vorbeam noi referitor la banii/punctele stranse in aplicatie.

7. **Your Conduct**

All interactions on the Site must comply with these Terms of Use. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Site, we may limit or terminate your privileges on the Site and seek other remedies, including, without limitation, cancellation of your account or forfeiture of any forms of unredeemed value in your account.

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The following activities are prohibited on the Site and constitute violations of these Terms of Use:

- a) Submitting any content to the Site that:
 - i. Violates applicable laws (including, without limitation, intellectual property laws, laws relating to rights of privacy and rights of publicity, and laws related to defamation);
 - ii. Contains personal information, except when we expressly ask you to provide such information;
 - iii. Contains viruses or malware;
 - iv. Offers unauthorized downloads of any copyrighted, confidential, or private information;
 - v. Has the effect of impersonating others;
 - vi. Contains messages by non-spokesperson employees of Club DiscoUNT purporting to speak on behalf of Club DiscoUNT or provides confidential information concerning Club DiscoUNT;
 - vii. Contains chain letters of any kind;
 - viii. Is purposely inaccurate, commits fraud, or falsifies information in connection with your Club DiscoUNT account or to create multiple Club DiscoUNT accounts; or
 - ix. Is protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.

- b) Attempting to do or actually doing any of the following:
 - i. Accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
 - ii. Scanning or monitoring the Site for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information, or similar data;
 - iii. Scanning or testing the security or configuration of the Site or breaching security or authentication measures; or
 - iv. Interfering with service to any user in any manner, including, without limitation, by means of submitting a virus to the Site or attempting to overload, “flood,” “spam,” “mail bomb,” or “crash” the Site.

- c) Using any of the following:
- i. Frames, framing techniques, or framing technology to enclose any content included on the Site without our express written permission;
 - ii. Any Site content, including, without limitation, User Content (defined below), in any meta tags or any other “*hidden text*” techniques or technologies without our express written permission;
 - iii. The Site or any of its contents to advertise or solicit, for any commercial, political, or religious purpose or to compete, directly or indirectly, with Club DiscoUNT; or
 - iv. The Site or any of its resources to solicit consumers, Partners, or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Club DiscoUNT, including, without limitation, aggregating current or previously offered deals.
- d) Collecting any of the following:
- i. Content from the Site, including, without limitation, in connection with current or previously offered deals, and featuring such content to consumers in any manner that diverts traffic from the Site without our express written permission; or
 - ii. Personal Information (defined in our Privacy Statement), User Content (defined in Section 12 below), or content of any consumers or Partners.
- e) Engaging in any of the following:
- i. Tampering or interfering with the proper functioning of any part, page, or area of the Site or any functions or services provided by Club DiscoUNT;
 - ii. Taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
 - iii. Reselling or repurposing your access to the Site or any purchases made through the Site;
 - iv. Accessing, monitoring, or copying any content from the Site using any “*robot*,” “*spider*,” “*scraper*,” or other automated means or any manual process for any purpose without our express written permission;
 - v. Violating the restrictions in any robot exclusion headers on the Site or bypassing or circumventing other measures employed to prevent or limit access to the Site;
 - vi. Aggregating any current or previously-offered deals or content or other information from the Site (whether using links or other technical means or physical records associated with purchases made through the Site) with material from other sites or on a secondary site without our express written permission;
 - vii. Deep-linking to any portion of the Site (including, without limitation, the purchase path for any Voucher) without our express written permission;

- viii. Hyperlinking to the Site from any other website without our initial and ongoing consent;
or
- ix. Acting illegally or maliciously against the business interests or reputation of Club DiscoUNT, our Partners, or our services.

8. Your Privacy

We take the privacy of your Personal Information (defined in the Privacy Statement) seriously. We encourage you to carefully review our Privacy Statement for important disclosures about ways that we may collect, use, and share personal data and your choices. Our Privacy Statement is incorporated in and subject to these Terms of Use.

9. Terms of Sale

By purchasing or obtaining any voucher, good or service via the Site, you agree to these Terms of Use, including, without limitation, the Terms of Sale.

10. Special Programs

By participating in special programs offered by Club DiscoUNT, such as Club DiscoUNT Points, Club DiscoUNT Referral System or Club DiscoUNT+, you agree to these Terms of Use and the additional terms of each program.

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Club DiscoUNT+ ma gandeam sa fie cel premium – daca te mai intereseaza sa il oferi si pentru Users.

11. Copyright and Trademarks

The Site contains copyrighted material, trademarks, and other proprietary information, including, without limitation, text, software, photos, video, graphics, music, and sound, and the entire contents of the Site are protected by copyright, trademark, and other intellectual property laws of Romania. Club DiscoUNT owns a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. Except as otherwise expressly stated under copyright law, no downloading, copying, redistribution, retransmission, publication, or commercial exploitation of the content without the express permission of Club DiscoUNT or the copyright owner is permitted. If downloading, copying, redistribution, retransmission, or publication of copyrighted material is permitted, you will make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend, or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark, or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

Commented [Lexters4]: IP-ul e foarte important.

Club DiscoUNT owns trademarks, registered and unregistered, "*Club DiscoUNT*", the Club DiscoUNT logos and variations thereof found on the Site are trademarks owned by Club DiscoUNT, Inc. or its related entities and all use of these marks inures to the benefit of Club DiscoUNT. "*Club DiscoUNT*" is a trademark registered in the following countries: [Romania]. You can find a non-exhaustive list of Club DiscoUNT's trademarks on our website.

Other marks on the site not owned by Club DiscoUNT may be under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of Club DiscoUNT unless otherwise stated, or may be the property of their respective owners. You may not use Club DiscoUNT's name, logos, trademarks or brands, or trademarks or brands of others on the Site without Club DiscoUNT's express permission.

12. User Content

The Site may provide registered users and visitors various opportunities to submit or post reviews, opinions, advice, ratings, discussions, comments, messages, survey responses, and other communications, as well as files, images, photographs, video, sound recordings, musical works, and any other content or material submitted or posted to the Site (collectively, "*User Content* ") through forums, bulletin boards, discussion groups, chat rooms, surveys, blogs, or other communication facilities that may be offered on, through, or in connection with the Site from time to time. You are required to have a Club DiscoUNT account to submit User Content.

If you contribute any User Content, you will not upload, post, or otherwise make available on the Site any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. Club DiscoUNT does not have any express burden or responsibility to provide you with indications, markings, or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission. In addition, if you contribute any User Content, you represent and warrant that: (a) you are the creator of the User Content; or (b) if you are acting on behalf of the creator, that you have (i) express, advance authority from the creator to submit or post the User Content, and that they have waived any moral rights in such User Content, and (ii) all rights necessary to grant the licenses and grants in these Terms of Use. You further represent and warrant (or, if you are acting on behalf of the creator of the User Content, you have ensured that the creator represents and warrants) that the use and sharing of the User Content for the purposes you have selected will not violate or infringe any copyrights, trademarks, or any other intellectual property rights or rights of third parties, including, without limitation, the rights of publicity or privacy. You represent and warrant that you will not upload, post, transmit, or otherwise make available User Content that is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, infringing, pornographic, obscene, violent, misleading, defamatory or libelous, invasive of the privacy of another person, or violative of any third-party rights; and that you will not upload, post, transmit, or otherwise make available User Content that contains any material that harbors viruses or any other computer codes, files, or

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programs designed to intercept, misappropriate, interrupt, destroy or limit the functionality of any software or computer equipment.

Club DiscoUNT shall have the sole and absolute right, but not the obligation, to review, edit, post, refuse to post, remove, monitor the User Content, and disclose the User Content and the circumstances surrounding its transmission to any third-party, at any time, for any reason, including, without limitation, to determine compliance with these Terms of Use and any operating rules established by Club DiscoUNT, as well as to satisfy any applicable law, regulation, or authorized government request. Without limiting the foregoing, Club DiscoUNT shall have the right to remove any material from any Club DiscoUNT controlled sites, in its sole discretion. Club DiscoUNT assumes no liability for any User Content or other information that appears or is removed from the Site or elsewhere. Club DiscoUNT has no obligation to use User Content and may not use it at all.

In some instances, and from time to time, it may be possible to modify or remove the User Content submitted or posted through your account. Club DiscoUNT makes no representations or warranties that the User Content you modify or remove will be modified or removed from the Site or elsewhere, or that the User Content will cease to appear on the Internet, in search engines, social media websites, or in any other form, media or technology.

A. Public Nature of Your User Content

You understand and agree that User Content is public. Any person (whether or not a user of Club DiscoUNT's services) may read your User Content without your knowledge. Please do not include any Personal Information in your User Content unless you wish for it to be publicly disclosed. Club DiscoUNT is not responsible for the use or disclosure of any Personal Information that you disclose in connection with User Content.

Any User Content of any kind made by you or any third-party is made by the respective author(s) or distributor(s) and not by Club DiscoUNT. Other users may post User Content that is inaccurate, misleading, or deceptive. Club DiscoUNT does not endorse and is not responsible for any User Content, and will not be liable for any loss or damage caused by your reliance on such User Content. User Content reflects the opinions of the person submitting it and may not reflect the opinion of Club DiscoUNT. Club DiscoUNT does not control or endorse any User Content, and specifically disclaims any liability concerning or relating to your contribution of, use of, or reliance on any User Content and any actions resulting from your participation in any part of the Site, including, without limitation, any objectionable User Content.

B. License Grants

Some User Content you submit to Club DiscoUNT may be displayed or may give you the option to display in connection with your Personal Information, or a portion of your Personal Information, including, without limitation, your name, initials, username, social networking website user account name, image, likeness, preferences, voice, and location. You grant Club DiscoUNT a royalty-free, perpetual, irrevocable, sublicensable, fully paid-up, non-exclusive, transferrable, worldwide license and right to use, commercial use, display and distribute any Personal

Information in connection with your User Content in accordance with these Terms of Use, including, without limitation, a right to offer for sale and to sell such rights in Personal Information, whether the User Content appears alone or as part of other works, and in any form, media or technology, whether now known or hereinafter developed, and to sublicense such rights through multiple tiers of sublicensees, all without compensation to you. However, Club DiscoUNT shall have no obligation to use your Personal Information in connection with any User Content.

As between you and Club DiscoUNT, you shall retain all ownership rights in and to the User Content you submit or post. However, by contributing User Content or other information on or through the Site, you grant Club DiscoUNT a royalty-free, perpetual, irrevocable, sublicensable, fully paid-up, non-exclusive, transferrable, worldwide right and license to use, reproduce, create derivative works from, publish, edit, translate, distribute, perform, display, transmit, offer for sale, and sell the User Content alone or as part of other works in any form, media or technology, whether now known or hereinafter developed, and to sublicense such rights through multiple tiers of sublicensees and without compensation to you. Club DiscoUNT's license in any User Content or Personal Information submitted includes, without limitation, use for promotions, advertising, marketing, market research, partner feedback, quality control, or any other lawful purpose.

As detailed in Section 3, contributing User Content or other information on or through the Site, is limited to individuals who are over the age of majority in Romania. The Site is designed and intended for adults. By contributing User Content or other content on or through the Site, you affirm that you are over the age of majority in Romania. We will promptly delete User Content or other content associated with any account we obtain actual knowledge of that is associated with a registered user who is not at least the age of majority in Romania.

13. Infringement Reporting Procedures & Dispute Resolution

If you believe that your rights are violated by this Terms of Use or if third-party violations or Club DiscoUNT's actions cause harm, they may contact the National Authority for Consumer Protection (A.N.P.C) via <https://anpc.ro/contact/>. For any further information on how to make complaints about the goods and/or services made available to you through this website, you can do so by calling the "CONSUMERS' TELEPHONE - 0219551"

Any dispute between the consumer and Club DiscoUNT shall be settled through alternative dispute resolution means. Unresolved disputes will be settled by the competent courts in Bucharest, Romania.

The contact information for Club DiscoUNT's customer support is: [insert the name of the Company], Address: [...], duly represented by Mr. Andrei Stoica, phone: [...], email: [...].

14. Disclaimer of Warranty

AS PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER CLUB DISCOUNT, NOR ITS SUBSIDIARIES OR

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AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR (B) THE ACCURACY, COMPLETENESS, OR RELIABILITY OF (I) THE CONTENT ON THE SITE, INCLUDING, WITHOUT LIMITATION, GOODS, SERVICES, OR OTHER AVAILABLE PROGRAMS, (II) DESCRIPTIONS OF GOODS, SERVICES, OR OTHER AVAILABLE PROGRAMS, OR (III) USER CONTENT PROVIDED THROUGH THE SITE. THE SITE AND ALL CONTENT, USER CONTENT AND OTHER INFORMATION CONTAINED ON THE SITE, GOODS, SERVICES AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE, ARE MADE ACCESSIBLE OR AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CLUB DISCOUNT HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE SITE OR THE CONTENT, USER CONTENT, OR OTHER INFORMATION CONTAINED ON THE SITE OR THE GOODS, SERVICES, OR OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. THE WARRANTY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A PARTNER OR ANY EXPRESS REPRESENTATIONS OR WARRANTIES BY CLUB DISCOUNT THAT ARE INCLUDED IN OTHER APPLICABLE TERMS.

15. **Limitation of Liability**

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLUB DISCOUNT, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: (A) YOUR USE OF THE SITE, THE CONTENT, USER CONTENT, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION, AND ANY OTHER INFORMATION EITHER CONTAINED IN THE SITE OR SUBMITTED BY YOU TO THE SITE; (B) YOUR INABILITY TO USE THE SITE; (C) MODIFICATION OR REMOVAL OF CONTENT SUBMITTED ON THE SITE; (D) THE GOODS, SERVICES, AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE; (E) ANY GOODS OR SERVICES PURCHASED OR OBTAINED DIRECTLY FROM A PARTNER; (F)

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THESE TERMS OF USE; OR (G) ANY IMPROPER USE OF INFORMATION YOU PROVIDE TO THE SITE, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION. IN NO EVENT WILL CLUB DISCOUNT'S LIABILITY IN CONNECTION WITH A PARTNER'S GOOD OR SERVICE, AND OTHER AVAILABLE PROGRAMS EXCEED THE AMOUNTS PAID FOR THE APPLICABLE VOUCHER, GOOD, OR SERVICE. THE LIABILITY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A PARTNER OR ANY EXPRESS REPRESENTATIONS OR WARRANTIES BY CLUB DISCOUNT THAT ARE INCLUDED IN OTHER APPLICABLE TERMS, NOR ARE THEY INTENDED TO LIMIT REMEDIES YOU MIGHT HAVE FOR GOOD/SERVICE-RELATED INJURY.

16. Electronic Communications

When you use the Site or send emails to Club DiscoUNT, you are communicating with us electronically and consent to receive electronic communications related to your use of the Site. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to you and effective when sent to the email address you provide on the Site or from which you otherwise email us.

You may opt out of receiving electronic marketing communications via your Club DiscoUNT account.

If you opt to receive gift cards, vouchers or other services by SMS, message and data rates may apply.

17. Websites of Others

The Site contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, goods, or services available on or through any such linked site or resource.

Commented [Lexters8]: Aici – pentru ca, business wise, e de drept sa ai si altii pe site-ul tau (fie reclama/promovare sau colaboratori – si sa dai disclaimer ca nu-ti asumi)

18. Indemnification/Release

You agree to defend, indemnify, and hold harmless Club DiscoUNT, its subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims and

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expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any User Content submitted or posted by you, in connection with the Site, or any use of the Site in violation of these Terms of Use; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable law or rights of a third-party.

You are solely responsible for your interactions with Partners and other users of the Site. To the extent permitted under applicable laws, you hereby release Club DiscoUNT from any and all claims or liability related to any good or service of a Partner, regardless of whether such good or service is available through the Site, any action or inaction by a Partner, including, without limitation, but not limited to any harm caused to you by action or inaction of a Partner, a Partner's failure to comply with applicable law or any other good or service purchased or obtained by you from the Partner, and any conduct, speech or User Content, whether online or offline, of any other third-party.

19. Force Majeure

Club DiscoUNT shall be excused from performance under these Terms of Use, to the extent it or a Partner is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Club DiscoUNT or a Partner, as applicable.

20. Assignment

You may not assign these Terms of Use, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of Club DiscoUNT. Any attempted assignment that does not comply with these Terms of Use shall be null and void. Club DiscoUNT may assign these Terms of Use, in whole or in part, to any third-party in its sole discretion.

21. Entire Agreement

The Terms of Use, including, without limitation, the incorporated Terms of Sale, Special Programs, Privacy Statement, and other terms incorporated by reference, constitute the entire agreement and understanding between you and Club DiscoUNT with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and Club DiscoUNT with respect to such subject matter.

22. Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or Club DiscoUNT's services shall be governed by the laws of Romania, without regard to its choice of law rules and without regard to conflicts of laws principles.

23. Additional Disclosures

No waiver by either you or Club DiscoUNT of any breach or default or failure to exercise any right allowed under these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms of Use. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of our Terms of Use shall continue in full force and effect.

You are contracting with [insert the name of the Company] S.R.L. Correspondence should be directed to: [insert the full Address for receiving the Correspondence]; Club DiscoUNT Customer Support

The provisions of these Terms of Use apply equally to Club DiscoUNT, its subsidiaries, affiliates, Partners, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.