

## RisCo - Terms and Conditions

By accessing [www.risco.ro](http://www.risco.ro) (RisCo), you agree with the Terms and Conditions listed below (the "Agreement"). These are the terms and conditions under which you are allowed to use the RisCo portal and its sub-domains, as well as the content and online services available on it, the newsletters, databases and other information as displayed or transmitted through the RisCo system (herewith called collectively "the Services").

By further using our services, you agree to abide to the Terms and Conditions of this Agreement. If you don't agree to these Terms and Conditions, RisCo is not in the position to offer you access to its services, and accordingly please do not further access these services any longer.

**1. Updates to this agreement.** RisCo can modify on occasions parts of this Agreement, at its full discretion. You will be informed about those changes and the new form of the Agreement through the website, when entering your personal account. If you don't accept the changes to the Agreement, you will not be able to access our services any longer. You are therefore advised to read from time to time the Agreement, in order to be updated with the changes. By using the Services, you agree with the changes that occurred within the Agreement.

**2. Supplementary conditions.** Some of the Services offered or part of them might be governed by supplementary conditions of use, which are properly described on the respective pages or in the contract drafts as displayed on the website. Your agreement to the general conditions include an agreement to the special conditions. If they are in conflict, then the specific supplementary conditions have priority against the general conditions as set in this document.

**3. Contracts.** The Users can sign contracts with Risco Servicii Financiare SRL for some services offered through the website, which contain specific particular or negotiated conditions. If such conditions are in conflict with the provisions of this Agreement, then the contracts signed between parties will prevail.

**4. RisCo.** RisCo represents an online service offered through the website [www.risco.ro](http://www.risco.ro) and its sub-domains, allowing for clients to get reports, data and information about the financial and legal standing of Romanian companies.

5. Propriety, General limitations of use

**5.1. Propriety.** RisCo represents an online service provided through the website [www.risco.ro](http://www.risco.ro) and its sub-domains, which offer the possibility to users to obtain reports, data and information regarding the financial and legal situation of companies registered in Romania.

**5.2. Registered trade mark.** RisCo - Companies Checking and Monitoring is a registered trade mark of the company Risco Servicii Financiare SRL, according to the Trade Registration paper no 129973 of 01.11.2013, issued by the National Office for Inventions and Marks.

**5.3. General limitations of use.** With the exception of the case when you have our prior consent, you don't have the right to reproduce, sell, publish, distribute, transmit, broadcast, display, offer or exploit for commercial purposes, the Content available through these Services, with the following exception: if we offer you email or other type of transmission Services associated to a certain article of the Services, you can use the email or otherwise transmission, in order to distribute the information to other people.

**5.4. Modification of Content.** You agree not to modify or re-arrange the Content. You agree not to use parts of the Content, titles or pieces of it in order to be used within another website or service, or to use the Content to commercial purposes. You agree not to try to upload, display or send any Content offered by the Services to blogs, groups, email lists, electronic newsletters, with the exception of Services offered by RisCo (for example of RSS Feed type), or only after we provide you our written consent to do so.

**5.5. Informatii Publice.** In conformitate cu legislatia in vigoare

6.- Confidentiality

**6.1.** In order to gain access to certain functionalities and Services, you need to be registered as a Client of the [www.risco.ro](http://www.risco.ro) portal (to open a Client Account). When registering, you need to offer real and complete information about yourself as requested. Any information you complete during the registration process or we obtain during your registration is ruled by the principle of data confidentiality. When you register, you need to use a user name and a password, which are unique.

**6.2.** We reserve our right to refuse allocating to you a user name and a password, should we consider that the user name represents a personification of someone else, or either the user name or the password are not appropriate. It is your responsibility to chose an appropriate password.

**6.3.** Risco.ro is exonerated by any liability in case another person is using your identity for the Services. In case you have such suspicion, or if you have any evidence that another person is using your password without your consent, please contact immediately the support service of Risco.

**6.4.** We reserve the right to disclose any personal information about our Clients or Users, in order to comply with legal requirements or specific requests from authorities, to protect property rights, or to ensure the interest of our Users or Members, however, we will not disclose any personal information you submit to us to any third parties, in any other circumstances.

**6.5.** RisCo reserves the right to limit or block the access of any User to the Services, in case we find out that the User is parsing or scanning the site, or using any other means of automatic download of the information presented on the site. Users agree that in case of any suspicion of automatic data downloading, Risco.ro has the full right to introduce automatic programs of recognition of the human character of the operator (CAPTCHA systems), through which it can determine whether the User is a human or a software application.

**6.6.** Users expressly agree not to use specialized computer software in order to scan/ parse the content and information presented on Risco.ro. Using the site's facilities through launching successive requests, before previous requests have been completed, will be considered as a ""Denial of Service"" or similar attack, and treated as such.

**6.7.** Users expressly accept not to initiate or deploy any actions that could restrict the free access of any other users to the Risco.ro platform, or the proper use of the Services.

## 7. Paid Services.

**7.1.** RisCo provides two types of services: *Free Services* , which can be accessed and used unlimited by any user, and *Paid Services* , which can be accessed only based on a price paid for the respective service.

**7.2.** Details of the Paid Services and the prices are displayed on the website in the page corresponding to each service, respectively and the contractual terms are detailed in the draft contracts as displayed on the respective pages.

**7.3.** For the acquisition of the Paid Services there is no need to sign a contract between parties. The use of services can legally be performed only on the basis of the fiscal invoice issued after the purchase of the Service.

**7.4.** Risco credits are valid for 12 months from their purchase date. On expiry of the validity of their system automatically delete all loans existing at that time in the customer account

**7.5.** For the acquisition of RisCo credits there is no need to sign a contract between parties. The acquisition and use of credit is made, based on the fiscal invoice issued after the Credits are acquired.

**7.6.** According to Romanian Law no. 227/2015 Art 319, alin. 4 and 24, the users of the www.risco.ro website and the beneficiaries of all Risco Servicii Financiare SRL accept that the invoices will be issued only in electronic format and will be sent only by email to the email address used for opening the account.

## 8. Pricing Policy.

**8.1.** RisCo has the full and total right to modify, in any manner and at any time, the price of any report offered, according with the costs associated with the acquisition of the reports from various sources, and the operating costs of the service. RisCo cannot be bound to justify in any way or for any reason those changes, nor to fulfill any other formalities against the user of RisCo system.

**8.2.** RisCo can apply discounts or bonuses to the prices of Services according to its marketing policies.

**8.3.** In case of Services acquired based on contracts signed with the company Risco Servicii Financiare SRL and valid at the respective date, prices and terms specified in those contracts are valid no matter the changes made over the Services, as displayed on the website.

**8.4.** Users can ask for the reimbursement of the amounts paid for the acquisition of Credits within 14 (fourteen) days from the acquisition date, in case those services or part of them have not been used. After the expiration of that term, Risco Servicii Financiare SRL will no longer reimburse any amount of money, in full or in part, and Credits remain at the disposal of the User for the entire duration for which they were purchased initially.

## 9. Limitation of Liability

**9.1.** RisCo Services have a purely informative character and DO NOT constitute an advice, recommendation, offer or invitation to buy or subscribe to certain products and/or services, neither does it offer the basis for the termination or cease of any contract or engagement of any kind, nor does it represent a guarantee for the minimization or elimination of certain risks associated with the activity of the User.

**9.2.** Using the information contained in the RisCo reports is done solely on the risk of the User. RisCo only represents an electronic interface, through which reports are obtained from different institutions. RisCo reports have an informative purpose for their Users and cannot be used as official documents.

**9.3.** Neither RisCo, nor any of its employees, assumes any liability regarding:

- Economic losses, including but not limited to, loss of income, profits, contracts, use, opportunity, business or anticipated economies,;

- pierderea de fond de comert, atingeri aduse;
- pierderi sau daune speciale sau incidentale, directe

## 10. The Right to Distribute Information

**10.1.** Users have the full right to use the information and reports, as obtained through the RisCo service, to their personal use or to distribute it for free to third parties, but only in the form supplied to them by the RisCo service.

**10.2.** With the exception of having our prior written consent, Users do NOT have the right to resell the information/ data/ reports from RisCo, either in the form supplied by the system, or in any other altered form.

**10.3.** Users agree NOT to modify or re-arrange the content or the information supplied through the Service. Users agree NOT to delete/ remove/ hide through any means the identification signs of RisCo, specifically the RisCo logo and the watermark "RisCo.ro".

## 11. Users generated content

**11.1. Users generated content.** Within some of the Services offered, you can tag, rate, vote, make comments or chat regarding various themes of discussion. Any content, information, graph, audio or video recording, images and links you send as part of your client profile or linked to your activities is called ""User generated content"" within this Agreement and is subject to the terms and conditions as detailed below.

**11.2. Precautions related with other Users and User generated content.** The Users content include information, opinions and recommendations from many people and organizations, and is destined to help them gain the necessary information to take their own decisions. Users are fully responsible of the decisions they make, as well as for verifying the accuracy of the information they base those decisions on. RisCo does not guarantee any recommendation or opinion expressed by any User. RisCo does not verify continuously the Content received from its Users. However, we reserve the right to monitor or to exclude at any time from our Services any Content from Users, without any prior notice. You need to understand that some Users can impersonate other persons, than their actual identity. RisCo does not continuously control the identity and personal data of Users. We cannot guarantee that the profiles as enrolled by Users are absolutely correct. You need to understand that some Users might use our Services for their own benefit. Accordingly, we advise you to treat messages received with a doses of caution. The Content received from Users might sometimes be erroneous or deceiving.

**11.3. Distribution of Information from Users.** If you upload, display or send any Content from Users regarding any Services, RisCo assumes that you have the legal rights to do so and that you do not breach any law or other right of any person in this respect. By uploading, displaying or sending Content to RisCo Services you offer us a non-exclusive, transferrable, irrevocable right to use, distribute, publish, show, reproduce and create materials based on the Content received on any media support, in full or in part, without any obligation from RisCo to remunerate you for that. You offer us also the right to authorize the use of the Content by any other Users according to the terms and conditions of this Agreement, including the rights to visualize by other Users the Content displayed by you, including through an instrument of the RSS Feed type.

**11.4. Exclusion.** RisCo has the right to exclude/ delete any Content from Users for any reasons and without notifying you in advance. This right include all materials related with the use of the Users Services, including the Client Accounts, postings, profiles or other personalized information which you have created since you use the Services.

**11.5. Conduct Rules.** All Clients and Users of Services need to comply with the following conduct rules:

- You will not stoke or harm any other User of the website.
- You will not interfere in the use of the Services by other Users, including by interruption of other Users' sessions by using programs, automated or manually to make it difficult to them the use of the Services, or through any other way which negatively affects the access to the Services by other Users,
- You will not try to take over any name or email address for commercial purposes, and will not collect or deposit personal information about any User from the Services section,
- You will not use Services for any illegal purpose and will not download, display or propose any Content generated by Users which is obscene or offending from a racial, ethnic, sexual or other reasons, which is harming, vulgar or disagreeable, which is injurious, or invades the privacy or property rights of another person,
- You will not take over the identity of any person or company, change a relationship with another person or another entity, you will not impersonate a fake identity for deceiving or frauding another person,
- You will not upload, display or propose any Content generated by the Users, which contain viruses, trojans, damaging software or any other software or computer programs conceived so as to interrupt the Services provided by RisCo, the ability of the Users to benefit of Services or the proper functioning of any software, hardware, equipment or materials used in connexion with the Services,
- You will show due respect to other Users. In case that you will not agree with an opinion expressed in the Services, you have the option to express your own opinion. It is advisable, however, to refrain yourself from personal attack against the person who posted his opinions.

- You will not breach any local, national or international laws or regulations of any type of national authority,
- You will not download, display, propose or make available in any other way any Content over which you don't have the legal right to do so under the law or any fiduciary or contractual agreement (such as privileged information, confidential information obtained as part of your employment relations, or under confidentiality agreements),
- You will not download, display, propose or make available in any other way any Content which breaches any authorization, trade mark, commercial secret, copyright or other property rights of any other person,
- You will not download, display or propose irrelevant or improper messages.

## 12. Termination.

**12.1.** RisCo can interrupt or change in full or in part the Services, or their availability to you, immediately and unilaterally at any time. RisCo can terminate this Agreement and your access to the Services in full, or any part of them, at any time without justifying the reasons to you.

**12.2.** In case RisCo has decided to unilaterally terminate your agreement and stop your access to the Paid Services, the Users who contracted and paid for RisCo Credits in advance are entitled to receive back the amount corresponding to the unused Credits, in 45-60 days from the date of services termination. If Credits have been acquired at discounted prices, repayment for unused Credits will take place using the same discount rate from acquisition.

## 13. Site Modification

**13.1. Risco.ro reserves its right to modify at any time and in any way, any part of its site, based on objective reasons, according to its discretionary will,** without any obligation to justify in any way the change, and without the need of any prior notice or any other formalities given to Users.

**13.2. Risco has the right to eliminate from the Site any information at any moment** or to suspend for a duration decided at its discretion the right of the User to use the Services, in part or in full, or to access the site or sections of it, from any reasons including, but without limitation to any reclaim or accusation from third parties or authorities, or in any other case when Risco considers that the User has breached the present Terms and Conditions, or there are any suspicions in this respect. In all cases when Risco.ro will apply any of the measures indicated above, it will have the right, but not the obligation, to justify to the User why such measure has been taken.

**13.3. Users expressly accept that the simple use or accessing the Services offered through the site www.risco.ro means the full, unconditional and total acceptance of the modifications done within the system.** In any cases when the Users have objections or reserves as to any of the provisions contained in the present Terms and Conditions, they have the obligation to cease immediately using the website and the Services.

## 14. Offer of Services "as available"

**14.1. All RisCo services are offered to its Users based on the "as is" or "as available" principles, without any other supplementary guarantees, explicit or implicit,** and with no responsibility whatsoever of RisCo, related with these reports.

**14.2. Risco cannot guarantee the certain, continuous and uninterrupted access to its Services.**

Risco.ro cannot be held liable for any problem or dysfunctionality of the phone or data infrastructure, online internet systems, servers, internet services providers, equipment, software or computers, or any other factor that could harm the User's computer while using this site.

**14.3. RisCo will make all reasonable effort to ensure the availability of the Services 24 hours a day, 7 days a week.** Users accept that incidentally the Services can become unavailable, for reasons including but not limited to malfunctioning of equipment or networks, periodic maintenance or repairing, or other reasons beyond the control of RisCo.

**14.4. RisCo.ro does not offer any guarantee, explicit or implicit, and incurs no liability related with any information as offered through the site,** for the Content offered by its partners or the Users. RisCo.ro cannot be held liable, by any means or extent, for the correctness of these information, for any delays, inaccuracies, errors or omissions with regard to the information presented, or for the transmission or publishing in full or in part of those information, for the results obtained through any kind of use of the information or Services provided through the website, for the compliance with copyright laws or the legal nature or information published on the website, or which have any link with it.

**14.5. RisCo website can contain links to other websites or other resources.** Because RisCo has no control over those websites and resources, by using the website you agree that RisCo is not responsible of their availability and does not guarantee or endorse any content, publicity, products or other materials from or available on those sites or resources.

**14.6. By accessing the website www.risco.ro you agree to exempt RisCo.ro of any liabilities as related to any legal or out-of-court actions** and to cover by yourself any court expenses that might arise from your breaching any of the clauses of the current agreement.

## 15. Information notice regarding personal data protection

**15.1.** According with the provisions of Law 677/2001 for individuals' protection as regards personal data and the free circulation of such data, as subsequently modified and completed, and the provisions of Law 506/2004 regarding the personal data processing and the protection of private life in communication sector, SC Risco Servicii Financiare SRL is obliged to administer such personal data in a safely manner and only for the purposes specified in advance. The personal data you provide to us is only used for advertising and marketing purposes, and to prepare legal payment documents for the Services provided to you through the website [www.risco.ro](http://www.risco.ro).

**15.2.** It is your personal and free option to provide us some personal data of yours, in order for us to create a valid client account and therefore to take advantage of using the Services, as offered by the website [www.risco.ro](http://www.risco.ro) and the company S.C. Risco Servicii Financiare S.R.L.

**15.3.** The registration information are used by S.C. Risco Servicii Financiare S.R.L. and are provided only to the following users: to you and to our accounting services company, which registers the payment documents according to legislation.

**15.4.** According with the provisions of Law 677/2001 you have the right to access, intervene over data, the right not to be liable to an individual decision and the right to go into court. At the same time, you have the right to oppose to the use of your personal data and to solicit their removal. You agree that the removal of your personal data will be followed by the removal of your client account from the system and accordingly, the impossibility to further acquire the Services provided by S.C. Risco Servicii Financiare S.R.L. Data registered in official payment documents cannot be deleted from the system.

**15.5.** For exercising your rights as per the article 15.4. you need to send us a written request through email at the address [office@risco.ro](mailto:office@risco.ro)

**15.6.** If any data regarding you or your company is incorrectly set into our databases, please inform us in writing as soon as possible and we will make the necessary corrections.

## 16. General

**16.1.** This Agreement contains the full and final understanding between parties, regarding the use of Services, and replace all other prior and current Agreements, in oral or in writing, regarding the use of the Services. This Agreement is personal, which means that you cannot cease the rights and obligations from this Agreement to any other third party. No third party is or may be the beneficiary of this Agreement.

**16.2.** These Terms and Conditions will be used along with the applicable laws of Romania. Up to the limit of the applicable jurisdiction, parties agree that Romanian courts have the exclusive and full competence to judge any litigation between parties, that could arise in conjecture with these Terms and Conditions, and irrevocably agree therefore to the legal competence to judge any litigation to the competent Romanian authorities.

The Present Agreement has last been updated at the date of 1 March 2017.

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