

# Terms of Use

## TERMS AND CONDITIONS OF USE

Using [www.casaisarescu.ro](http://www.casaisarescu.ro) site (hereinafter also called CASAISARESCU.ro), you implicitly agree to the Terms and Conditions of Use below. For using the site in the best conditions, it is recommended to read carefully the Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, do not use the site [www.casaisarescu.ro](http://www.casaisarescu.ro). [www.casaisarescu.ro](http://www.casaisarescu.ro) reserves the right to change these Terms and Conditions of Use whenever necessary, without prior notice. Current version of the Terms and Conditions of Use is always available on the site. Please check this page regularly to take notice of any changes. Continued use of this site after changes to the Terms and Conditions of Use implies acceptance of the changes and the new Terms of Use.

### General Information

The site must be understood as a collection of information obtained by accessing the web address [www.casaisarescu.ro](http://www.casaisarescu.ro).

This site is owned by SC MAR LLC (Hereinafter called MAR) that we maintain and manage:

### SC MAR LLC

**Str. Traian, no. 16 bis, Dragasani, Valcea County,**

**Trade Registry.: J38/278/2003**

**Fiscal Code: RO 15351670**

**IBAN LEI: RO33RNCB0264004258430001**

**IBAN EURO: RO16RNCB0264004258430016**

**Bank: BCR Dragasani Branch**

All prices on the site are in ROL and include VAT (24%).

Due to the large volume of information, features and availability of products on this site are subject to change without prior notice.

### Collection of Personal Information

CASAISARESCU.ro applies the highest standards in customer confidentiality. All information (including but not limited to, those related to the customer's account, transactions, correspondence) are used with the utmost discretion. The only personal information collected by CASAISARESCU.ro is those supplied voluntarily by the user when making transactions or other operations. Simple navigation of the site does not involve the collection of personal information. Certain features or services shop requires providing certain personal information, which will be used only for the purposes for which it was provided and / or communications between the site and customers when they are needed (eg confirmation of orders, announcing the program holidays, discounts and promotions).

CASAISARESCU.ro will not share users' personal information collected on the site to any unauthorized third party. This information may be disclosed to legal authorities empowered to supervise commercial transactions, but only on their justified request. CASAISARESCU.ro can provide competent individuals collected information and statistics about the number, profile and

other characteristics of its users, in order to analyze their statistics. This information will not include personally identifiable information.

### **Search**

All search functions offered by CASAISARESCU.ro are available to users in order to enhance the functionality of the site. CASAISARESCU.ro does not collect personal information from search operations, but can store and analyze the history of search criteria in order to identify clients' interests and improve its services.

### **Hyperlinks and other sites**

CASAISARESCU.ro may include links to other websites that are not owned by MAR. CASAISARESCU.ro can not, under any circumstances, be held responsible for the content of such sites.

### **Typographical errors**

CASAISARESCU.ro can not be held responsible for typographical or display errors in terms of prices, features or product images. If an order can not be fulfilled due to such errors, CASAISARESCU.ro reserves the right to cancel the respective order and to inform the customer as soon as possible about the error occurred.

### **Using the site by persons under 18**

CASAISARESCU.ro is not intended for persons under 18. These persons, although they can not be obliged, do not have the right to submit or post information on CASAISARESCU.ro, of whatever nature they may be. Any such operation will be executed through the legal representative of the minor.

### **Promotions and contests**

We set on ourselves regulations for promotions and competitions that we organize. These regulations are made known only to potential participants through our own website or other public or private media. Promotions are made only to those orders which follow the rules posted on the site. Also promotions only apply to orders that are recorded by the Company in the period in which promotions are valid and only limited to the existing stock.

We do not guarantee availability on stock of products and promotions and we can interrupt or cancel the promotions at any time without prior notice.

### **Price products**

Prices are posted on the site in lei, namely: LEI (RON) with VAT.

### **The payment**

Ordered products remain the property of MAR until full payment of the amount.

Payment of ordered products can be done through:

- 1.cash on delivery
- 2 bank transfer into our account
- 3.on-line by credit card (credit / debit cards including Romanian ones)
- 4.financial transfer services (PayPal)
- 5.payment on delivery (cash or credit / debit card), only at our own shops.

By partnering with ePayment International, MAR offers its customers an integrated platform for e-commerce services (PayU) for all payments to be made on CASAISARESCU.ro. In this respect, responsibility of MAR regarding payment transactions made on CASAISARESCU.ro is strictly limited to its obligations under the contract concluded with the partner.

### **Payment in cash at delivery**

Cash payment is made to the agent delivery wholly upon receipt of the products.

### **Payment by bank transfer**

Data necessary for payment by bank transfer are:

**Company Name: SC MAR LLC**

**IBAN LEI: RO33RNCB0264004258430001**

**IBAN EURO: RO16RNCB0264004258430016**

**Bank: BCR Dragasani Branch**

**Unique registration code: RO 15351670**

### **Payment through Online Credit Card**

You can pay on-line with your personal or your company credit/debit card under a safe platform. Payment cards accepted are those issued under VISA, MasterCard, Diners Club and JCB.

There are no additionally charged fees for transactions. For proper completion of the transaction, you must provide code card (all figures of four groups on the front of the card, no spaces), the expiry date and the last three digits on the back of the card with your signature written on the black strip (depending on card it may be missing).

**Payment through financial transfer services** is achieved through integrated service platform ecommerce (PayU) safely and quickly. Accepted payments are PayPal services.

### **Delivery**

Products ordered are delivered using express courier services. Selection of the courier is made by MAR considering the transport cost, history with the courier, urgency requested by the client and other factors conjecture.

Transport costs are entirely borne by the customer and are payable upon delivery package.

During transport, the package is the sole responsibility of courier and the transport is subject to the terms and conditions of this courier.

MAR assumes no liability related to the transport of products ordered on CASAISARESCU.ro and also related to the transport costs.

In special cases (products ordered are out of stock, transport problems) we reserve the right to enlarge the delivery period.

MAR reserves the right not to accept orders and / or deliveries to certain customers and / or to specific addresses.

### **Recall**

Within 48 hours after the delivery of the products, upon the detection of problems, customer can return the products to our company only in original packaging and with original documents issued for the transaction. In this case, MAR may replace that object with an exact one or - if this

is not possible - can repay the amount for the items.

### **Personal data**

User's personal data will be used by <http://www.casaisarescu.ro> only for stated purpose of this site. The information and data from the order form will be used to send the user information like: orders confirmation, possible promotions, etc..

Personal data will be transmitted to the authorities empowered to supervise commercial transactions or other authorities entitled to carry out any checks justified under the law, if this is requested in accordance with applicable laws.

### **Information Security**

MAR guarantees the security and confidentiality of data transmitted and hosted by computer system. MAR will not be held liable for any loss of information caused by any defects or errors in software used for site design and host website and do not guarantee that the site server / servers or emails sent from <http://www.casaisarescu.ro> do not contain viruses or other harmful components. Also, MAR is not responsible for damage that threatens the security of the server that is hosting the site. We guarantee the security and confidentiality, but we do not guarantee security or stability of the software.

### **Resolving complaints**

Any complaints will be brought to the attention of MAR within 48 hours of receiving the products.

If the products can not be shipped to the customer, he/she may request the immediate repayment of the amount already paid to MAR, but he/she can not request other compensation than that.

### **Disclaimer of Warranties and Limitation of responsibilities**

MAR offers no guarantee to users on its availability, accuracy of published information or security of the services.

Site content (text, product descriptions, technical specifications, pictures, symbols) is owned by MAR. Images displayed on the website are examples, and the actual products supplied may differ from the images in any way (color, accessories, appearance, etc.).

[Http://www.casaisarescu.ro](http://www.casaisarescu.ro) website and related materials are provided "as is" and "as long as available" basis.

MAR assumes no responsibility and can not be held responsible for any damage incurred by any use of products purchased through this website, products for which MAR does not offer any warranty, express or implied.

MAR does not guarantee nor can be held responsible if the purchased products do not meet the purpose for which they were purchased.

Also, MAR does not offer any guarantee for any consequences that may arise due to malfunction of services, delayed information or its application security.

MAR will not be held liable for any damages of any kind, including but not limited to, any direct, indirect or incidental. We assume no responsibility for any damage to you of any kind.

### **Pricing Policy**

Product prices are displayed for each product.

MAR can place any promotional campaign on the products listed on the site, special offers

whose conditions will be determined entirely by MAR.

### **Litigation**

Any attempt of unauthorized access to the site [www.casaisarescu.ro](http://www.casaisarescu.ro) and any attempt of fraud will be reported without delay to the competent authorities. All disputes will be settled amicably. If the dispute can not be settled amicably that, or one of the parties renounce amicable settlement, the dispute shall be settled by arbitration authorities. The arbitral decision awarded is final and binding. Invoked force majeure and proven by one of the parties under the law, exonerate the parties from obligations - except the obligation to pay for services provided to its appearance – on the entire duration of the force majeure.

### **Damage on the transport service**

Any damage during transport are the responsibility of the courier and settled under terms and conditions established by each courier. To request support for a positive solving from MAR, the customer must contact MAR at the following address: [casaisarescu@yahoo.com](mailto:casaisarescu@yahoo.com).

### **Copyright**

The entire content of the website [www.casaisarescu.ro](http://www.casaisarescu.ro) - images, text, graphics, icons, web graphics, scripts, programs and other data - is owned by MAR and is protected by copyright and the intellectual and industrial property laws. The use of the items above without MAR prior consent is punishable by applicable law.

### **Comments, Communications and Other Data / Information**

Persons accessing / visiting the site can comment and make any other communications, can send emails with suggestions, ideas, questions or other information, so long as the content is not illegal, obscene, threatening, defamatory, does not disturb the privacy of any other person, does not infringe the intellectual property rights, does not contain viruses, texts on various promotional campaigns, chain letters, mass emails or any other form of spam. Individuals who use a false e-mail address and will send emails or other communications on behalf of another natural or legal person or on behalf of any other person will be punished in accordance with law. CASAISARESCU.ro has the right (but not the obligation) to remove any such content found on the site.

### **How do you know if the information on your credit card are secured ?**

To ensure that you access our server secured before entering private financial information, check the bottom left corner of your browser. If you see a key or lock sealed closed (depends on browser you have it), then SSL is active. To repeat the check on system security, look at the URL or Location line of your browser when you access a secure server, the first characters of the address should change from "http" to " https ".

Some versions of browsers and some firewalls do not permit communication through security servers that we use to process orders at the store. If you can not access the server security, for whatever reason, please send us your order by e-mail at [casaisarescu@yahoo.com](mailto:casaisarescu@yahoo.com).

### **Additional Charges**

The final price paid by the client consists of product price and transport costs. MAR does not charge any additional fee for the purchases. For any additional fee charged, please contact

immediately MAR at casaisarescu@yahoo.com

**Final Provisions**

If any of the above clauses will be found null and/or void, regardless of the cause, this clause shall not affect the validity of the other clauses. Along with buying and ordering, the customer accepts no objections conditions and terms of use, their value is the same with the one of a valid ended contract.