

Terms and Conditions

Welcome to www.jazzinthepark.ro!

These terms and conditions outline the rules and regulations for the use of Fapte and Beyond the Line's Website, located at www.jazzinthepark.ro.

By accessing this website we assume you accept these terms and conditions. Do not continue to use www.jazzinthepark.ro if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Termenii și condițiile pot fi modificate oricând de către noi, fără a fi necesară o notificare prealabilă. Modificările și informațiile privind valabilitatea acestora vor fi postate pe acest site, în vederea informării vizitatorilor site-ului. Prin urmare, trebuie să vă raportați în mod regulat la această politică pentru a verifica conținutul actualizat al acesteia. Dacă, în orice moment, acești Termeni și Condiții devin inacceptabili pentru dvs., vă rugăm să sistați imediat accesarea și utilizarea site-ului.

Cookies

We employ the use of cookies. By accessing www.jazzinthepark.ro, you agreed to use cookies in agreement with the Fapte and Beyond the Line's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, Fapte and Beyond the Line and/or its licensors own the intellectual property rights for all material on www.jazzinthepark.ro. All intellectual property rights are reserved. You may access this from www.jazzinthepark.ro for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from www.jazzinthepark.ro
- Sell, rent or sub-license material from www.jazzinthepark.ro

- Reproduce, duplicate or copy material from www.jazzinthepark.ro
- Redistribute content from www.jazzinthepark.ro

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Fapte and Beyond the Line do not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Fapte and Beyond the Line, their agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Fapte and Beyond the Line shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Fapte and Beyond the Line reserve the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy;
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
- You hereby grant Fapte and Beyond the Line a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Fapte and Beyond the Line; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to salut@fapte.org. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.
- No use of Fapte and Beyond the Line's logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

Content Liability

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Your Privacy

Please read [Privacy Policy](#)

Vom păstra confidențialitatea informațiilor de orice natură pe care Vizitorii le vor furniza. Partajarea informațiilor furnizate se va putea face doar în condițiile menționate în Politica privind prelucrarea datelor cu caracter personal.

Vom respecta dreptul la protejarea datelor cu caracter personal a utilizatorilor/vizitorilor Website-ului și avem obligația de a administra în condiții de siguranță și numai pentru scopurile specificate datele personale pe care ni le furnizați despre dumneavoastră. Scopul colectării datelor este de a asigura utilizatorilor/vizitorilor Website-ului informații și servicii de cea mai bună calitate, precum și servicii de marketing, reclamă și publicitate.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

INFORMAȚII UTILE

Înțelegeți și sunteți de acord cu următoarele informații:

- Să primiți ocazional SMS-uri în scop informativ din partea noastră, conform Politicii GDPR, pentru anumite campanii punctuale (având posibilitatea de a retrage acordul oricând în modalitățile expuse aici);
- Să furnizați date adevărate, exacte și complete despre dumneavoastră;

Este interzisă utilizarea site-ului în următoarele modalități sau pentru următoarele scopuri:

- Cu încălcarea Termenilor și Condițiilor din prezentul document;
- Cu încălcarea, în orice modalitate, a prevederilor legale aplicabile sau prin modalități care pot conduce la încălcarea, în orice modalitate, a prevederilor legale aplicabile;
- În orice modalitate prin care se acționează în contul și pe seama altei persoane, în special prin utilizarea de nume false, adrese de e-mail false, numere de telefon false etc.
- Pentru promovarea sau ascunderea activităților cu caracter ilegal sau imoral;
- Pentru a reproduce, în orice fel, interfața site-ului, în vederea inducerii în eroare a utilizatorilor, clienților sau potențialilor clienți ai acestui magazin online;
- Pentru a obține acces neautorizat la datele pe care vizitatorii sau partenerii noștri ni le-au furnizat în mod voluntar;
- Pentru a introduce în sistem programe sau linii de cod malițioase;
- Pentru a solicita informații, produse ori servicii ilegale, ori pentru a solicita informații care să acopere o activitate ilegală;

- Pentru a obține acces la diferite secțiuni sau subsecțiuni ale site-ului sau la produsele ori serviciile oferite de către noi utilizând proceduri ilegale.

Ca utilizator, vă asumați obligativitatea de a nu întreprinde următoarele activități:

- Să publicați materiale cu drept de autor, dacă nu sunteți autorul sau dacă nu aveți permisiunea autorului de a publica materialul respectiv;
- Să publicați materiale obscene, defăimătoare, de amenințare sau răuvoitoare față de un alt utilizator, persoană fizică sau juridică, materiale ori informații interzise de prevederile legale în vigoare;
- Să publicați o imagine sau o afirmație care contravine normelor legale în vigoare sau bunelor moravuri.

Legislație aplicabilă și jurisdicție

Acești Termeni și Condiții și utilizarea acestui site sunt guvernate de legile aflate în vigoare din România. În caz de apariție a oricărui litigiu referitor la raportul contractual sau rezultat din sau în legătură cu încheierea, interpretarea, executarea ori încetarea acestuia, acesta va fi soluționat fie prin cereri adresate instanțelor judecătorești competente material din Cluj-Napoca, fie prin arbitrajul Curții de Arbitraj de pe lângă Camera de Comerț și Industrie Cluj, conform procedurii acesteia și de către un singur arbitru. Hotărârea este definitivă pentru părți. Oricărei părți îi este recunoscută posibilitatea alegerii uneia dintre cele două modalități de soluționare a litigiilor.

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