

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE, APPLICATION AND SERVICES OF BENEFIT SEVEN.

1.THESE TERMS FOR WEBSITE USE

These terms and conditions of use (together with the related documentation) constitutes the terms and conditions on the basis of which you may access our website (“our website”) as a visitor or registered user. The use of our website includes, without limitation, the accessing, browsing and registration/log-in to use the website.

Please read the website use terms and conditions carefully, since they apply to any type of website usage.

By accessing our website, you confirm and accept these terms and conditions and that you agree to comply with them.

If you do not agree with these terms and conditions of use, you have the option of not using our website.

We reserve the right to use online contests in our name or on behalf of partners. The conditions related to each online contest will be regulated separately, via the relevant contest regulation, which will detail the eligibility criteria and manner of performing the contest.

2.OTHER APPLICABLE TERMS

The following also apply for the use of the website and our application (i) the confidentiality policy available on our website, at the following address: [•], setting out the conditions in which we process your personal data, how we secure your consent for this processing, and the warranty for the protection of your personal data, and (ii) the cookie policy, which is found at the following address: [<https://7card.ro/en/cookie-policy/>]

The use of 7card services by the client companies is made on the basis of the **Service Contracts** and the conditions established, by mutual agreement, in the content of these contracts.

The use of 7card services by 7card subscribers is based on the regulations for the use of the 7card nominal subscription.

The collaboration of the 7card partner relaxation and sports centers is based on a collaboration contract

The collaboration between the 7card and 7card partner relaxation and sports centers is based on a Collaboration Agreement. The owners of the centers located in the 7card partner network, the spouse of the owners of the centers, their first degree relatives, as well as the collaborators of the 7card partner centers cannot have 7card subscriptions. Failure to comply with this rule will result in the immediate deactivation of the 7card subscriptions in question.

3.WHO ARE WE

This website is operated by SC Benefit Seven SA. We are a Romanian registered company, Trade Registry Number J34/387/2004, sole registration code RO16696040 and registered office in Mărășești Street, S111, Roșiori de Vede, Teleorman county, Romania. These terms and conditions will also apply to any other websites and future applications to be operated by us.

4.REVIEW OF TERMS

We can review any terms and conditions of use, and any other applicable terms at any time, by amending the relevant pages.

Please review the relevant pages to become informed of any changes to the terms and conditions of use, since the respective changes will apply to you beginning with the updating of these terms and conditions.

5.WEBSITE AND APPLICATION CHANGES

We reserve the right to update the website and application at any time and to change their content. However, please be aware our website or application can be non-updated at the time of your visit and we are under no obligation to perform the update in real time.

We do not guarantee the website or our application contain no error and there will be no errors or omissions in their content.

6.ACCESSING OUR WEBSITE

Our website can be accessed free of charge.

We do not guarantee our website and content will be permanently and uninterruptedly available. We can suspend, withdraw, terminate or change our website, fully or in part, without prior notice to that extent. We will not be liable for situations when our website is inaccessible, regardless of reason and the duration of that period of inaccessibility.

You are responsible for taking all the measures required on your end to access the website.

You are also responsible with ensuring that all the persons accessing our website via your Internet connection are aware and implement these terms and conditions of use and any other applicable conditions.

7.YOUR ACCOUNT AND PASSWORD

If you become a customer and receive a user identification code, a password or any other information regarding the security procedures of our website, please deem such information as strictly confidential and you must not provide it to any other third party.

We are entitled to discontinue any username or password, whether chosen by us or allocated by us, at any time, if, in our opinion, you failed to comply with the provisions of these terms and conditions of use.

If you are aware or have suspicions that someone other than you knows your username or password, please let us know at once, at 7card@benefitseven.ro.

8.INTELLECTUAL PROPERTY RIGHTS

We own the intellectual property rights related to our website and its content, these rights being protected by the national and international legislation in force.

Our capacity as authors of our website's content must be always acknowledged.

You must never use any part of our website's content for commercial purposes without a licence from us to that effect.

If you will copy any part of our website on paper or in electronic format, your rights to use our website will immediately cease and you will have to return or destroy all copies of our website's content.

Moreover, we reserve the right to take all the legal action available to us in case of any infringements of these terms and conditions.

9.WAIVER OF LIABILITY

The entire content of our website is provided "as is", without any express or implied warranty, including, without limitation to, any saleability warranties, association for particular purposes, accuracy and non-infringement. Benefit Seven SA does not guarantee the accuracy, comprehensiveness, timeliness or certainty of any content made available via our website. Users are responsible to verify all information before relying on it. The website and content available on our website will be used at the sole responsibility of the user.

Moreover, we will not be liable for any damages caused by viruses, denial-of-service attacks or distributed denial-of-service attacks, or caused by any other types of software infecting your computer, IT system, your data following the use of our website or other websites which link to our website.

We will not be liable for the content of websites which link to our website. Such links must not be interpreted as a guarantee on our part on the respective websites. We will not be liable for any damages resulting from the use of those websites.

10.VIRUSES

We do not guarantee our website will be secured or free of viruses. You are responsible for the settings of your own IT system, for the software and server required to access our website and for the use of your own anti-virus software.

You must not use our website abusively by uploading viruses, trojan horses, worms, logic bombs or other software which may lead to technical problems. You must not attempt to secure unauthorized access to our website, the server our website is hosted on or any other server, computer or database connected to our website. You must not employ denial-of-service or distributed denial-of-service attacks. An infringement of this provision would be a crime according to the Romanian law. We will report all such infringements to the relevant authorities and we will cooperate with the

authorities by referring your identity to them. In case of such infringements, your right to use the website will be immediately forfeited.

11.LINKS TO OUR WEBSITE

You can link to our website top page as long as you do this fairly, in a manner not prejudicial to our reputation and does not exploit our reputation for your personal purposes.

You must not create links that suggest in any way an association, approval or support from us when there is none of the above.

You must not set a link to our website on another website which you do not own.

Our website may not be copied as frames on any other website. You may also not create links to other pages on our website other than the top page.

We reserve the right to withdraw the right to create links to our website without prior notice.

If you wish to use content from our website outside of the situations above, please e-mail us at 7card@benefitseven.ro.

12.LINKS TO THIRD PARTIES AND RESOURCES ON OUR WEBSITE

Any links to other websites or resources provided by third parties will be supplied for information purposes only. We have no control over the content of those websites or the resources of the respective websites.

13.APPLICABLE LAW

These terms and conditions and any aspects related to or in connection with their content are governed by the Romanian law.

You agree that all aspects relative to these terms and conditions will be the competent courts of Bucharest, Romania.

14.TRADEMARKS

All the company names, trade marks, service marks, trade names, logos and symbols are protected under the trademark law. Nothing from the content of this website may be construed as a license or right to use any trademarks

presented on this website without the written agreement of Benefit Seven SA or the third parties which may own the respective trademarks.

15.CONTACT

To contact us, please send an e-mail to 7card@benefitseven.ro

Thank you for visiting our website.