

TERMS AND CONDITIONS

Visiting, using or ordering products viewed on www.dracula-originem.ro implies acceptance of the Terms of Use detailed below. For good use of the site, it is advisable to carefully read the Terms and Conditions. www.dracula-originem.ro is managed by S.C. Count's Heritage S.R.L. with headquarters in Strada Viitorului, Nr. 12G, Rosu, Chiajna Commune, Ilfov County registered with the Bucharest Trade Registry under No. J23 / 1519 / 07.04.2017, CUI RO 37358106. We reserve the right to make changes to these Terms and Conditions and any changes to the site www.dracula-originem.ro without prior notice. By accessing the Terms and Conditions page, you can always read the latest version of these terms.

Cap. 1 - Terms. Definitions. Contracting Parties:

According to the legislation in force, we define the following terms as follows:

(1) Information society service - any service performed using electronic means and having the following characteristics:

- a) It is carried out in consideration of a patrimonial benefit procured to the tenderer by the consignee;
- b) It is not necessary for the offeror and the recipient to be physically present simultaneously in the same place;
- c) It is done by transmitting the information at the individual request of the recipient;

(2) Electronic means - electronic equipment and cable networks, optical fiber, radio, satellite and the like, used for the processing, storage or transmission of information;

(3) Service provider - any natural or legal person who makes available to a determined or indeterminate number of persons an information society service;

(4) Service provider established in a State - a service provider with a fixed establishment in the territory of a State and effectively pursuing an economic activity using that fixed establishment in the territory of a State for an indefinite period; the establishment of a service provider in a State is not necessarily determined by the place where the technical and technological means necessary to provide the service are located;

(5) Domain - an area of a computer system, owned as such by a natural or legal person or by a group of natural or legal persons for the purpose of processing, storing or transferring data;

(6) Service recipient or consignee - any natural or legal person using, for commercial, professional or other purposes, an information society service, in particular for the purpose of seeking information or providing access thereto;

(7) Consumers - any natural person acting for purposes other than those of his commercial or professional activity;

(8) Commercial communication - any form of communication intended to promote, directly or indirectly, the goods, services, image, name or business name, firm or emblem of a trader or member of a regulated profession; do not in themselves constitute the following commercial communications: information providing direct access to the activity of a natural or legal person, in particular by domain name or e-mail address, communications relating to the goods, services, image, name or trade marks of a natural person; or legal entities by a third party independent of the person concerned, especially when they are made free of charge;

(9) Remote access payment instrument - an electronic payment instrument through which the holder can access his funds held in an account with a financial institution and authorize the making of a payment using a personal identification code or other similar means of identification;

(10) cash - cash;

(11) Holder - the person holding an electronic payment instrument on the basis of a contract concluded with an issuer, under the conditions provided by law;

(12) Identification data - any information that may permit or facilitate the execution of the types of operations mentioned above, such as an identification code, name or name, domicile or address, telephone, fax, e-mail address, or other similar means of identification, the fiscal registration code, the personal numerical code and others alike.

Cap. 2 - Price and methods of payment:

The purchase price shown on the invoice will be the same as the one presented on the site at the time of purchase, plus the delivery costs. The payment of the products is made in cash, at the delivery of the product or by means of payment with remote access when ordering online.

Cap. 3 - Obligations of the parties:

(1) The service provider has the obligation to make available to the addressees and public authorities means which allow easy, direct, permanent and free access at least to the following information:

a) The name or the name of the service provider;

b) the domicile or location of the service provider;

c) telephone, fax, e-mail address and any other data necessary to contact the service provider directly and effectively;

d) the registration number or other similar means of identification, if the service provider is registered in the trade register or in another similar public register;

e) Tax Registration Code;

f) the identification data of the competent authority, where the activity of the service provider is subject to an authorization regime;

(g) the professional title and the State in which it was awarded, the professional body or any other similar body of which it is a part, an indication of the rules applicable to the profession in question in the State where the service provider is established and of the means of access thereto; where the service provider carries out regulated professional activity;

h) Tariffs for the services offered, which must be indicated in compliance with the rules on marketing of market products and services, specifying the exemption, inclusion or non-inclusion of value added tax, as well as the amount thereof;

i) Including or not including in the price of delivery costs, as well as their value, if any;

j) Any other information that the service provider is obliged to make available to the recipients in accordance with the legal provisions in force.

(2) The obligation stipulated in par. (1) shall be deemed to be fulfilled if the service provider displays such information in a clear, visible and permanent form within the webpage through which the service is provided under the conditions referred to in paragraph (1).

(3) In order to be able to buy from www.dracula-originem.ro, the recipient has the obligation to enter the required identification data in the online store. In using the service, you declare that you will provide real, accurate, current and complete information about you. If we believe that this obligation has been infringed, we reserve the right to block your access to the use of the service, for a fixed or indefinite period, without prior notice.

Cap. 4 - Delivery Information:

We strive for the delivery date to be as close to 24 hours as possible, starting from the date of your order. This term can be changed for reasons beyond our control until 3 working days. The delivery is done by a courier company at the address specified by the customer or by a representative of our company. Delivery charges are payable by the recipient. If you want to specify certain delivery issues such as delivery time, address or landmarks, please enter these items in the comment box before completing the order. The day your parcel will be shipped will be notified by email or by telephone to Count's Heritage or similar. The package can be taken over by any family member. The package will reach the address specified in the order. The products are delivered within the stock limit. If one or more of the ordered products are no longer in stock, you will be notified of this. In some cases, the ordered product may be replaced by a similar one if you request and agree to this. Liability for any damage to the product, package or package sent by us is the responsibility of the courier company or the carrier in accordance with the applicable law. The products will be replaced by us if proof of the shipping fault is proved and if we are notified within 24 hours of receipt of the package at office@dracula-originem.ro.

Cap. 5 – Commercial Communications

(1) Making commercial communications by electronic mail is prohibited, unless the addressee has expressly expressly agreed to a first communication.

(2) To the extent permitted, commercial communication constitutes a service of the information society or a part thereof, it shall comply with at least the following conditions:

a) Be clearly identifiable as such;

b) The natural or legal person in whose name they are made to be clearly identified;

c) Promotional offers, such as discounts, prizes and gifts, must be clearly identifiable and the conditions to be met for obtaining them are easily accessible and clearly displayed;

d) Promotional competitions and games must be clearly identifiable as such and conditions of participation should be easily accessible and clearly displayed;

e) Any other conditions imposed by the legal provisions in force. (1) Efectuarea de comunicări comerciale prin poștă electronică este interzisă, cu excepția cazului în care destinatarul și-a exprimat în prealabil consimțământul expres pentru a primi asemenea comunicări.

Cap. 6 - Validity, legal effects and proof of contracts concluded by electronic means

(1) Contracts concluded by electronic means produce all the effects that the law recognizes in contracts when the conditions required by law for their validity are met.

(2) For the validity of contracts concluded by electronic means, the prior consent of the parties to the use of electronic means is not required.

(3) Proof of the conclusion of contracts by electronic means and the obligations arising from such contracts shall be subject to the provisions of the common law on probation and to the provisions of Lg. 455/2001 on electronic signature.

Cap. 7 - Copyright

The entire content of the online store www.dracula-originem.ro, including texts, images, graphics, web graphics, scripts and any other data, is the property of S.C. Count's Heritage S.R.L. or its suppliers and is protected under the Copyright and Intellectual Property Law. The use without written consent of any items on the www.dracula-originem.ro site, or any of the above items, is punishable under the laws in force. To claim intellectual property rights you can use the office@dracula-originem.ro mail address.

Cap. 8 - Privacy Policy

SC Count's Heritage S.R.L. is registered with the National Supervisory Authority for Personal Data Processing as a personal data controller under the number 3137. According to the requirements of Law no. 677/2001 on the Protection of Individuals with regard to the Processing of Personal Data and the Free Movement of such Data, as amended and supplemented, S.C. Count's Heritage S.R.L. has the obligation to administer safely and only for the specified purposes, the personal data you provide to us about you.

The categories of personal data processed are: first and last name, telephone / fax, address (home / residence), e-mail. Refusing to provide this data may cause your orders not to be honored.

The purpose of collecting personal data is: economic-financial management, marketing, advertising, statistics, electronic communications services, informing Clients about their account status on www.dracula-originem.ro, informing Customers about the evolution and status of orders.

The user's filling in the forms on the site is equivalent to the unconditional acceptance of such data being included in the www.dracula-originem.ro database and by the use and processing by www.dracula-originem.ro, the affiliates and their collaborators for performing the above-mentioned activities, including, but not limited to, marketing, courier, payment / banking services providers.

If the Customer modifies by using the forms on the site personal data already delivered to www.dracula-originem.ro and there are Orders in progress, the orders retain their data from the moment of placement of the Order and the delivery of the products will be made taking consider newly modified data.

According to Law no. 677/2001 on the Protection of Individuals with regard to the Processing of Personal Data and the Free Movement of such Data, as amended and supplemented, and Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, www.dracula-originem.ro has the obligation to process safely and only for the specified purposes the personal data provided by the Users.

When a User creates an account on www.dracula-originem.ro, he will receive commercial communications from www.dracula-originem.ro only to the extent that he has given his express consent by selecting the appropriate option. The data collected on newsletters and alerts are confidential, www.dracula-originem.ro will be able to select Users to whom they will send newsletters and alerts.

We are committed to protecting the privacy of children aged 16 or over. If you are 16 years of age or less, please receive parent / guardian's prior permission whenever you provide us with personal information. Personal information may be disclosed without your consent in case of litigation / to the following recipients: Banks involved in online payments, International Card Holders and Service Providers / Products, respectively according to the Law, to the competent institutions. In accordance with the provisions of Law No. 677/2001, our clients have the following rights:

- 1) Right to information (Article 12).
- 2) Right of access to data (Article 13) - the right to obtain on request and free of charge for a request per year the confirmation that the data concerning it are processed or not by the data controller.
- 3) Right to intervene (Article 14) - the right to request the data controller, on written request and free of charge, the following:
 - a) Correct, update, block or delete incomplete, inaccurate or unlawful data;
 - b) Transforming unlawful personal data into anonymous data;
 - c) Notification to third parties of the operations referred to in a) and b).
- 4) Right of opposition (art.15) - the right to oppose, free of charge and on a written request, for well-founded and legitimate reasons related to its particular situation, that the data that is intended to be processed.

5) The right to appeal to justice (Article 18) - the right to appeal to justice for the protection of rights guaranteed by law and which have been violated.

6) Right to complain to the supervisory authority (Article 25).

Not keeping data: Customer / User / Purchaser payment card data will not be accessible or stored by www.dracula-originem.ro, but only by the Transaction Authorization Authority or another entity authorized to perform card identification data storage services, the entity of which the Customer / User / Purchaser will be informed before the data is entered.

Cap. 9 - Product Responsibilities

SC Count's Heritage S.R.L. assumes no liability and can not be held responsible for any damage arising from the use of products purchased through this site for purposes other than those specified by the manufacturer. Product returns can be made in accordance with OG 130/2000, and for more details please visit the "Return policy" section.

Cap. 10 - Limitations on the use of certain distance communication techniques

(1) The following distance communication techniques require the prior consent of the consumer:

- a) Automated call system without human intervention (automatic call);
- b) Telecopier (fax);
- c) Email address (e-mail).

(2) The use of other remote communication techniques other than those provided in art. 1 is not permitted if there is a refusal by the consumer.

Cap. 11 - List of remote communication techniques

- a) Unaddressed printing;
- b) Printed matter;
- c) Typical Letter;
- d) printed advertising with order receipt;
- e) Catalog;
- f) Telephone with human intervention;
- g) Telephone without human intervention (automatic call, audiotext);
- h) Radio;
- i) Videophone (telephone with image);
- j) Videotext (microordinator, keyboard TV or touch screen);
- k) e-mail (e-mail);
- l) Telecopier (fax);
- m) Television (teleshopping).

Cap. 12 - Litigation

By using, viewing or purchasing the products on this site, the user has acknowledged that Romanian laws will govern the above Terms and Conditions and any dispute of any kind that may arise between the user and S.C. Count's Heritage S.R.L. In the event of any conflict between S.C. Count's Heritage S.R.L. and its customers, will first try to solve them amicably in at least 30 business days. If amicable settlement will not be possible, the conflict will be settled in the competent court in accordance with the applicable Romanian law.

Cap. 13 - Miscellaneous

If any of the above clauses are found to be null or void, irrespective of the cause, this will not affect the validity of the other clauses. Once the order is launched, the customer accepts without objection the Terms and Conditions of Use, the value of which is the same as a valid contract. By agreeing to these Terms and Conditions, the customer assumes all rights and obligations arising from the purchase of goods through the virtual store www.dracula-originem.ro.

DATA SECURITY

By completing the registration form and the order form, you agree that your data will enter the S.C. company database. Count's Heritage S.R.L., which has the right to collect and manage your personal data, subject to and in compliance with the provisions of Law 677/2001.

www.dracula-originem.ro collects personal data, only with the customer's voluntary agreement, for billing and sending orders and / or returns, for sending periodic newsletters / sms, contacting the customer for solving situations before / after the order, contacting the client at his / her voluntary request.

The Client has the right of access, intervention and opposition to personal data communicated, according to Law 677/2001, free of charge, on a written, signed and dated request.

The personal data provided will not be disseminated to third parties, except for the direct marketing operator of S.C. Count's Heritage S.R.L. at the written request of the participant, dated and signed, sent to Str. Viitorului nr. 12G, Red Village, Chiajna Commune, Ilfov County, S.C. Count's Heritage S.R.L.

SC Count's Heritage S.R.L. undertakes:

- to confirm to the applicant whether or not to process personal data free of charge for a request per year;
- to rectify, update, block, erase or transform into anonymous data, free of charge, data whose processing does not comply with the provisions of Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free circulation of such data;
- cease processing of the applicant's personal data.

The Customer has the right to request, once a year, in writing, the record of how their personal data is processed.

HOW TO BUY

Through www.dracula-originem.ro you can order the desired products online.

You have to add each item to your shopping cart by using the "ADD TO CART" button. You will be directed to your shopping cart, where you can view all the products you have added so far.

To complete the order, use the "BUY" button. You will be taken to a section where you need to fill in the billing information. If you chose to create an account, after completing this information, you will

receive a confirmation email. Once completed, this data will remain on your account and you will not need to re-enter it for a new order.

Next, you can opt for a delivery address other than billing, you can specify delivery details and choose the payment method. Once all the data has been completed correctly, press "Command". From now on, our operators will take over the order that will arrive to you as soon as possible.

Enjoy your shopping!

RETURN PIOLICY

If you are unhappy with the products purchased at www.dracula-originem.ro and you want to cancel the purchase and, implicitly, get your money back, you can apply for the return procedure of the products within 10 working days, according to the provisions of Government Ordinance no. 34/2014 on the protection of consumers in respect of the conclusion and performance of distance contracts.

The 10-day period provided for the exercise of this right shall begin:

- (a) for products from the date of receipt by the consumer;
- b) for services, on the day of the conclusion of the contract.

A distance contract means a contract for the supply of goods or services between a trader and a consumer under a sales system organized by the trader who exclusively uses, before and at the conclusion of this contract, one or more techniques of distance communication.

The return within 10 business days is only for customers who have purchased online products from www.dracula-originem.ro. The Customer has the right to terminate the contract unilaterally within 10 business days without penalty and without invoking any reason.

According to Ordinance no. 34/2014, the consumer is liable for the costs of returning the goods to the trader.

The right to opt-out does not apply to legal entities.

Refunds will be made no more than 30 days after the consumer denounces the contract.

According to the provisions of Ordinance no. 34/2014, the consumer may not unilaterally terminate the following types of contract, except where the parties (consumer and trader) have otherwise agreed:

- a) service contracts whose execution has begun, with the consumer's agreement, before the expiry of the 10-day working day;
- b) supply contracts for products or services the price of which depends on fluctuations in financial market rates that can not be controlled by the trader;
- (c) contracts for the supply of products made to the consumer's specifications or distinctly personalized products as well as those which by their nature can not be returned or which may deteriorate or deteriorate rapidly;
- d) contracts for the provision of audio, video or computer programs, if these records or software have been unsealed by the consumer;
- e) contracts for the supply of newspapers, periodicals, magazines;
- f) betting or lottery service contracts.

For any details or concerns about returning the products please contact us by email or one of the phone numbers displayed on www.dracula-originem.ro