



TERMS AND CONDITIONS FOR USING THE RMGC WEB SITE

INTRODUCTION

The present Terms and Conditions are meant to establish the rules applicable for the use of RMGC web site (the “**Website**”) and are consequently addressed to each User of the Website (respectively, each physical or juridical person that has access on this site).

By accessing and/or using the Website, please note that you are accepting the rules set forth in the present Terms and Conditions. In case you do not entirely agree with the terms and conditions provided in this document, you may not access and/or use the Website nor the information provided in it. As RMGC is reserving the right to discretionary/unilaterally amend and/or supplement the Website’s content without any prior notice, please always read the Terms and Conditions prior to any use of the Website.

COPYRIGHT

The entire content of the Website is subject to legal provisions regulating the copyright as well as the other rights related to copyright. The content of the Website, the texts, graphics, photographs and any other material or information which is/may be found on the Website are protected by the Copyright Law and represent the sole and exclusive property of RMGC, as the copyright for the information existing on the Website pertains to RMGC, save for the case of other documents of third parties which are also protected by the copyright law. Litigations with regard to this Website will be resolved in front of the Romanian courts.

USAGE RULES

The main purpose of the Website is to make available to the public information and data on RMGC and its project. The Users of the Website will observe and comply with all laws and regulations applicable and will not in any way, whatsoever access the site in order to transmit, alter and/or destroy any of its contents, thus breaching the law (including without limitation the copyright, brand or intellectual property rights). The Website will be hence used only for personal purposes, and may not be used in any manner for commercial purposes.

In using this Website, you are accepting and agreeing that RMGC will not be liable for any damages or prejudice resulting directly or indirectly from any matter connected to the Website, respectively in updating the information, in possible inconsistencies, omissions or errors in transmission, use of any web sites links which may be found on the website; RMGC shall not be whatsoever liable in relation to any of such web sites, nor for their contents, as RMGC does not detain any control, power or authority over such web sites.

Certain information posted on the Website may be the result of a contemplated perspective of RMGC regarding its activity, and should be treated as “future perspective”, whom performance depends/may depend, as per the law, upon certain factors/conditions as licenses, authorizations and permits, which are independent of RMGC, and in the absence of which certain actions/activities may not be performed. RMGC does not undertake any obligation or liability neither on the issuance of such licenses, authorizations or permits etc., as it is not in its prerogative, will or power of decision, and implicitly nor in the actual accomplishment of the future perspectives in the absence of such documents being issued according to the law by the relevant authorities. No information on the Website may constitute or be considered as legal or technical advice, nor as contractually binding in any manner RMGC in relation with third parties.

SECURITY RULES

When accessing or using in any way the Website, it is forbidden:

- Copying, multiplying, distributing, archiving or preserving, by any means, including electronic, magnetic or computerized ones, the materials and information existing on the Website;
- Deleting or modifying by any means the published materials and information;
- The attempt to intervene, by any means, in the Website's contents;
- The attempt to intervene in the good functioning of the hosting servers. Users are also prohibited from any action meant to restrict the access and/or the use of the Website.

The violation of any of these regulations will trigger the civil or criminal liability of the respective User according to the law. In such cases, RMGC will have the right to co-operate with the relevant authorities in any phase of the investigation process/lawsuit of/against such Users in default.

AMENDMENTS

RMGC is preserving the right to amend at any time or to temporarily or permanently, partially or totally interrupt, the information offered by the Website, without a previous notification being necessary. As well, RMGC reserves the right to amend or supplement the present Terms and Conditions available on its Website at any time and upon its sole decision, as well as to change at any time the contents of the Website. The new/amended conditions/contents are valid from the moment they are made public, respectively when posted on the site and do not have retroactive character.

REMISSION OF LIABILITY

BY USING THIS SITE, ONE EXPRESSLY DECLARES THAT UNDERSTANDS AND AGREES WITH THE FOLLOWING CONDITIONS:

- THE USAGE OF THE WEBSITE IS MADE ON OWN LIABILITY.
- ANY MATERIAL READ OR OBTAINED BY ANY MEANS WHEN USING THE INFORMATION OFFERED BY THE WEBSITE, MAY BE USED ONLY ON OWN RISK. THE USER IS THE SOLE PERSON LIABLE FOR ANY DESTRUCTION WHICH MAY OCCUR TO THE PC FROM WHERE THE WEBSITE IS BEING ACCESSED OR ANY DATA LOSS THAT MAY RESULT FROM ACCESSING THE WEBSITE'S CONTENTS.

LIMITATIONS OF LIABILITY

The present limitation of liability is not intended to limit RMGC liability contrary to the applicable legal requirements or to exempt RMGC from liabilities which may not be excluded as per the law. NOTWITHSTANDING THE AFOREMENTIONED, PLEASE NOTE THAT RMGC, ITS AFFILIATES OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, ACCIDENTAL, SPECIAL DAMAGES, INCLUSIVELY BUT NOT LIMITED TO DAMAGES FOR PROFIT LOSS, GOOD-WILL, POSSIBILITIES OF USAGE, DATA OR OTHER INTANGIBLE OR IMMEASURABLE DAMAGES, RESULTING FROM: USAGE OR IMPOSSIBILITY TO USE THE WEBSITE'S INFORMATION; UNAUTHORIZED ACCESS TO, OR THE DETERIORATION OF THE TRANSMISSION OR THE DATA OF THE USER; DECLARATIONS OR ACTIONS OF ANY THIRD PERSON REGARDING THE WEBSITE' CONTENTS; OR ANY OTHER PROBLEM REGARDING THE WEBSITE'S CONTENTS.

THE WEBSITE IS OFFERED IN THIS FORM WITHOUT ANY OTHER GUARANTEES AND THE INFORMATION CONTAINED IN IT IS PROVIDED ON AN "AS IS" BASIS. HENCE, ALL TERMS AND WARRANTIES IN CONNECTION THERETO ARE HEREBY EXCLUDED, TO THE MAXIMUM EXTENT ALLOWED BY LAW. IN NO EVENT RMGC WILL BE LIABLE FOR DISCREPANCIES, UN-AVAILABILITIES OR OTHER DEFECTS OF THE SITE OR ITS CONTENT, ANY LOSS, DAMAGE, OR COST INCURRED, WHICH IS CLAIMED TO BE A RESULT OR TO ARISE FROM THE USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, ANY ERROR, OMISSION, INTERRUPTION, DELAY RELATED THERETO. AS WELL, RMGC WILL NOT BE LIABLE BY ANY MEANS FOR ANY DAMAGES OF THE USER

OF THE CALCULUS SYSTEMS.

Usage of the Website will be made under the conditions and terms provided in this document, accepted implicitly by the user in the moment of his/her accessing the site.