

## Terms and Conditions

### General details

Please read these "Terms and Conditions of Use" very carefully before using or benefiting from the services offered by The Duke of Edinburgh's International Award Foundation Romania. This agreement sets out the legal terms and conditions of use of [www.dofe.ro](http://www.dofe.ro).

The [www.dofe.ro](http://www.dofe.ro) website is created and managed by The Duke of Edinburgh's International Award Romania Foundation, a legal entity identified by CUI 33302919, with registered office in Calea Manastur nr. 42B, Cluj Napoca, email: [office@dofe.ro](mailto:office@dofe.ro).

### Acceptance of Terms

- Any access to [www.dofe.ro](http://www.dofe.ro) shall be deemed acceptance of these Terms and Conditions.
- The Foundation reserves the right, at its sole discretion, to modify or replace these "Terms and Conditions" by posting updated terms on the site. It is your responsibility to periodically check the Terms and Conditions for changes, and your continued use constitutes your acceptance of such changes.
- The Foundation reserves the unilateral and discretionary right to modify, suspend or discontinue the Service at any time.

### Meaning of Terms

As used in the Terms and Conditions, the following terms mean:

- a) "**Site Administrator**" means The Duke of Edinburgh's International Award Romania Foundation.
- b) "**Site**" means the website [www.dofe.ro](http://www.dofe.ro)
- c) "**User**" means any person accessing the Site or using in any way any Service provided through the Site;

Throughout this document, the following terms shall have the following meanings:

- **Site** - the portal owned and operated by The Duke of Edinburgh's International Award Foundation Romania, located at [dofe.ro](http://dofe.ro)

- **Site Content** - any material and information published on the site in any form - text, photos, graphics, audio, video
- **User:** a person who accesses the site and who has accepted the terms and conditions of use of this site
- **Misuse:** use of the site without complying with the regulations and legislation in force or in any other way that may harm the organisation

## Copyright

The <https://www.dofe.ro/> platform contains its own texts and reports or informative material produced by The Duke of Edinburgh's International Award Foundation Romania.

Each user accesses the content of the platform at his/her own risk and The Duke of Edinburgh's International Award Foundation cannot be held responsible for any negative consequences that may result from such use. Access to the platform <https://www.dofe.ro/> is allowed to people of any age.

The databases, programs, graphics, are the property of the site administrator, or, as the case may be, of the suppliers of the products offered through the site and are protected by Law no. 8/1996, on copyright and related rights, with subsequent amendments and additions.

Copying, storing, partial or total modification of the site is strictly forbidden and punishable according to the laws in force on copyright protection.

The logo is the exclusive property of The Duke of Edinburgh's International Award Foundation (Romania) and may not be copied or reproduced without the written consent of the organisation.

As a user, you fully agree to the above.

## Information note on the protection of personal data

### A. General information

1. In accordance with the requirements of Regulation (EU) 2016/679 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 (General Data Protection Regulation), and Law No 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, the Site Administrator will manage in secure conditions and only for the specified purposes, the personal data provided by users. Please be informed that the

personal data that users provide to the Site Administrator are processed for the purpose of processing the payment of the registration fee for participants in the Award program, the use of the ORB account and the issuance of the invoice.

2. Each user, at his/her own option, provides some of his/her personal data in order to benefit from the service offered by the Site Administrator. Refusal to provide certain data may result in the impossibility of accessing certain services through the Site.

3. In accordance with the General Data Protection Regulation, each user has the right of access, the right to rectification, the right to erasure of data, the right to restriction of processing, the right to object, the right to data portability, the right not to be subject to an individual decision and the right to take legal recourse.

## **B. Specific information related to the E-shop for Online Record Book (ORB)**

### **1. Registration Fee and Payment**

We offer three levels of registration fees, according to the Award Level the participant is pursuing. Each registration level grants you access to the use of the Online Record Book.

- **Bronze Level Participant registration fee** in amount of 75 RON– grants you access to the **Bronze level account** of your Award
- **Silver Level Participant registration fee** in amount of 75 RON - grants you access to the **Silver level account** of your Award
- **Gold Level Participant registration fee** in amount of 75 RON - grants you access to the **Gold level account** of your Award

The registration fee for each level is as stated in the Licensing Contract signed by the Award Centre with the Duke of Edinburgh's International Award Foundation Romania. Payment must be made in full at the time of registration via the available payment methods on our website. All prices are inclusive of applicable taxes, unless otherwise stated.

Payment is made via secure payment gateway Global Payments. You pay directly by card, it is not necessary to have a GP account. Participant Registration Fee may be paid online by using VISA, Mastercard credit and Debits cards. (\*Excluding American Express and Diners Club cards.)

2. **Refund policy:** The payment for ORB registration is non-refundable. Refunds are possible only in case of long-term malfunction of the system, which would prevent its use or in case of other circumstances according to the Romanian legal order. In case of any complications, please contact your regional manager or other person from DofE national office.
3. **Security policy:** When purchasing from The Duke of Edinburghs International Award, card details are transmitted through a secure server.

For full Terms and Conditions of how to use, keep the safety of your account and termination of your account on Online Record Book, please read the Terms and Conditions in the Registration Page.

By purchasing the Participant Registration fee, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

If you have any questions or concerns regarding these Terms and Conditions, please contact us at [office@dofe.ro](mailto:office@dofe.ro).

## Privacy policy

This Privacy Policy describes how The Duke of Edinburgh's International Award Romania (hereinafter referred to as "Site", "we", "us", or "our") collects, uses and discloses your personal information when you visit, use our services or make a purchase from <https://dofe>. For purposes of this Privacy Policy, "you" and "your" means you as a user of the Services, whether you are a customer, a visitor to the Site, or another person whose information we have collected in accordance with this Privacy Policy.

Please read this Privacy Policy carefully. By using and accessing any of the Services, you consent to the collection, use and disclosure of your information as described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not use or access any of the Services.

## Changes to this privacy policy

We may update this Privacy Policy from time to time, including to reflect changes in our practices or for other operational, legal or regulatory reasons. We will post the revised Privacy Policy on the Site, update the "Last Updated" date, and take any other action required by applicable law.

## **How we collect and use your personal information**

In order to provide the Services, we collect and have collected over the past 12 months personal information about you from a variety of sources as set out below. The information we collect and use varies depending on how you interact with us.

In addition to the specific uses outlined below, we may use the information we collect about you to communicate with you, to provide the Services, to comply with any applicable legal obligations, to enforce any applicable terms of service, and to protect or defend the Services, our rights and the rights of our users or others.

## **What personal information we collect**

The types of personal information we collect about you depend on how you interact with our website and use our services. When we use the term "personal information," we mean information that identifies, relates to, describes or can be associated with you. The following sections describe the specific categories and types of personal information we collect.

### **Information we collect directly from you**

Information that you submit directly to us through our Services may include:

- Basic contact details, including name, address, phone number, email address.
- Order information, including your name, billing address, shipping address, payment confirmation, email address, phone number.

Some features of the Services may require you to directly provide us with certain information about yourself. You may choose not to provide this information, but this may prevent you from using or accessing these features.

### **Information we collect through cookies**

We also automatically collect certain information about your interaction with the Services ("Usage Data"). To do this, we may use cookies, pixels and similar technologies ("Cookies"). Usage Data may include information about how you access and use our Site and your account, including device information, browser information, information about your network connection, IP address, and other information about your interaction with the Services.

### **Information we obtain from third parties**

Finally, we may obtain information about you from third parties, including vendors and service providers who may collect information on our behalf, such as:

- Our payment processors, who collect payment information (e.g., bank account, credit or debit card information, billing address) to process your payments to fulfill your orders and to provide you with the products or services you have requested in order to perform our contract with you.
- When you visit our Site, open or click on emails we send you, or interact with our Services or advertisements, we, or third parties we work with, may automatically collect certain information using online tracking technologies such as pixels, web beacons, software development kits, third-party libraries and cookies.

Any information we obtain from third parties will be treated in accordance with this Privacy Policy. We are not responsible or liable for the accuracy of information provided to us by third parties and are not responsible for the policies or practices of third parties. For more information, see the section below, Third Party Websites and Links.

### **How we use your personal information**

- To provide products and services. We use your personal information to provide you with the Services in order to perform our contract with you, including to process your payments, fulfill your orders, send you notifications related to your account, purchases, returns, exchanges or other transactions, create, maintain and otherwise manage your account, arrange shipping, facilitate any returns and exchanges, and allow you to post reviews.
- Marketing and advertising. We use your personal information for marketing and promotional purposes, such as sending you marketing, advertising and

promotional communications by email, text message or mail and to show you advertisements for products or services. This may include using your personal information to better tailor the Services and advertising on our website and other websites.

- Security and fraud prevention. We use your personal information to detect, investigate or take action regarding possible fraudulent, illegal or malicious activity. If you choose to use the Services and register an account, you are responsible for keeping your account credentials secure. We strongly recommend that you do not share your username, password or other access details with anyone else. If you believe your account has been compromised, please contact us immediately.

- Communication with you. We use your personal information to provide you with customer support and to improve our Services. This is in our legitimate interest to be responsive to you, to provide you with effective service, and to maintain our business relationship with you.

## **Cookies**

Like many websites, we use cookies on our website.

We use cookies to power and improve our Site and Services, to run analytics, and to better understand user interaction with the Services (in our legitimate interest to administer, improve and optimize the Services). We may also allow third parties and service providers to use Cookies on our Site to better personalize services, products and advertising on our Site and other websites.

Most browsers automatically accept Cookies by default, but you can choose to set your browser to remove or reject Cookies through your browser controls. Please note that removing or blocking Cookies may negatively impact your user experience and may cause some of the Services, including certain general features and functionality, to function incorrectly or become unavailable. In addition, blocking Cookies may not completely prevent us from sharing information with third parties, such as our advertising partners.



## **How we disclose personal information**

In certain circumstances, we may disclose your personal information to third parties for legitimate purposes in accordance with this privacy policy. Such circumstances may include:

- With vendors or other third parties who perform services on our behalf (e.g., IT management, payment processing, data analytics, customer support, cloud storage, fulfillment and shipping).
- With business and marketing partners. Our business and marketing partners will use your information in accordance with their own privacy notices.
- When you direct, request or otherwise consent to our disclosure of certain information to third parties, such as to ship products to you or through your use of social media widgets or login integrations, with your consent.
- With our affiliates or otherwise within our corporate group, in our legitimate interest to run a successful business.
- In connection with a business transaction, such as a merger or bankruptcy, to comply with any applicable legal obligations (including to respond to subpoenas, search warrants and similar requests), to enforce any applicable terms of service, and to protect or defend the Services, our rights and the rights of our users or others.
- We do not use or disclose sensitive personal information for the purpose of inferring characteristics about you.

We do not control who will have access to the information you choose to make available to others, and we cannot guarantee that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the confidentiality or security of information you make available to the public or for the accuracy, use or misuse of information you disclose or receive from third parties.

## **Third party websites and links**

Our website may provide links to websites or other online platforms operated by third parties. If you follow links to sites that are not affiliated with or controlled by us, you should review their privacy and security policies and other terms and conditions.



We do not guarantee and are not responsible for the privacy or security of these sites, including the accuracy, completeness or reliability of the information found on these sites. Information you provide in public or semi-public places, including information you share on third party social networking platforms, may also be viewed by other users of the Services and/or users of those third party platforms, without limitation as to its use by us or any third party. Our inclusion of such links does not, by itself, imply any endorsement of the content on those platforms or their owners or operators, except as disclosed within the Services.

### **Data about children**

The Services are not intended for use by children and we do not knowingly collect any personal information about children. If you are the parent or guardian of a child who has provided us with their personal information, you may contact us using the contact information below to request deletion of their personal information.

### **Security and preservation of your information**

Please be aware that no security measure is perfect or impenetrable, and we cannot guarantee "perfect security". In addition, any information you send to us may not be secure in transit. We recommend that you do not use insecure channels to communicate sensitive or confidential information to us.

How long we keep your personal information depends on various factors, such as whether we need the information to maintain your account, provide you with the Services, comply with legal obligations, resolve disputes, or enforce other applicable contracts and policies.

### **Your rights and options**

Depending on where you live, you may have some or all of the rights listed below in relation to your personal information. However, these rights are not absolute, may only apply in certain circumstances and in some cases we may refuse your request as permitted by law.

- Right to access/know. You may have the right to request access to the personal information we hold about you, including details of how we use and share your information.

- Right to erase. You may have the right to ask us to delete personal information we hold about you.
- Right to correct. You may have the right to ask us to correct inaccurate personal information we hold about you.
- Right to portability. You may have the right to receive a copy of the personal information we hold about you and request that we transfer it to a third party, in certain circumstances and subject to certain exceptions.
- The right to refuse sale or sharing or targeted advertising. You may have the right to request that we do not "sell" or "share" your personal information or to refuse the processing of your personal information for purposes deemed to be "targeted advertising" as defined in applicable privacy laws. Please note that if you visit our Site with the Global Privacy Control opt-out preference signal turned on, depending on where you are located, we will automatically treat this as a request to opt-out of "selling" or "sharing" information for the device and browser you use to visit the Site.
- The right to limit and/or opt-out of the use and disclosure of sensitive personal information. You may have the right to require us to limit the use and/or disclosure of sensitive personal information to only what is necessary to perform the Services or provide the goods reasonably expected by the average person.
- Restriction of Processing: You may have the right to ask us to stop or restrict the processing of personal information.
- Withdrawal of consent: Where we rely on your consent to process your personal information, you may have the right to withdraw that consent.
- Appeal: You may have the right to appeal our decision if we refuse to process your request. You can do this by responding directly to our refusal.
- Management of communication preferences: We may send you promotional emails and you may opt-out of receiving them at any time by using the unsubscribe option displayed in the emails we send you. If you opt out, we may still send you non-promotional emails, such as those relating to your account or orders you have placed.

You can exercise any of these rights where indicated on our website or by contacting us using the contact details provided below.

We will not discriminate against you for exercising any of these rights. We may need to collect information from you to verify your identity, such as your email address or account information, before providing a substantive response to your request. In accordance with applicable laws, you may designate an authorized agent to make requests on your behalf to exercise your rights. Before we accept such a request from an agent, we will require the agent to provide proof that

you have authorized them to act on your behalf and you may need to verify your identity directly with us. We will respond to your request in a timely manner as required by applicable law.

## **Complaints and Litigation**

1.1. This document is subject to Romanian law. In the event of any disputes arising between the Seller and the Users / Buyers, an attempt shall first be made to resolve them amicably. The present chapter and the procedure below are a proof of the Seller's willingness to solve quickly, efficiently, amicably, alternatively, extra-judicially, the complaints/claims/litigations in which it is a party, using all the legal mechanisms and measures applicable in Romania.

1.2. For complaints or claims related to the purchased Goods and/or Service, the functionalities of the Site or illegal Content, the Users / Buyers or any other interested persons have the possibility to send their complaint at any time by sending an email to [office@dofe.ro](mailto:office@dofe.ro).

The Foundation will inform the person who has made a referral or complaint about its acceptance and where applicable about the decision taken, provided that he/she has been provided with the contact details.

The maximum time limit for dealing with complaints or referrals is 30 calendar days from the date of receipt.

If you are not satisfied with our response to your complaint, you may have the right to appeal our decision by contacting us using the contact details below, or to lodge your complaint with your local data protection authority.

You may also have recourse to the alternative dispute resolution (ADR/SOL) procedures set out below and subsequently to the competent courts.

ADR is an alternative mechanism to the court system, whereby consumers are offered the opportunity to resolve potential disputes when they are faced with a problem related to the purchase of a Good and/or a Service. Thus, complaints or claims against traders will be submitted voluntarily by consumers and will be dealt with in an independent, impartial, transparent, fast and fair manner. Access to this alternative means of redress can be made both online and by traditional methods, on paper or on another durable medium.

For alternative dispute resolution, the Buyer's complaint or claim may be submitted in writing directly to the Alternative Dispute Resolution Directorate of the National Authority for Consumer Protection at the following contact

details: address: Bucharest, Aviatorilor Boulevard no. 72, sector 1, postal code 011865, tel: 021.307.67.69; fax: 021.314.34.62, e-mail: dsal@anpc.ro. The Alternative Dispute Resolution Directorate of the National Authority for Consumer Protection is competent to resolve national and cross-border disputes which arise from sales or service contracts concluded with a trader operating in Romania and is included in the list of ADR entities at European level, available at the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>". For even more details, Buyers can access the link displayed on the website in the ANPC - SAL section.

Taking into account the provisions of Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC, the User/Buyer has the possibility to opt for out-of-court settlement of any disputes, also by using the European online dispute resolution platform (SOL platform), a digital tool created by the European Commission to facilitate independent resolution, impartial, transparent, effective, rapid and fair out-of-court settlement of disputes concerning contractual obligations arising from online sales or service contracts between a consumer residing in the European Union and a trader established in the European Union. To this end, the link in the section: : Online Dispute Resolution.

ADR and ODR are not two different mechanisms for the resolution of possible complaints/complaints. The Buyer understands that ADR and ODR exist as a single mechanism, representing one and the same instrument, and that they have the same purpose, object and aim. The Buyer understands that the distinction between ADR and ODR is represented by the access method / initial format of the respective complaint/complaint, so that in the case of ADR the form of address of the consumer is a classic type, in writing (by email, by post) whereas in the case of ODR, the consumer chooses to use the completion of an existing form on a digital platform, exclusively online.

In the event that an amicable or alternative settlement of the complaints/claims/litigations is not possible, or if a mutual agreement is not reached, they will be settled by the competent Romanian courts in Bucharest.

## **International users**

Please note that we may transfer, store and process your personal information outside of the country in which you reside, including the United States. Your personal information is also processed by staff and service providers and third party partners in these countries.

Where we transfer your personal information outside Europe, we will rely on recognised transfer mechanisms such as the European Commission's Standard Contractual Clauses or any equivalent contracts issued by the relevant competent authority in the United Kingdom, as appropriate, unless the data transfer is to a country that has been determined to provide an adequate level of protection.

## **Contact**

If you have any questions about our privacy practices or this Privacy Policy, or if you wish to exercise any of your rights, please contact us at Calea Manastur, 42B, Cluj-Napoca, CJ, 400535, Romania.

For the purposes of applicable data protection laws, we are the data controller of your personal information.