

## **Welcome to Our Website!**

Thank you for your interest in the Bog'Art Foundation. To ensure a safe and pleasant experience for all our users, please read the following terms and conditions carefully. By accessing and using this site, you agree to fully comply with these terms and conditions.

The Bog'Art Foundation reserves the right to modify, update, or change these terms and conditions at any time without prior notice. We recommend that you periodically check this page to stay informed about any changes. Continuing to use the site after changes have been made constitutes your acceptance of these modifications.

This document covers important aspects related to the use of our website, including, but not limited to, user rights and responsibilities, privacy policy, use of content and materials available on the site, and limitations of liability. If you do not agree with any of these terms, please do not use our site.

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## **DEFINITIONS**

For the clarity of these terms and conditions, the following terms will have the following meanings:

- "Website" refers to the Bog'Art Foundation site accessible at [www.bogartfoundation.ro](http://www.bogartfoundation.ro).
- "User" refers to any person accessing and using our website.
- "Content" refers to all information, materials, documents, graphics, and other data available on the website.

By "content" we understand:

- All information on the site that can be visited, viewed, or otherwise accessed using digital equipment;
- Content of any email sent to users or clients by the Bog'Art Foundation via electronic means and/or any other available communication method;
- Information related to the Bog'Art Foundation's projects, events, news, and/or services provided over a specific period.

**Communication Form:** Request — an electronic document that serves as a means of communication between the Bog'Art Foundation and the client, through which the client expresses the intention to access products or receive updates via the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro).

**Personal Data:** Information we collect from you, based on which you can be identified. See the Privacy Policy regarding Personal Data available on the website.

Please review this information carefully and contact us at [gdpr@bogartfoundation.ro](mailto:gdpr@bogartfoundation.ro) for any questions or concerns. Thank you for your cooperation and support of the Bog'Art Foundation!

By using the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) (also referred to as the Bog'Art Foundation), you implicitly agree to the terms and conditions outlined below. To use the site under optimal conditions, we recommend that you carefully read these terms and conditions. If you do not agree with them, please do not use the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro). The Bog'Art Foundation reserves the right to modify the terms and conditions of use at any time as deemed necessary, without prior notice.

The current version of the terms and conditions of use is always available on the site. Check this page periodically to be aware of any changes. Continued use of the site after changes to the terms and conditions implies acceptance of these changes.

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## GENERAL INFORMATION

"Site" refers to the collection of information obtained by accessing the web address [www.bogartfoundation.ro](http://www.bogartfoundation.ro).

The design and content of the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) belong exclusively to the Bog'Art Foundation and are protected by intellectual property legislation.

The BOG'ART FOUNDATION, based in Bucharest, Ion Brezoianu St. No. 27, 6th floor, Sector 1, unique tax registration code 22613715, in its capacity as author, owner, and administrator of the website

[www.bogartfoundation.ro](http://www.bogartfoundation.ro), is the "operator" in the sense of national legislation and the General Data Protection Regulation (Regulation No. 679/2016 issued by the European Parliament and the Council of the European Union 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), which came into effect on May 25, 2018. We respect the right to privacy of individuals accessing the website and ensure proper protection of Personal Data processing for visitors and users.

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## ACCEPTANCE OF TERMS AND CONDITIONS

Before navigating the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro), please read the following statements carefully. They establish the terms and conditions of your use of all materials that make up the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro). Accessing the site implies explicit or implicit acceptance of all published Terms and Conditions, which have full contractual value.

The Bog'Art Foundation reserves the right to modify the content of the website at any time. In this case, the Bog'Art Foundation will notify users by displaying the changes on a page that will appear when accessing the site. Continued use of the site by the user/visitor constitutes an affirmative response of acceptance of the modifications made to this document.

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### **COLLECTION OF PERSONAL DATA**

The Bog'Art Foundation applies the highest standards for client/visitor confidentiality. All information (including, but not limited to, client account information, transactions, correspondence) is used with maximum discretion. The only personal information collected by the Bog'Art Foundation is that which users voluntarily provide during transactions or other operations. Simple browsing of the site does not involve the collection of personal information. Certain features or services on the site require the provision of personal information; this information will only be used for the purpose for which it was provided and/or for communications between the site and visitors when necessary (e.g., confirming newsletter subscriptions, sending newsletters to which visitors have previously subscribed, notifying about foundation projects).

The Bog'Art Foundation will not disclose users' personal information collected on the site to any unauthorized third parties. However, this information may be disclosed to authorized authorities entitled to verify commercial transactions, only upon justified request. The Bog'Art Foundation may provide competent individuals with aggregate and statistical information regarding the number, profile, or other characteristics of its users for statistical analysis. This information will not include personally identifiable data.

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### **SEARCHES**

All search functions provided by the Bog'Art Foundation are available to users to enhance the functionality of the site. The Bog'Art Foundation does not collect personal information as a result of search operations but may

retain and analyze search history to identify customer interests and improve services offered.

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### **HYPERLINKS AND OTHER SITES**

The Bog'Art Foundation may include links to other sites, whether or not owned by the Bog'Art Foundation. We cannot be held responsible for the content of these sites under any circumstances.

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### **PARTNERS**

For questions regarding product quality, brand authenticity, or any other concerns related to a specific brand or product, clients/visitors may contact the brand representative or the importer in Romania.

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### **DISCLAIMER**

Some content on the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro), including texts, product descriptions, technical characteristics, images, and symbols, is provided by our partner manufacturers and suppliers. Therefore, the Bog'Art Foundation is not responsible for damages caused by errors, inaccuracies, or outdated information published or maintained on the site. The images presented on the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) are for illustrative purposes only, and the projects and/or services actually delivered may differ from the images on the site in any way (configuration, color, accessories, appearance, environment, etc.)

The Bog'Art Foundation is not responsible for the content of comments posted by users regarding the promoted products; however, it reserves the right to delete (remove) any content that violates the Terms and Conditions of our website or is otherwise incompatible with its purpose. Nevertheless, the Bog'Art Foundation is not responsible for the continuous monitoring of all content hosted on the website and posted by users.

The Bog'Art Foundation is not liable for damages caused by the malfunctioning of the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) or resulting from the inability to access certain links displayed on it.

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### **INFORMATION SECURITY**

The Bog'Art Foundation guarantees the security and confidentiality of data hosted and transmitted through its IT system. However, we do not assume responsibility for information loss caused by defects or errors in the software used to design and host the site, and we do not guarantee that the site, servers, or emails sent by the Bog'Art Foundation do not contain

viruses or other harmful components. We also do not respond to defects that jeopardize the security of the server hosting the site. We guarantee the security and confidentiality of data but do not guarantee software security or stability.

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## **DISPUTES**

Any unauthorized access attempt to the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) and any fraud attempt will be promptly reported to the competent authorities. All disputes will be resolved amicably. If a dispute cannot be resolved amicably or one party waives amicable resolution, the dispute will be resolved by arbitration at the International Court of Commercial Arbitration of the Bucharest Chamber of Commerce and Industry, in accordance with the arbitration procedural rules of this Court. The arbitral award is final and binding. Force majeure invoked and proven by one of the parties, under the law, exempts the parties from obligations—except for the obligation to pay for services rendered until the occurrence of force majeure—for the entire duration of the force majeure.

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## **COPYRIGHT**

The entire content of the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro)—images, texts, graphics, symbols, web design elements, scripts, programs, and other data—is the property of the Bog'Art Foundation and its suppliers and is protected by copyright law and intellectual and industrial property laws. Unauthorized use of any of the above elements is punishable according to applicable laws.

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## **PROMOTIONS AND CONTESTS**

Promotions and contests conducted on the website comply with the regulations created by the Bog'Art Foundation. These regulations are made known to users through the site itself or via email messages. To benefit from promotions, participants must strictly adhere to the rules displayed in the official regulations. Promotions presented through these media are valid for the specified period, and if no period is mentioned, they are valid while stocks last.

The Bog'Art Foundation reserves the right to terminate or cancel a promotion/contest at any time without prior notice.

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## **COMMENTS, COMMUNICATIONS, AND OTHER INFORMATION**

Individuals accessing/visiting the site may make comments and any other communications; they may send emails, transmit suggestions, ideas, questions, or other information, as long as the content is not illegal, obscene, threatening, defamatory, does not invade the privacy of others, does not infringe intellectual property rights, does not contain viruses, promotional campaign texts, chain letters, mass emails, or any other form of spam. Individuals using a false email address or sending electronic messages or other communications on behalf of another person or entity will be sanctioned in accordance with applicable laws.

[www.bogartfoundation.ro](http://www.bogartfoundation.ro) has the right (but not the obligation) to remove any such content identified on the site.

If you do not agree with the above terms and conditions, please do not access the website [www.bogartfoundation.ro](http://www.bogartfoundation.ro) and immediately close the webpage [www.bogartfoundation.ro](http://www.bogartfoundation.ro).

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## **CONCLUSIONS**

Thank you for reading our Terms and Conditions and for using the Bog'Art Foundation website. By accessing and using this website, you agree to adhere to these terms, which are designed to protect both your rights and those of our foundation.

We are committed to providing a safe, transparent, and useful online environment for all our users. If you have any questions or concerns regarding these terms or the use of our website, please do not hesitate to contact us at [gdp@bogartfoundation.ro](mailto:gdp@bogartfoundation.ro). We are here to assist you and ensure that your experience on our website is as positive as possible.

These Terms and Conditions may be periodically updated to reflect legislative changes or to improve the functioning of our website. We encourage you to check this page periodically to stay informed about any changes. Continued use of our website after any changes are posted constitutes your acceptance of these changes.

Thank you for your trust and continued support in advancing our mission. We hope your interaction with our website is always beneficial and informative.

Sincerely,

The Bog'Art Foundation Team