

# TERMS OF USE MIRUS & LEXINGTON BRIDGE APPLICATION

## 1 Definitions

In these Terms of Use, the following definitions apply:

**MIRUS & LEXINGTON General Terms and Conditions:** the General Terms and Conditions governing MIRUS & LEXINGTON engagements.

**MIRUS & LEXINGTON BRIDGE:** the application/tool with the name MIRUS & LEXINGTON BRIDGE and the functionalities and Information offered via this application/tool, i.e. an online portal.

**MIRUS & LEXINGTON BRIDGE Terms of Use:** these Terms of Use applicable in connection with the Bridge Application

**MIRUS & LEXINGTON BRIDGE Privacy and Data Protection Policy:** The privacy and data protection policy included in these Terms of Use that regulates the matters in relation to the personal data processing operations

**Client:** the party receiving services from MIRUS & LEXINGTON, within an engagement established between it and MIRUS & LEXINGTON.

**MIRUS & LEXINGTON:** Means any of the following companies:

### **1. Mirus Consultanță Fiscală S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891

Tax ID No.: RO28785604

Registration: Bucharest Trade Registry

Reg. No.: J40/8224/2011

### **2. Mirus Consultanță în Contabilitate S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891

Tax ID No.: RO32756160

Registration: Bucharest Trade Registry

Reg. No.: J40/1358/2014

### **3. Mirus Consultanță în Salarizare S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891

Tax ID No.: RO28765810

Registration: Bucharest Trade Registry

Reg. No.: J40/8146/2011

### **4. Mirus Employment Services S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891

Tax ID No.:RO30860651

Registration: Bucharest Trade  
Registry Reg. No.: J40/12772/2012

**5. Lexington House S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891  
Tax ID No.: RO27183155  
Registration: Bucharest Trade Registry  
Reg. No.: J40/6820/2010

**6. Lexington Corporate Services S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891  
Tax ID No.: RO31121436  
Registration: Bucharest Trade Registry  
Reg. No.: J40/681/2013

**7. Tax Representation S.R.L.**

Address: Bucharest, District 1, 26 Biharia Street, 4th floor, postal code 013891  
Tax ID No.: 30328094  
Registration: Bucharest Trade Registry  
ID No.: J40/6973/2012

**Information:** all information, documents and data provided through the MIRUS & LEXINGTON BRIDGE by the Client and/or MIRUS & LEXINGTON.

**Engagement:** the contract for professional services concluded between the Client and MIRUS & LEXINGTON relating to the services received by the Client from MIRUS & LEXINGTON.

**Single-Sign-On functionality:** the functionality of the MIRUS & LEXINGTON BRIDGE through which the Client is given access to software applications, including its own.

**2 About MIRUS & LEXINGTON BRIDGE**

1 MIRUS & LEXINGTON Bridge is an Application developed by MIRUS & LEXINGTON for its Clients, having as purpose a better and easier management of the communication between MIRUS & LEXINGTON Bridge and the Clients, in the context of the Engagements.

2 The MIRUS & LEXINGTON Bridge Application is also a modern and safe manner to ensure an easy, permanent, distance and organized access to the documentation both of the Client and MIRUS & LEXINGTON, being made available by MIRUS & LEXINGTON for the purpose of collecting the Information necessary to perform the Engagement and providing to the Client its services. Thus, the MIRUS & LEXINGTON Bridge offers both to the Client and MIRUS & LEXINGTON the opportunity to use certain software applications in order to process Client data required for the Engagement, respectively to provide to the Client the results and the services rendered by MIRUS & LEXINGTON.

3 Moreover, MIRUS & LEXINGTON Bridge Application may include also other facilities to the Clients, such as synchronized working calendars (that incorporate the status of the services performed by MIRUS & LEXINGTON within the Engagement) or the functionality of VDR (Virtual Data Room). The access of the Client to any such facilities of MIRUS & LEXINGTON Bridge, as the case may be and subject to the availability of such facilities, will be discussed

between the Client and MIRUS & LEXINGTON, for the purpose of establishing the specific terms of such use.

### **3 Applicability**

1 All and any legal and/or business relationships between the Client and MIRUS & LEXINGTON involving the use of the MIRUS & LEXINGTON Bridge by MIRUS & LEXINGTON and/or the Client are subject to the MIRUS & LEXINGTON Bridge Terms of Use, which apply in addition and supplementary to the MIRUS & LEXINGTON General Terms and Conditions and the MIRUS & LEXINGTON Bridge Manual. In the event of any conflict between these MIRUS & LEXINGTON Bridge Terms of Use and/or the MIRUS & LEXINGTON General Terms and Conditions and/or MIRUS & LEXINGTON Bridge Manual, the following hierarchy applies:

1. MIRUS & LEXINGTON Bridge Terms of Use;
2. MIRUS & LEXINGTON Bridge Manual;
3. MIRUS & LEXINGTON General Terms and Conditions.

### **4 Acceptance of the MIRUS & LEXINGTON Bridge Terms of Use**

1 By using the MIRUS & LEXINGTON Bridge Application, the Client acknowledges and agrees to these Terms of Use and the MIRUS & LEXINGTON Bridge Manual. If the Client does not agree with any of these Terms of Use, the Client shall not use the MIRUS & LEXINGTON Bridge.

2 The Client is hereby informed and acknowledges that, once these Terms of Use are accepted, any rights and licenses granted hereunder may not be transferred or assigned by the Client to any third parties.

3 In order to duly accept these Terms of Use, the Client hereby gives its express consent and confirms that it has the legal capacity and representation to undertake these terms, conditions and obligations set forth below and to comply with these Terms of Use, as well as with the MIRUS & LEXINGTON Bridge Manual.

### **5 Copyright and Intellectual Property. User license, scope and duration**

1 The Client is hereby informed that Mirus Consultanta Fiscala S.R.L. is the legal holder of all and any copyrights, intellectual property rights and ownership rights in connection with MIRUS & LEXINGTON Bridge and has granted the corresponding rights to all the companies included in the MIRUS & LEXINGTON Group to duly use the MIRUS & LEXINGTON Bridge and make it available to its clients.

2 MIRUS & LEXINGTON or the third party from which MIRUS & LEXINGTON has obtained permits/licenses will at all times remain the owner of all the copyright, intellectual and other property rights regarding the MIRUS & LEXINGTON Bridge, including but not limited to the design of the application, any of its elements, created texts, scripts, graphics, interactive features, trademarks, logos.

3 The intellectual property rights regarding the MIRUS & LEXINGTON Bridge application rests with MIRUS & LEXINGTON or the third party from which MIRUS & LEXINGTON has obtained the corresponding permits/licenses in relation hereto and all rights that are not expressly

granted to the Client and under these Terms of Use are reserved exclusively to MIRUS & LEXINGTON.

4 By accepting these Terms of Use, the Client expressly acknowledges and agrees that it shall not publish information relating to the MIRUS & LEXINGTON Bridge or operate or otherwise use the MIRUS & LEXINGTON Bridge with the aid of third parties or on its own in a manner (including but not limited to storing or reproducing all or part of the MIRUS & LEXINGTON Bridge on another internet page or inserting links, hyperlinks or deep links between the MIRUS & LEXINGTON Bridge and any other internet page) for which no prior written permission has been obtained from MIRUS & LEXINGTON. Also, the Client may not use, copy or distribute any of the elements of the MIRUS & LEXINGTON Bridge Application otherwise than expressly permitted herein.

5 The Client undertakes to access only those Information and/or documents available through MIRUS & LEXINGTON Bridge in connection with its activity and Engagement. The Client undertakes not to attempt, in any manner whatsoever, operate or otherwise use the MIRUS & LEXINGTON Bridge with the aid of third parties or on its own for the purpose of accessing Information and/or documents pertaining to other Clients of MIRUS & LEXINGTON.

6 If MIRUS & LEXINGTON grants the Client access to the MIRUS & LEXINGTON Bridge (see article 6 of these MIRUS & LEXINGTON Bridge Conditions), the Client obtains a limited, non-exclusive and non-transferable right to use the MIRUS & LEXINGTON Bridge, subject to the limitations and provisions of these MIRUS & LEXINGTON Terms of Use and MIRUS & LEXINGTON Bridge Manual and only as long as the Client and its users comply with the requirements detailed herein.

7 The Client's access to the MIRUS & LEXINGTON Bridge and hence the right to use the MIRUS & LEXINGTON Bridge apply for the term of the Engagement, except if the parties agree that MIRUS & LEXINGTON will make the MIRUS & LEXINGTON Bridge available for a longer period with or without changes to its form and content.

8 MIRUS & LEXINGTON has the right to prematurely terminate or defer for an indefinite period of time, at any time, with immediate effect and without having to give prior notice, the Client's access to and hence its right to use all or parts of the MIRUS & LEXINGTON Bridge, for the purposes of maintenance, adjustments or improvements or in connection with events as referred to in articles 7(7) and 7(8), as well as with any other occasion considered appropriate by MIRUS & LEXINGTON.

9 During the Engagement and use by the Client of the MIRUS & LEXINGTON Bridge, the Client grants to MIRUS & LEXINGTON and any of its employees the right to access and use the documents made available by the latter within the MIRUS & LEXINGTON Bridge Application, for the purposes necessary within the performance of the services undertaken by MIRUS & LEXINGTON within the Engagement.

10 Upon termination of the right to use the MIRUS & LEXINGTON Bridge, MIRUS & LEXINGTON will make a copy of the Information available to the Client, except if and insofar as the Information does not specifically apply to the Client.

11 Upon termination of the right to use the MIRUS & LEXINGTON Bridge, MIRUS & LEXINGTON will destroy the Client's Information, except if MIRUS & LEXINGTON needs

the Information to perform the Engagement or to comply with its statutory safekeeping duties or other statutory duties.

## **6 Fee**

1 Unless agreed otherwise in writing, the Client does not owe MIRUS & LEXINGTON any separate fee for access to and use of the MIRUS & LEXINGTON Bridge.

2 The free of charge access granted by MIRUS & LEXINGTON to the Client does not prejudice in any manner whatsoever to the provisions of these Terms of Use regulating the liability and indemnification.

## **7 Access of the MIRUS & LEXINGTON Bridge Application**

1 Only persons working at or for the Client or at or for MIRUS & LEXINGTON and who have been authorized to use the MIRUS & LEXINGTON Bridge have the right to access and use the MIRUS & LEXINGTON Bridge. The MIRUS & LEXINGTON Bridge will be available only for the Clients and authorized users holding corporate e-mail addresses.

2 The Client is automatically authorized to use MIRUS & LEXINGTON Bridge when an Engagement is concluded, subject to the acceptance of these Terms of Use. Following the authorization, the Client is issued with the login details (user name, password and PIN) and the MIRUS & LEXINGTON Bridge manual.

3 The Client may grant user rights in the MIRUS & LEXINGTON Bridge to persons working at or for the Client. These persons qualify as users authorized by the Client to whom the stipulations of these MIRUS & LEXINGTON Bridge Terms of Use apply mutatis mutandis. The Client is responsible to bring to the knowledge and attention to the persons working under its supervision these Terms of Use and to take measures in order to ensure the proper observance of these Terms of Use by such persons.

In this respect, the Client will adhere to all instructions and guidelines concerning the use of the Bridge issued by MIRUS & LEXINGTON, and the Client will ensure that the authorized users also adhere to these instructions and guidelines. The Client is the sole responsible for any violations of these instructions and guidelines by its authorized users and MIRUS & LEXINGTON cannot be held liable in relation hereto.

4 The Client will be held responsible for any and all actions of those users that were authorized by him, following to indemnify MIRUS & LEXINGTON for any damages resulting from the actions of such users.

5 Authorized users are given access to the MIRUS & LEXINGTON Bridge by means of a user name and password. To obtain access to the MIRUS & LEXINGTON Bridge when logging in for the first time, the Client or authorized user must first accept the MIRUS & LEXINGTON Bridge Terms of Use.

6 The Client may not give to any users other the authorized ones access to the MIRUS & LEXINGTON Bridge. The Client will take appropriate measures to prevent unauthorized users from gaining access to the MIRUS & LEXINGTON Bridge and to ensure that user names and passwords are not divulged to third parties. The Client will ensure that authorized users correctly

log out of the MIRUS & LEXINGTON Bridge after each session and do not leave their computer unattended while they are logged in. The Client is held liable and is responsible to indemnify MIRUS & LEXINGTON, as the case may be, for any damages incurred as a result of any and all unauthorized actions of any users that have gained unauthorized access to MIRUS & LEXINGTON Bridge Application through the Client.

The sole responsibility for these aspects remains vested with the Client, and MIRUS & LEXINGTON cannot be held liable in relation hereto.

7 MIRUS & LEXINGTON is not liable for any illegitimate use or loss of user names or passwords by the Client or the Client's employees, and may assume that any user signing on with a user name and corresponding password is in fact the authorized user in question. If the Client discovers or has reason to suspect that user names or passwords have fallen into the hands of unauthorized persons, the Client must immediately inform MIRUS & LEXINGTON by email and by telephone, without prejudice to the Client's duty to immediately take effective measures.

8 The Client guarantees that when using the MIRUS & LEXINGTON Bridge, the authorized users will use appropriate software to protect against viruses, spyware and other harmful software. In the case of unauthorized use of the MIRUS & LEXINGTON Bridge, the dissemination of viruses, spyware or other potentially harmful software, or any other potentially harmful event (an "Incident"), the Client will, upon discovering the Incident, immediately inform MIRUS & LEXINGTON about the Incident by email and by telephone. Furthermore, upon discovering the Incident, the Client will immediately take appropriate measures to reduce the harmful effects as much as possible.

Upon learning about an Incident from the Client or otherwise, MIRUS & LEXINGTON will have the right to deny the Client access to all or parts of the MIRUS & LEXINGTON Bridge until the Incident has been resolved.

The Client is held liable and is responsible to indemnify MIRUS & LEXINGTON, as the case may be, for any and all damages incurred as a result of any and all Incidents that have resulted, directly and/or indirectly, due to and/or through the Client. MIRUS & LEXINGTON cannot be held liable in relation hereto.

## **8 Information and Confidentiality**

1 The Client will at all times promptly provide MIRUS & LEXINGTON with all the necessary data and other Information required to perform the Engagement.

2 The Client is responsible for the Information provided through the MIRUS & LEXINGTON Bridge by the Client or the Client's employees or management personnel. The Client guarantees that the Information is correct and complete, and that it has the right to provide the Information to MIRUS & LEXINGTON. The Client guarantees that the Information does not violate any applicable laws or regulations. The Client indemnifies MIRUS & LEXINGTON against any third-party claims relating to this matter.

3 The Client guarantees that it owns all the intellectual and other property rights as well as any other rights in respect of the Information that the Client provides through the MIRUS & LEXINGTON Bridge and guarantees that, by disclosing such Information to MIRUS & LEXINGTON it does not violate any confidentiality obligations. The Client undertakes to

identify MIRUS & LEXINGTON and hold MIRUS & LEXINGTON harmless against any and all third-party claims relating to this matter.

4 To the extent that it is not general, public information, the Information is confidential. Access to the Information is restricted to the MIRUS & LEXINGTON team, who will process the Information only insofar as necessary for the performance of the Engagement. If the performance of the Engagement requires that the Information be made accessible to MIRUS & LEXINGTON employees not working at the MIRUS & LEXINGTON unit, this must be authorized by the engagement manager. The access will be registered in order to guarantee confidentiality.

5 When providing the Information, the Client will at all times ensure that a backup copy of the Information provided is retained, also in the event that the Client uses software applications offered on the MIRUS & LEXINGTON Bridge for processing Client data. MIRUS & LEXINGTON is not responsible for creating backup copies of the Information provided by the Client and is not liable for any damage arising from or in connection with the loss of the Information.

6 With regard to the Information of a general nature provided by MIRUS & LEXINGTON, MIRUS & LEXINGTON strives to provide correct, up-to-date information, but given its general nature, MIRUS & LEXINGTON cannot guarantee that his Information is or will remain correct.

7 MIRUS & LEXINGTON has the right to use the Information and to edit or remove all or part of the Information, even if this Information has been provided on the MIRUS & LEXINGTON Bridge by the Client or persons working at or for the Client, if MIRUS & LEXINGTON deems this desirable or necessary in order to perform the Engagement or comply with applicable statutory duties.

8 The Client will refrain from storing and/or disseminating or causing others to disseminate any harmful material and/or Information on or via the MIRUS & LEXINGTON Bridge, including but not limited to any material that:

- is slanderous, libelous, offensive, racist or discriminatory, or incites hatred;
- is erotic or pornographic;
- infringes third-party rights, including but not limited to copyrights, trademarks and portrait rights;
- violates the privacy of third parties, including but not limited to disseminating personal data of third parties without their permission or doing so unnecessarily, or repeatedly inconveniencing third parties with communications they do not want;
- contains hyperlinks, torrents or similar information regarding which the Client knows or ought to know that it refers to material that infringes third-party rights;
- contains advertisements or solicitations of business activities;
- contains unsolicited commercial, charitable or idealistic communications;
- contains malicious content such as viruses or spyware; or
- can be deemed as unlawful or able to cause any damages to MIRUS & LEXINGTON or any other third party.

9 The client indemnifies MIRUS & LEXINGTON against any and all third-party claims arising from or in connection with unauthorized storage and/or dissemination or the causing of dissemination of harmful material on or via the MIRUS & LEXINGTON Bridge as referred to in article 8(9).

10 The Client hereby acknowledges and confirm that MIRUS & LEXINGTON may disclose confidential Information to the extent such confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.

## **9 Privacy and Data Protection Policy**

**1 Applicability.** Each time the Engagements implies any processing of personal data or operation subject to such legal requirements, MIRUS & LEXINGTON respects the personal data disclosed to him by the Client, as well as the privacy rights of its Clients' and users and therefore protects such personal data and information, by complying with the rules and principles established by the **EU Regulation 2016/679** on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR/the Regulation" ).

All processing of personal data entered into the MIRUS & LEXINGTON Bridge is subject to this Privacy and Data Protection Policy as well as to the Data processing Agreement/Annex concluded between the Client and MIRUS & LEXINGTON at the execution of the Engagement.

MIRUS & LEXINGTON underlines that this policy applies irrespective of the manner how the MIRUS & LEXINGTON Bridge is accessed, respectively it covers any devices that support the corporate emails identified as users (such as phone, tablet, PC etc. subject to the fulfilment of the condition regarding the corporate e-mail).

MIRUS & LEXINGTON underlines that each and anytime the Client and users uses the MIRUS & LEXINGTON Bridge Application, the Client and its users are subject to this privacy and data protection policy and by further accessing, browsing and/or otherwise using the MIRUS & LEXINGTON Bridge, the Client confirms on its behalf and on behalf of its users that it has read, understood and consented to this privacy policy.

**2 Scope.** For the purposes of ensuring a fair and transparent processing of the personal data and information, MIRUS & LEXINGTON implements this Privacy and Data Protection Policy, which sets out the main aspects in relation to the personal data collected and processed on and/or through MIRUS & LEXINGTON Bridge, for what purposes such data is collected and processed, how such information is used, how the Client can change such information, how we ensure the protection of such personal data and the rights of the Client and/or users relating to the personal data provided. Personal data received from the Client and/or users and all personal data that MIRUS & LEXINGTON further collects, stores, keeps and/or processes during the Engagement are treated with the observance of the applicable legislation and exclusively for the purposes provided hereto.

**3 Personal data processed through MIRUS & LEXINGTON Bridge and purposes of processing.** MIRUS & LEXINGTON will only process personal data of employees or customers of the Client as disclosed by the Client through uploading of files MIRUS & LEXINGTON Bridge. Such personal data shall be processed in accordance with the instructions of the Client and only for the purposes detailed within the Engagements concluded with Client in order to provide the Client with the services/legal advice contracted through the Engagement. The



personal data MIRUS & LEXINGTON is provided with through the MIRUS & LEXINGTON Bridge can be used solely for the purposes its Clients.

**4 Client responsibilities in relation to disclosed data.** The Client declares and undertakes that all the personal data entered into the MIRUS & LEXINGTON Bridge has been lawfully collected under the valid legal grounds provided by article 6 and 9 of the GDPR and that all the data subjects to whom such personal data belongs have been informed of the disclosure and processing to be performed by MIRUS & LEXINGTON. The Client will indemnify MIRUS & LEXINGTON against any data subject/third-party infringement claims arising from this matter. The Client is the sole responsible and liable for such aspects and shall hold MIRUS & LEXINGTON harmless for any damages and/or liability that may result from/in connection herein. The Client shall assist MIRUS & LEXINGTON by updating/revising the personal data on a regular basis in order to keep all data accurate.

**5 Disclosure and transfer of personal data.** The personal data collected through MIRUS & LEXINGTON Bridge may be shared with and disclosed with the following categories of recipients/empowered persons as generally authorized by the Client through the Engagement:

- (i) MIRUS & LEXINGTON personnel and employees only from the departments tasked with providing the Client specialized services/legal advice, bound by obligations of confidentiality and professional secret;
- (ii) Companies within the MIRUS & LEXINGTON Group, as necessary for the performance of the Engagement;
- (iii) Third party agents/suppliers or contractors, bound by obligations of confidentiality. This may include, without limitation, database services, server hosting services, IT and communications service providers. Since MIRUS & LEXINGTON may engage third parties to host the systems and data and manage the MIRUS & LEXINGTON Bridge and to the extent that these third parties have access to personal data when providing the relevant services, MIRUS & LEXINGTON will take appropriate contractual and organizational measures to ensure that this personal data is processed only insofar as necessary for the provision of the relevant services and, furthermore, that these third parties are subject to similar contractual guarantees and safety standards regarding the protection of personal data as applicable under these General Conditions and the Engagement between the Client and MIRUS & LEXINGTON.
- (iv) Third parties relevant to the services/legal advice that we provide. This may include, without limitation, counterparties to transactions, other professional service providers, legal representatives, the employer or potential employer, Romanian Immigration Office, Notaries Public, Trade Register, public authorities and institutions, as empowered by the law to request information on personal data, as necessary for the performance of the Engagement.

Other than the disclosure covered by the above cases, the personal data is never disclosed to any third parties and neither it is transferred outside the European Economic Area, unless the Client has explicitly instructed MIRUS & LEXINGTON to do so.

**6 Assistance with data subjects' requests.** Insofar as this is possible, MIRUS & LEXINGTON shall grant assistance to the Client in relation to data subject's requests for exercising their rights.

**7 Storage location and processing period.** Personal data disclosed by the Client shall be stored on secure serves within the European Economic Area. Personal data shall be retained until the

termination of the Engagement when the Client shall instruct MIRUS & LEXINGTON either to delete or to return all such personal data and any existing copies.

**8 Personal Data Security.** MIRUS & LEXINGTON Bridge website opens in a page encrypted with the SSL (Secure Socket Layer) method. Therefore any visit is secured with the highest encryption level supported by your browser.

We have taken further measures to ensure security of processing, as required by GDPR standards, including but not limited to pseudonymization and encryption of personal data, measures designed to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, a rigorous back-up system in order to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

At organizational level, we have adopted and instructed our employees to follow internal procedures aimed at preventing loss or unauthorized access or disclosure. All persons, including our employees, processing your personal data under our authority have pledged to preserve the confidentiality and security of all such personal data.

In case of a security incident affecting and potentially affecting the personal data, MIRUS & LEXINGTON shall have a 24 hours term to notify the Client in this respect. MIRUS & LEXINGTON shall take necessary measures to control and mitigate security incidents. All incidents shall be documented, whether notified to the competent supervisory authority or not.

## **10 Cookies policy**

1 This section refers to the cookies used by MIRUS & LEXINGTON Bridge Application. Please note that, in order to insure the proper functioning of this application, MIRUS & LEXINGTON sometimes places small data files called cookies on the device used by the Client to access MIRUS & LEXINGTON Bridge Application.

2 A cookie is a small text file (letters and numbers) that a website and/or application places on the user's computer, telephone or any other device used when the Client accesses the MIRUS & LEXINGTON Bridge Application, with information about the Client's navigation and operations performed within the application.

3 The cookies are installed by request issued by the MIRUS & LEXINGTON Bridge Application to a browser (e.g.: Internet Explorer, Chrome) and does not contain any software, spyware or virus programs and cannot access information from the hardware of the user. The function of the cookies within the MIRUS & LEXINGTON Bridge Application is to allow to the Client to be recognized within the application, so any page changes or item or data selection the Client performs is remembered from page to page. Without cookies, the webpages and their servers used for the functioning of the application have no memory. A cookie, like a key, enables swift passage from one place to the next. Without a cookie, every time the Client will open a new web page in order to access the MIRUS & LEXINGTON Bridge Application, the server where that page is stored will treat the Client like a completely new visitor.

4 The use of the cookies will enable MIRUS & LEXINGTON Bridge Application to remember the Client's actions and preferences (such as login, language, font size and other display preferences) over a period of time, so the Client does not have to keep re-entering them whenever it comes back to the website in order to access the application or browses from one page to another.

## 5 What type of cookies are used by MIRUS & LEXINGTON Bridge Application

### Session cookies

These cookies allow the Clients to be recognized within the MIRUS & LEXINGTON Bridge Application, so any page change or item or data selection the Client performs, is remembered from page to page.

### Technical cookies

Such cookies allow the Client to browse through the MIRUS & LEXINGTON Bridge Application and to use various functions of the application.

6 The cookies used by MIRUS & LEXINGTON satisfy the criteria provided by the applicable legal provisions in order to be exempted from the required of informed consent of the Clients. However, when accepting the Terms of Use of MIRUS & LEXINGTON Bridge Application, the Client also acknowledges and accept this cookies policy.

## 7 Who uses the information stored in cookies

The information stored in cookies within the MIRUS & LEXINGTON Bridge Application is used exclusively by MIRUS & LEXINGTON.

MIRUS & LEXINGTON does not use any third-party cookies.

## 8 How the Client can avoid using cookies, delete and disable the use of cookies

If the Client prefers to avoid using cookies when navigating through the MIRUS & LEXINGTON Bridge Application, the Client will first need to disable cookies in its browser, and secondly, delete saved cookies in its browser associated with the MIRUS & LEXINGTON Bridge Application.

The Client can carry out the option of not using cookies at any moment. However, the Client hereby acknowledges that if it chooses to disable cookies, it will not be able to take advantage of all MIRUS & LEXINGTON Bridge Application features and it may not be able to access certain functions of the application.

Also, the Client is hereby informed that it can control and/or delete, restrict or block cookies from this application at any time by modifying the configuration of its browser. The Client can delete all cookies that are already on its computer and can set most browsers to prevent them from being placed. If the Client performs such operation, however, it may have to manually adjust some preferences every time it uses the application.

While the configuration of every browser used to access the application is different, cookies configuration is usually carried out in the "Preferences" or "Tools" menu. For more details about the configuration of cookies in its browser, the Client shall check its browser's "Help" menu.

## **11 Security, hosting and administration of the Information and Personal Data**

1 MIRUS & LEXINGTON will ensure that the MIRUS & LEXINGTON Bridge is properly secured and will therefore use its best efforts to take measures to reduce as much as possible the risk of loss of Information and to ensure, by using the latest technology, the privacy of the personal data.

2 MIRUS & LEXINGTON will ensure that appropriate technical and organizational measures are taken to protect the personal data entered into the MIRUS & LEXINGTON Bridge against loss or unlawful processing. Taking into account the currently available technology and the cost

of implementing the measures, these measures will provide an appropriate security level given the risks arising from the processing and from the nature of the personal data to be protected.

3 MIRUS & LEXINGTON will enable the Client to monitor MIRUS & LEXINGTON's adherence to the stipulations of the paragraphs 1 and 2 above.

## **12 Liability, indemnification**

1 MIRUS & LEXINGTON is only responsible for damage or costs incurred due to intent, deception, fraud or willful recklessness on the part of MIRUS & LEXINGTON's management personnel.

2 MIRUS & LEXINGTON is not liable for any damage or costs incurred by the Client or by third parties as a result of the Client's use of the MIRUS & LEXINGTON Bridge, regardless of the reason for such damage or costs, which includes damage due to:

- incorrectness or incompleteness of the Information;
- malfunctions, errors, delays or any other deficiencies of the MIRUS & LEXINGTON Bridge and/or MIRUS & LEXINGTON's means of communication, such as not being able to send, receive, store or change information;
- viruses, spyware and other harmful software;
- temporary or prolonged denial of access to or shutdown of the MIRUS & LEXINGTON Bridge for the purposes of maintenance, adjustments or improvements;
- the alteration, extension or (partly) deletion of the MIRUS & LEXINGTON Bridge;
- any acts or omissions by the Client and/or authorized users in breach of the obligations arising from or in connection with the MIRUS & LEXINGTON Bridge;
- loss of electricity if Client is login in on the system;
- the events as described in articles 7(4) and 8(6).

3 MIRUS & LEXINGTON is not responsible or liable for the existence of an operational point-to-point connection between the systems and software owned or used by the Client and the MIRUS & LEXINGTON Bridge or the platform on which the MIRUS & LEXINGTON Bridge runs.

4 If the Client uses the Single-Sign-On functionality to connect to software applications owned by or licensed to the Client, MIRUS & LEXINGTON is in no way responsible and/or liable for the content and/or use of the software, software packages or data in question.

5 Except as stipulated in article 11 (1), MIRUS & LEXINGTON is not liable for any loss of turnover, profit or goodwill for any reason whatsoever, even if MIRUS & LEXINGTON has been informed of the likelihood of this loss.

6 MIRUS & LEXINGTON will endeavor to repair malfunctions reported to MIRUS & LEXINGTON by the Client, except if the cause of the malfunction is attributable to the Client or to the system and/or software used by the Client.

7 If the Client acts in breach of the obligations arising from or in connection with the use of the MIRUS & LEXINGTON Bridge, the Client will be liable for all the resulting damage and costs incurred by MIRUS & LEXINGTON.

8 The Client indemnifies MIRUS & LEXINGTON against any and all third-party claims, causes of action, costs, damages, demands, losses and expenses whatsoever (including the indirect ones) arising from or in connection with the MIRUS & LEXINGTON Bridge, including but not limited to third-party claims arising from non-fulfilment by the Client or persons working at or for the Client of any of the obligations applicable to them.

### **13 Force majeure**

1 MIRUS & LEXINGTON is not obliged to meet any obligation it is unable to meet due to force majeure. Force majeure is understood to include shortcomings by third parties engaged by MIRUS & LEXINGTON as well as disruptions to or failures in the electricity supply and/or telecommunications systems.

### **14 Evidence**

1 Data extracts from MIRUS & LEXINGTON's computer and other systems will provide sufficient evidence of any and all use of the MIRUS & LEXINGTON Bridge and any and all instructions, guidelines and other communications between MIRUS & LEXINGTON and the Client, as well as any and all transactions and activities carried out under the Engagement. Evidence to the contrary may be submitted only in the event of clear errors in the data extracts from MIRUS & LEXINGTON's computer and other systems.

2 The use of login data for the MIRUS & LEXINGTON Bridge provides sufficient proof of the identity of the authorized user.

### **15 Applicable law and jurisdiction**

1 All legal relationships between the Client and MIRUS & LEXINGTON, including all rights and obligations arising out of or in connection to these Terms of Use are construed, governed, interpreted and governed according to the laws of Romania.

2 Any disputes relating to the legal relationships between the Client and MIRUS & LEXINGTON and rights and obligations arising out of or in connection with these Terms of Use are subject to the exclusive jurisdiction of the court, where the MIRUS & LEXINGTON entity which signed the engagement letter, is established.

### **16 Miscellaneous**

1 MIRUS & LEXINGTON reserves the right to revise these Terms of Use from time to time. Each revised version shall be dated and posted on the MIRUS & LEXINGTON Bridge. Therefore, MIRUS & LEXINGTON strongly recommends to the Clients to review these Terms of Use from time to time and take note of any changes.

2 The Client hereby acknowledge that if it does not agree any longer with these Terms of Use, it should no longer use and access the MIRUS & LEXINGTON Bridge.

3 The Client hereby acknowledges that by continuing to use the MIRUS & LEXINGTON Bridge, it accepts any change made to these Terms of Use.

4 Any notice or other communication that the Client wishes to report to MIRUS &

LEXINGTON in relation to any matter regarding the MIRUS & LEXINGTON Bridge shall be delivered by e-mail to the following troubleshooting e-mail address: [bridge@mirus-group.eu](mailto:bridge@mirus-group.eu).

5 MIRUS & LEXINGTON will provide to the Client access directly within MIRUS & LEXINGTON Bridge to the User Manual, document that will contain explanations and instructions regarding the basic functionalities of the MIRUS & LEXINGTON Bridge. However, for any other additional queries and/or clarifications, the Client can contact MIRUS & LEXINGTON at the following e-mail address: **[support@mirus-group.eu](mailto:support@mirus-group.eu)**.