Alive Verify User Account Terms of Use

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2. Introductory Provisions

- 2.1. These Alive Verify User Account Terms of Use (the "Terms of Use") are intended for all users of the Alive Verify user account (the "User Account"), irrespective of whether they are individuals or legal entities.
- 2.2. The User Account is set up and operated by Asociatia pentru Sprijinirea tinerilor, studentilor si profesorilor, fiscal code: RO17531821, with its registered office at Str. Domnita Anastasia Nr. 10, Et. 3 Ap. 5, Sectorul 5, Bucharest, Romania, ("ASYST").
- 2.3. Contact details of ASYST are as follows:
 - 2.3.1.Written communications: ASYST, Str. Domnita Anastasia Nr. 10, Et. 3 Ap. 5, Sectorul 5, Bucharest, Romania,
 - 2.3.2.Email communications: vreau@isic.ro.
- 2.4. By using the User Account, the User consents to these Terms of Use and undertakes to comply with them. At the same time, the User is aware of and acknowledges any information about the processing of personal data available in the <u>Principles Relating to Processing of Personal</u> <u>Data for Alive Verify User Account</u> (the "*Principles*").
- 2.5. By accepting these Terms of Use, a contract for the provision of User Account services is concluded between the User and ASYST; the content of the contract is defined by these Terms of Use. The content of the services is provided free of charge, unless the User is notified of any paid service in advance and agrees with such service by accepting separate terms of use thereof.
- 2.6. The purpose of these Terms of Use is to fully and duly govern rights and obligations of the User and ASYST with regard to the contract for the provision of User Account services. By accepting the Terms of Use, the User declares that he or she understands and agrees with all the provisions hereof.
- 2.7. If the User has any questions prior to accepting these Terms of Use, he or she shall contact ASYST using the above contact details.
- 2.8. The ALIVE Verify application (the "*Application*") shall be governed by legal documents that are available <u>here</u>.

3. Users

- 3.1. The User Account is intended for all persons (the "*User*"), without restrictions, that wish to use User Account services, having regard to related arrangements with ASYST.
- 3.2. Both individuals and legal entities may be Users; a legal entity shall always be represented by an authorized individual.
- 3.3. The User Account is intended for businesses, not for final consumers or minors. By registering or signing in, as appropriate, the User confirms that the aforementioned requirement has been fulfilled.
- 3.4. It is only possible to register on the basis of a separate agreement by and between the User and ASYST. The conclusion of the aforementioned agreement is not an acquired right.

4. User Account

- 4.1. The purpose of the User Account is to allow verification of international cards ISIC, ITIC and IYTC (the "*Cards*"), by scanning a QR code or copying a Card number, by a vendor that has a separate contractual relationship with ASYST relating to the provision of various benefits to holders of Cards issued by ASYST.
- 4.2. The User Account has functionalities specified by a separate contract concluded by and between the User and ASYST.
- 4.3. Each User can only have one profile. ASYST reserves the right to close any duplicate profile.
- 4.4. If the User forgets his or her password, he or she can request password reset; in such case, a password reset link is sent to a User's email, where the User is asked to enter a new password; such new password must comply with essential security rules.
- 4.5. The User undertakes to protect access to his or her mobile device with the use of appropriate security features (such as passwords, etc., depending on the relevant mobile device) and to protect such security features, particularly passwords.
- 4.6. If a mobile device is lost or stolen, the User Account login information must be changed immediately. It is also possible to block it by contacting ASYST using the above contact details.

5. User Account Registration and Activation

- 5.1. The User Account creation and activation shall be subject to a separate contract with ASYST.
- 5.2. The User Account creation is not an acquired right.

6. Period of Service; Contract Termination

- 6.1. The User Account is created for an indefinite period of time.
- 6.2. The User may close his or her User Account at any time, even without giving any reason, unless the User is subject to a separate contract concluded with ASYST.
- 6.3. ASYST may terminate the management of User Accounts or any part of the services or convert such services to other services with different functionalities. ASYST may, inter alia, terminate the services, either in full or in part, for the following reasons:
 - 6.3.1.ASYST ceases to provide the relevant services or terminates its User Account management activities or converts them to other services/activities;
 - 6.3.2.User breaches these Terms of Use;
 - 6.3.3.User commits any fraud or misconduct with regard to ASYST or attempts to circumvent these Terms of Use or acts contrary to accepted principles of morality, as appropriate;
 - 6.3.4. User breaches other contractual arrangements or agreements with ASYST;
 - 6.3.5.User requests termination of the processing of personal data in connection with the User Account management or another services, whereas such service cannot be provided without the processing of personal data.

7. Other Rights and Obligations

- 7.1. ASYST does not guarantee in any way that all services would be error-free, available at all times and/or that they would not be damaged or attacked.
- 7.2. ASYST shall not be responsible for the availability of the User Account and/or any parts thereof.
- 7.3. The User shall not be entitled to compensation for any damage that might be incurred in connection with the use of the User Account and/or due the unavailability or malfunction thereof.
- 7.4. If the User Account contains any links to third-party websites, ASYST shall not be responsible for such links or contents of such websites.

8. Final Provisions

- 8.1. The User Account operation shall be governed by the laws of the Czech Republic.
- 8.2. Any dispute that cannot be resolved amicably shall be decided by a competent court of Romania determined based on the registered office of ASYST.
- 8.3. The User hereby represents that it is not the weaker party, that it fully understands these Terms of Use and contents of any related services and agrees with them.
- 8.4. These Terms of Use are effective as of 13 December 2024.
- 8.5. ASYST may amend these Terms of Use as and when necessary. Any such changes shall be effective on the date of notification or on a later date specified in the notification thereof. Such notification shall be given to the User electronically. The User may reject any such changes and terminate the use of the services under these Terms of Use as of the effective date of the updated version hereof.