

A. Terms and Conditions of IJCCC Business (T&C)

Terms and Conditions for Online Shop at <http://univagora.ro/jour/index.php/ijccc/>

INTERNATIONAL JOURNAL OF COMPUTERS COMMUNICATIONS & CONTROL (IJCCC) <http://univagora.ro/jour/index.php/ijccc/>

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1. Definitions, Scope of Application

1.1 The following Terms & Conditions of IJCCC Business (“T&C”) apply to the use of the Online Shop via PayU (<http://www.payu.ro/en/>) at <http://univagora.ro/jour/index.php/ijccc/> (“Online-Shop”), as well as to the purchase contracts concluded at the Online Shop, and to all related services provided by **CD-Agora** (CERCETARE DEZVOLTARE AGORA srl, Unique Fiscal Code: 24747462, Address: Piata Tineretului, 8, 410526 Oradea, Romania, Tel./Fax: +40359101032, E-mail: ijccc@univagora.ro, URL: <http://www.cd-agora.ro>) .

1.2 As used in these T&C, the term “Customer” shall refer to users of the Online Shop and to buyers of print products and publication fees at the Online Shop. Any terms of business laid down by the Customer which diverge from these T&C shall not apply. Any confirmation from the Customer that is based on the latter’s own terms of business is hereby expressly refuted. The Customer’s terms of business shall not become an integral part of any agreements unless CD-Agora has expressly confirmed same in writing.

2. CD-Agora’s Performance and Use of the Online Shop

2.1 In the Online Shop, CD-Agora offers subscription for hard copy of bimonthly magazine INTERNATIONAL JOURNAL OF COMPUTERS COMMUNICATIONS & CONTROL (IJCCC) and online payment of publication fees in IJCCC. The specific items and prices can be gathered from the details provided in each case at the Online Shop.

2.2 Customers intending to place orders at the Online Shop must first register to use the Online Shop. The fundamental requirement for registering is that the Customer is of age and that he or she has full legal capacity.

2.3 The personal data requested during registration must be true and correct. In particular, the Customer may not enter any third-party data and in the event of any changes shall be under obligation to immediately update his or her personal particulars in the Online Shop.

2.4 By sending off the completed registration form, the Customer is submitting a proposal to conclude an agreement on accessing and using the Online Shop. Subsequently, the Customer will be sent a confirmation email containing his or her personal access data. This confirmation email constitutes CD-Agora’s acceptance of the Customer’s proposal. In this way, an agreement on the use of the Online Shop will be formed.

2.5 CD-Agora is entitled to turn down individual registrations for the Online Shop without stating any reasons.

3. Access Data

3.1 The access data (email address and password, or user name and password) are exclusively for the Customer's own personal use. The Customer may not pass on or otherwise disclose his or her access data to third parties. If the Customer obtains knowledge of any misuse of access data, or simply suspects such misuse, he or she must immediately report this to CD-Agora. The Customer shall be liable for all consequences of third-party use insofar as he or she is responsible for access data being misused. This may include having to pay for any orders placed without authorization. The Customer's liability for further actions taken by third parties shall lapse as soon as he or she has informed CD-Agora about the unauthorized usage of access data or their loss, and has changed his or her password, if necessary.

3.2 In the event of any breach of these terms of use and T&C, in particular

- If incorrect data are provided during registration, and/or
- If access data is disclosed without authority to do so,

CD-Agora shall be entitled to temporarily or permanently block the Customer's access data, and/or to finally and conclusively refuse the Customer access either with immediate effect or after a period of notice fixed at CD-Agora's own discretion, and/or to give extraordinary notice terminating the agreement on use with immediate effect. In any such case, the Customer may not re-register as a user of the Online Shop without CD-Agora's express prior approval.

4. Purchase of Print Products and Instruction on Withdrawal/Refund

4.1 The Customer has the option of ordering subscription for print products and/or payment of publication fees, by clicking on the relevant shopping cart button provided for the goods on offer, and by subsequently completing the order process.

4.2 By clicking on the "Order Now" button, the Customer submits a proposal to conclude the relevant contract. CD-Agora accepts this proposal by sending order confirmations by email, where upon the contract is formed. CD-Agora is under no obligation to accept the Customer's proposal. CD-Agora's confirmation of receipt of an order does not constitute a binding confirmation of the actual order.

4.3 The Customer does not have withdrawal right when purchasing payment of publication fees.

4.4 When buying print products other than single copies of magazines, the Customer has the withdrawal/refund rights presented in B section.

5. Terms of Delivery for Print Products

5.1 Subscription period for IJCCC is one year (6 issues/year). The print issues will be sent by CD-Agora via TNT to the Customer up to finish of planned month for publication.

5.2 Customer must indicate an exact institutional address for printed issues delivering, contact person and a phone number.

6. Prices, Terms of Payment

6.1 The prices for the individual goods are stated in the respective presentation of each item.

6.2 The subscription prices for IJCCC and publication fees for papers may increase or decrease during the term of the agreement on use. Any such price change shall not affect a

subscription already taken out. However, if the Customer wishes to actively renew a subscription in the Online Shop, the subscription price then in force shall apply for the renewed subscription.

6.3 All the prices quoted in the Online Shop include Romanian statutory turnover tax at the rate in force at the time.

7. Warranty and Liability

7.1 For goods, there is a legal guarantee of conformity.

CD-Agora shall be held liable in accordance with statutory regulations for any loss or damage sustained by the Customer that is caused by intent or gross negligence; is due to the object of performance lacking a warranted characteristic; is based on a culpable breach of so-called “cardinal obligations;” results from the loss of life, limb, or health; or is covered by liability under product liability law.

7.2 Cardinal duties are those contractual duties, performance of which enables due implementation of the contract in the first place and which the contractual partner fundamentally may rely on being performed, and the breach of which jeopardizes attainment of the very purpose of the contract.

7.3 If a cardinal duty is breached, liability – provided the loss or damage is merely due to slight negligence and does not involve the loss of life, limb, or health – shall be limited to that loss or damage, occurrence of which is typical or foreseeable in connection with providing services such as those constituting the subject-matter of the contract.

7.4 In all other respects, liability towards CD-Agora – for whatever cause in law – is hereby ruled out.

7.5 Where damages sustained by the Customer result from loss of data, CD-Agora shall not be held liable if such damage could have been avoided had the Customer regularly saved all the relevant data and made complete backups at intervals that duly reflect the value of the data.

8. Terminating the Account for the Online Shop

8.1 The Customer may give notice terminating the agreement on use for the Online Shop at any time. Notice may be sent by email to ijccc@univagora.ro or declared in writing and sent by fax or post.

8.2 After the agreement on use has terminated, the Customer shall no longer have any access to the Online Shop. Unused amounts under a subscription taken out by the Customer shall not be refunded.

8.3 Both parties reserve the right to give extraordinary notice for grave cause.

9. Contract Document

9.1 CD-Agora makes no provision for separate contract documents based on these T&C. CD-Agora therefore will not store “the contract document” that specifically relates to the Customer personally. When logged in to the Online Shop however, the Customer will see the subscriptions taken out in his or her name.

10. Data Protection and Miscellaneous

10.1 CD-Agora attaches great importance to the protection and safety of the Customer’s personal data.

10.2. If the Customer is a registered trader, a public corporation or a special trust managing public assets, Oradea- Romania shall be the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship between CD-Agora and the Customer. In such event, Oradea shall be deemed to have been agreed as the place of performance.

10.3 Romanian law shall apply exclusively. Any application of CISG (the Vienna Convention) is hereby ruled out.

10.4 If any provision of these Standard Terms & Conditions of Business is ineffective, this shall not affect the validity of the remaining provisions. In any such case, the parties shall negotiate for a clause that is to substitute the ineffective provision and that reflects the content of the original provision as closely as possible.