

1. General Terms

www.uta-romania.ro (the **Website**) belongs to UNION TANK Eckstein GmbH & Co. KG. and ensures Clients' and Users' access to the information regarding UTA's products and services.

By accessing the Website, you agree with the terms and conditions of the www.uta-romania.ro website, as such are mentioned hereinbelow.

Definitions:

UTA means UNION TANK Eckstein GmbH & Co. KG, a company registered and operating according to the laws of Germany, with its registered headquarters in Germany, Kleinostheim, registered with the Aschaffenburg Trade Registry under No. HRA 835;

Client means the entity, institution or legal person that concluded an agreement with UTA and enjoys UTA's products and services;

User means the natural person that was considered as eligible by the Client to use UTA's products and services, given that the respective person is in a labor relationship /agency / collaboration / services agreement or any other type of contractual relationship with the Client or who is assigned a UTA Card and/or a Toll box (e.g. UTA MultiBox®);

UTA Card means a service card granted by UTA to Clients, offering the possibility of (cashless) settlement of fuel and lubricants and to benefit from various associated services (such as technical assistance, motor service and supply of spare parts) from UTA partners/suppliers that accept the UTA Card, as well as the cashless settlement of tolls, in various countries;

TollBox means a device that facilitates for the Client/User the (cashless) settlement of tolls.

2. Territorial Availability of UTA Services

The UTA Card may be internationally used at the economic operators that are UTA partners which display the logo of acceptance of the UTA Card, subject to any limits established for the UTA Card automatically and/or by UTA / Client.

3. Intellectual Property Rights, Copyright and Materials Included on the Website Pages

The website and everything that is contained in the website, including without limitation the design, presentation method, settings, all texts and images, emblems, logos, texts, charts, photographs and software ("Content") shall be the property of and the object of the copyright of UTA or of other companies which are UTA's partners or affiliates, with all rights reserved unless otherwise specified, and shall be protected by the Romanian and international legislation. Any Content consisting in a brand,



logo or business brand shall be the registered or unregistered trademark of UTA or other companies that are UTA's partners or affiliates.

It shall be strictly forbidden to use any Content, except for those provided in the Terms and Conditions, without the written permission of the owner of the Content. The copying, analogical/digital recording and the mechanical reproduction, distribution, transfer, downloading, forging, sale, creation of derivative works or the misinformation of the public with regard to the real supplier of the Content shall be forbidden. The eventual reproduction, re-editing, uploading, announcement, distribution or transmission or any other use of the Content in any other way or by any other means for commercial or other purposes shall only be allowed as a result of a written authorization previously granted by UTA or by any other legal beneficiary of the abovementioned intellectual property rights.

The emergence of the Content on the Website cannot be considered in any way as a transfer or assignment of the authorization or right to use any of the abovementioned elements.

UTA shall not be responsible for the costs and/or material losses resulting from the unauthorized use of the information available on the Website.

4. Use of the Website. Liability

4.1. By using the Website, you shall acknowledge that it is outside the competence of UTA or their affiliates, partners or suppliers to supervise the correct use of the Website, and that they cannot be held liable for any differences that might result with respect to such a use.

UTA shall take no responsibility for any losses incurred as a result of an inadequate or unlawful use of the Website, of the use in breach of the Terms and Conditions, including for losses that derive from the theft or loss of any access password, if applicable. UTA shall not be responsible for any failing operations or for the lack of the possibility to perform operations for reasons that are not connected with it, such as the faulty operation of telecommunications systems or downtime in data transmission. UTA shall not take any responsibility for the occurrence of force majeure events or for situations in which it acted in accordance with the restrictions due to the legislation in force.

UTA together with its affiliates, partners and suppliers shall take no responsibility for any loss of data or information resulting from delays, caused by events that are outside their control or are generated by the conduct of third parties or by errors, negligence or out of the intention of the Client and/or User.

UTA shall take no responsibility for the commercial sale markets which decline to take into consideration the UTA Card for reasons that may be assigned to the Client or its Users or for reasons that may be assigned exclusively to the respective commercial sale markets. Also, it shall not be responsible for any defective or inadequate products or services, or for an incomplete or delayed delivery of any product or service for which payment was made by the UTA Card.

4.2. Any eventual links to other websites belonging to partners or third parties shall be provided only for the purpose of an enhanced accessibility of the information, UTA shall take no responsibility or liability for the contents of such websites, for the products or services promoted or traded by means of such websites.

4.3. The Client / User agrees to use the Website only for legal purposes and undertakes to not modify, copy, distribute, transmit, display, publish, reproduce, grant licenses, create derived products, transfer or sell any kind of information obtained from or via the Website.

5. Notices and Complaints Regarding the Operation of the Website

The notices and complaints regarding the operation of the Website may be transmitted to the following contact data: contact.romania@uta.com

The complaint submitted appropriately must contain at least information regarding the User, the Client, their contact data and a description of the issue to which the complaint refers.

UTA shall immediately notify the submitter of the complaint in relation to the result of its analysis by means of the email address provided in this respect. Complaints shall be analyzed within a reasonable term from their registration.

For any notices and complaints in connection with UTA services and/or products, including with regard to the operations performed by means of the UTA Card, the clauses of the agreement made by and between the Client and UTA and any eventual procedures of the latter shall apply.

6. Security

6.1. UTA shall take all the actions and shall make all the efforts to protect the Website and the information transmitted when using the Website, by means of various protection scripts and protocols for password-protected access to the database server. Even if we offer these technologies alongside other measures for the protection of the confidential information and we make the efforts deemed as necessary to ensure the appropriate security, we do not guarantee that the information transmitted via the internet are secured or that such transmissions shall not be delayed, discontinued, intercepted or that they shall not present any errors out of reasons which do not pertain to UTA.

6.2. To the extent to which the Website develops a section meant to Clients and/or Users which is accessible exclusively based on user name/password, then UTA shall take no responsibility for any eventual damages caused by the provision by the Client/User of the user name and/or password to unauthorized persons.

7. Personal Data

7.1. The website can use various technologies to collect and store information when a User accesses it, and such technologies may include the transmission of cookies or anonymous identifiers to the User's device.

7.2. UTA shall process personal data according to law, in good faith, for legitimate purposes, primarily in view of providing services to UTA and of promoting UTA products and services.

The User, simply by accessing the Website or, as applicable, by logging in, explicitly and unequivocally agrees that UTA should use the personal data referring to the User.

The information about the User can still be used by UTA also for purposes associated with the trading of UTA products and with the performance of UTA services, such as:

- the processing of the User's requests
- the provision of other products or services meant to the Users or UTA Clients
- the resolution of the requests, queries or complaints
- the performance of market surveys and the marketing of UTA services/products or the services/products of its partners/affiliates
- the contacting of the User (including by mail, email, fax, text messages or telephone) in connection with the offers of services/products of carefully selected UTA partners, which appreciate that it might be of interest to the User (unless the User made a written request to not be contacted in this respect).

As a result of the first log-in, the User expressly and unequivocally agrees to receive on its email address commercial and other communications from UTA. The recipient of commercial communications shall have the right to revoke its consent to receive such communications by means of a simple notification sent in writing to UTA.

7.4. UTA shall not distribute data to companies, organizations and persons which are not UTA's affiliates or partners or which are not connected with the performance of UTA services, unless one of the following situations occurs:

- with the User's consent
- for legal reasons

7.5. Users shall benefit from the rights provided under the law, respectively:

- the right to access to data – any envisaged person shall have the right to obtain, upon request and free of charge for one request per year, the confirmation of the fact that the data regarding it are or are not processed by the operator
- the right to intervene on the data – any envisaged person shall have the right to request the rectification, update, blocking or deletion of the data whose processing does not comply with the law, particularly incomplete or inaccurate data
- the right to oppose – the envisaged person shall have the right to oppose at any time, for grounded and legitimate reasons, that the data related to him/her should form the object of processing or be disclosed to third parties
- the right to not be subject to an individual decision and the right to resort to justice, without impairment to the possibility to file a complaint with the supervisory authority in the field
- the right to go to court and request damages for violation of rights according to law
- the person in question may request, free of charge, in writing, at any time, that its personal data should no longer be processed

The rights of envisaged persons shall be exerted through the transmission of a message by means of the contact form or by a letter/request sent to the following contact data: contact.romania@uta.com



UTA. Non Stop.

The User or the persons envisaged by data processing understand and agree that the manifestation of their right to oppose shall be equivalent to the impossibility of providing one or all of the services undertaken by the legal relations born with them or with the Client.

8. Final Provisions

8.1. By accessing this Website, the User, respectively the Client, shall accept the fact that, for any dispute connected with the operation of the Website, with the use of UTA products and services, including Cards, the applicable law and jurisdiction/competent court of law shall be those mentioned in the agreement made by and between the Client and UTA in this respect.

8.2. UTA shall be the only one that may modify, suspend or discontinue the operation of the Website at any time, including the availability of any function, database or content. UTA may also set certain limits on the functions or services or may restrict access to the Website or parts of it, without any prior notice and without being held responsible in this respect.

UTA shall reserve the right to update and/or review the Terms and Conditions at any time without any prior notice. Please check up periodically for any eventual modifications. UTA shall take no responsibility for the security of this Website or of your line of communication with it.