

## **Terms and Conditions of Use and Persona Data Protection Policy (“Policy”)**

AAYLEX acknowledges the importance of your data and is dedicated to protect its confidentiality and security. Therefore, it is critical to us to provide you, in an integrated and practical manner, with information concerning the processing of your personal data, in your capacity as data subjects (users of the website [www.cocorico.ro](http://www.cocorico.ro), CocoRico Facebook page as well as other online Web pages/applications administered by AAYLEX, suppliers, clients, potential clients, consumers, potential consumers) in this Personal Data Processing Policy, which applies to the contexts below.

This Policy applies to all devices (devices such as PC, laptop, smartphone or tablets used to access [www.cocorico.ro](http://www.cocorico.ro) website, CocoRico Facebook page, and other webpages / applications administered and managed by AAYLEX in the online environment (collectively referred to as "**Electronic Platforms**"). If you disagree with the terms and conditions governing the use thereof, kindly refrain from using the Electronic Platforms. It is considered that, in accessing the [www.cocorico.ro](http://www.cocorico.ro) website and the other Electronic Platforms and continuing to use of those and services after reading this Policy, you implicitly agree with the terms and conditions laid down herein as regards personal data protection, copyrights and other issues mentioned in the Policy.

According to the requirements of Regulation no. 679/2016 (General Data Protection Regulation or **GDPR**), and other laws applicable to the protection of personal data , AAYLEX manages on a safely basis and solely for the specified purposes, the personal data that you deliver to us, while using the Electronic Platforms and information provided in respect of AAYLEX the company, products and services, including under the CocoRico brand.

The purposes for which we collect and process your personal data

AAYLEX may collect and process your personal data for the following processing purposes:

- A. Business sale of goods and services, covering the performance, management and development of sales and products and services, research / market studies, statistics in terms of accessing and using Electronic Platforms.
- B. Advertising, marketing and publicity, promotion for the AAYLEX services and its CocoRico brand, conducting promotional campaigns, tracking and monitoring reports in connection with the sale of services.
- C. Post-sale, containing client relation services, informing the users/clients on the assessment of products and services supplied
- D. As evidence in connection with the activities described above and for archiving purposes.
- E. Assessment of data willingly provided upon applying for one of the vacant jobs within the companies forming part of the AAYLEX Group.
- F. General information provided to customers about the products and services provided by AAYLEX by accessing the Contact section of the Website.

For each of the abovementioned purposes, AAYLEX will process personal data based on an appropriate processing ground.

### **Personal Data Categories we May Process:**

– surname, given name, address (domicile/residence), e-mail, birth date and place, professional history, and other information that you can provide by submitting your CV, as well as other personal data that you can provide by accessing and using CocoRico Facebook page and other Electronic Platforms. In addition, in cases expressly provided by law or when a product / service cannot be provided otherwise, AAYLEX may process data consisting

of the personal numerical code and the serial number and identity number strictly identifying the winners of potential promotional campaigns (if any) and for complying with the requirements of tax legislation.

### **Special Provisions Concerning Minors**

AAYLEX does not aim, in its data processing, to process personal data of minors. AAYLEX does not undertake promotional activities in the form of direct marketing directly to minors. The minors who did not reach the age of 14 shall not be allowed to request services or any communications with AAYLEX through the Electronic Platforms, or to take part in contests or campaigns organized by AAYLEX, except where this is achieved on behalf of the minor by the legal representative or custodian of the said minor, in accordance with the law. Furthermore, anyone supplying personal data by means of the [www.cocorico.ro](http://www.cocorico.ro) website, CocoRico Facebook page and other Electronic Platforms represents that he/she is of legal age, and that he/she holds full legal standing. Any collection or processing of personal data of the minors will only take place in accordance with the law, and in observance of the above.

### **Principles which we follow in our business, in respect of the Personal Data Protection Policy**

- Compliance with the relevant laws in force, fairness and transparency
- Restricting the use of data to the specified purpose
- Restricting the use to the data strictly necessary for the course of our business
- Observing the rights of anyone whose personal data is being processed
- Responsible provision of security measures in respect of data processing.

## **Terms and Conditions for Use**

### **1. RECITALS**

These Terms and Conditions on the services (the "Agreement") is an agreement between AAYLEX ("AAYLEX" or "us" or "ours") and you ("User" or "you"), collectively referred to as the "Parties", and separately as the "Party".

This Agreement sets forth the general terms and conditions to use the [www.cocorico.ro](http://www.cocorico.ro) website, CocoRico Facebook page and other AAYLEX Electronic Platforms.

By accessing the Electronic Platforms, you agree with the terms and conditions set out herein.

[www.cocorico.ro](http://www.cocorico.ro) WEBSITE is owned by AAYLEX.

The term "User" of the Electronic Platforms shall mean any natural or legal person accessing any of these platforms. Access to and use of the Electronic Platforms shall take place in observance of these rules, subject to the terms and conditions herein below. Using the Electronic Platforms as User and access to the services provided by it implicitly require that you accept these terms and conditions, with all consequences deriving from the acceptance thereof.

### **2. ACCESS**

The allowed purpose for using the Electronic Platforms is the acquisition of information and access to the services supplied by means thereof. Any use for any purposes other than as indicated above is not allowed. In order to gain access to the Electronic Platforms and to the services and information provided by means thereof, your need to have Internet access in advance, and pay any tax relating to such access. Furthermore, you need to have ready all equipment necessary for the Internet connection. AAYLEX takes no responsibility for the security of such equipment or of your communication line with it.

### **3. INTELLECTUAL PROPERTY; COPYRIGHT**

AAYLEX provides free access to the Electronic Platforms and authorizes you to view, to print and to convey the information existing on the website only for personal, non-commercial purposes.

No material on this website may be fully or partially reproduced or altered without the explicit written consent of AAYLEX.

The content of this website, text, graphics, photos, software, logos and any other materials existing on the website are protected under the copyright law and are owned by AAYLEX. These aspects are applicable to all Electronic Platforms owned by AAYLEX.

It is prohibited to embed any links in other websites from these Electronic Platforms or the other way around, in the absence of AAYLEX's prior written consent.

Where this occurs without AAYLEX's written consent, we take no responsibility for any non-affiliated websites which may be linked to our Electronic Platforms, for materials posted on these Electronic Platforms by anyone else than authorized representatives of AAYLEX and AAYLEX reserves the right to request penalties under the relevant laws in effect for any such infringements.

AAYLEX or third parties authorized by AAYLEX may provide on an authorized basis, by means of the Electronic Platforms, links to other Internet pages or resources. AAYLEX does not represent, is not and may not be held responsible in any way whatsoever for their availability, for the form, content, publicity, product or other materials available on such websites. AAYLEX will not be responsible or liable to pay indemnification, either directly or indirectly, for any damage or loss caused or alleged to be caused by/or in connection with the use of or reliance upon the information, content, goods or services made available on such websites.

Reproducing, copying, multiplying, selling, re-selling or operating a part of the services, access to or use of services or information made available by AAYLEX, by means of the Electronic Platforms in any manner amounting to an infringement of the Romanian or international law governing copyright and intellectual property entails civil or criminal liability for such offences.

AAYLEX reserves the right to prevent by any means whatsoever and to request penalties to be imposed under the applicable laws in force against any persons involved in the destruction or alteration of the Electronic Platforms, its content or security or the attempt to hack or discredit AAYLEX or its partners, goods, services and employees. Any potential dispute relating to these Electronic Platforms falls under the jurisdiction of the Romanian courts of law.

#### **4. RULES AND CONDITIONS OF USE**

Use of these Electronic Platforms implicitly requires the Users to accept the following terms and conditions, with all consequences deriving from the acceptance thereof:

- a.- it is prohibited to post any abusive, immoral, vulgar, hateful or resentful materials aimed at another member of the Electronic Platforms, containing threats or violating anyone's intimacy, privacy or amounting to a violation of the law;
- b. – it is prohibited to send materials for which Users do not hold legal copyright or do not have the owners' consent to use;
- c. – it is prohibited to send spam, junk email, ads, chain messages, pyramid schemes or any other similar requests;
- d. – it is prohibited to send xenophobe or racist, obscene messages and any links to adult content websites;
- e. - AAYLEX reserves the right to delete questionable content, within a reasonable timeframe, and if deemed necessary, access to the Electronic Platforms will be prohibited to that User, this being a manual process, which means that deletion or alteration of the messages on the spot is not possible;
- f. – Users understand and accept that any messages sent are not permanently monitored, however, AAYLEX will respond to the received messages as soon as possible;
- g. - AAYLEX provides no guarantees for any inaccuracy, for incomplete, useless messages or for any information

sent by means of the Electronic Platforms by Users;

h. – the Users acknowledge and accept that the messages express standpoints of their author, and not standpoints of AAYLEX. Users are the only one responsible for the content of their messages and undertake any damages, in the case where legal proceedings are initiated against the posted messages, except for the messages delivered directly to the moderator or administrator. Our liability will not be entailed in any way.

The following are disallowed:

k. - copying, multiplying, disseminating, archiving or preserving, by any means whatsoever, including electronic, magnetic or digital, the materials and information existing on [www.cocorico.ro](http://www.cocorico.ro) website;

l. – the attempt to temper, by any means whatsoever, with the content of the Electronic Platforms, to delete or to alter by any means whatsoever the posted materials and information, or the attempt to take such actions;

m. – the attempt to scan, probe or test the vulnerability of any system in AAYLEX's network or accessing any servers or services in AAYLEX's network, which are not public, without an express written approval from AAYLEX;

n. – the attempt to temper with the operation of hosting services or in AAYLEX's network, by any means, including by "flooding" or "DOS" attacks;

o. – using any e-mail addresses posted by means of the Electronic Platforms to distribute them on mailing lists or in spamming or for any other purpose, except for sending justified personal e-mails, without the written consents of the address owners;

Infringement of any of the above rules shall result in civil or criminal liability.

AAYLEX will investigate any offences relating to such infringements, in cooperation with the authorities competent in preventing or precluding any such infringements.

## **5. AVAILABILITY OF SERVICE**

AAYLEX reserves the right to change or to discontinue, on a temporary or permanent basis, partially or entirely, the services provided to Users by means of the Electronic Platforms, with or without prior notice. AAYLEX is not liable to its users or to any third party natural or legal entity or to any institution for the change, discontinuance or termination of services made available by its Electronic Platforms. AAYLEX may change at any time the content and conditions for the use hereof. The new conditions become enforceable starting from the time when they are made available, by being posted on the Electronic Platforms.

## **6. AVAILABILITY OF PRODUCTS**

The description of any product or service referred to in these Electronic Platforms does not amount to an offer to sell or to supply that product or service. They are only displayed for informative purposes.

For any form of purchase, please contact an official sales representative of AAYLEX and execute the necessary contracts in line with the applicable laws in force at the time when such contracts are executed.

## **7. INFORMATION CONTENT**

The information specified on this website have been drawn up in good faith, for general information in connection with AAYLEX's business and its products and services.

## **8. DISCLAIMER**

In accepting to use these Electronic Platforms, you expressly and implicitly represent that you understand that you agree with the following:

a.- you use the Electronic Platforms at your own liability;

You expressly acknowledge that AAYLEX is exempt from any liability whatsoever, expressed in a direct or indirect manner, including, but not limited to, indirect sale guarantees or suitability for a given purpose.

Users understand and acknowledge that AAYLEX provide no warranty that:

- b. – the information will meet all Users' requirements;
- c. – the outcome which may be derived from use of the Electronic Platforms information will be accurate and reliable;
- d.- the services will be uninterrupted, timely, safe or error-free;
- e.- the quality of any products, services, information or other materials purchased or acquired by you by means of the Electronic Platforms, will meet all your requirements;
- f.- any program error will be rectified.

The user is the only one liable for any destructions caused to the computing systems or network from where the Electronic Platforms is accessed or by any other data loss, which could result from downloading information and services from the Electronic Platforms content.

No advice or any other verbal or written information, acquired from the Electronic Platforms or by means of the Electronic Platforms services will amount to a warranty, save where expressly stipulated in the terms and condition for use.

AAYLEX will not be held liable for any direct, indirect, accidental, special damages, including, but not limited to, indemnification for loss of profit, goodwill, ability to use, data or other intangible or unquantifiable loss (even if AAYLEX was previously informed on the fact that such loss could occur), resulting from:

- g.- the use or inability to use the information of the Electronic Platforms;
- h.- unauthorized access to, or deterioration of transmission or User data;
- i.- the cost for procuring the additional goods or services resulting from any goods, data, information or services purchased or acquired, messages received, transactions entered into through/from the Electronic Platforms;
- j.- representations or actions by any third parties in relation to the services provided by means of the Electronic Platforms;
- k.- anything else relating to the services provided by means of the Electronic Platforms.

If it is construed that any material made available on the Electronic Platforms, posted on the Electronic Platforms by third parties or by Users, violate any copyright or other rights, this should be notified at the mailing address Bucharest, 1<sup>st</sup> District, 71-73 Nicolae Caranfil St., entrance Gheorghe Simionescu, 1<sup>st</sup> floor, or at the email address [secretariat@AAYLEX.ro](mailto:secretariat@AAYLEX.ro).

## **9. PERSONAL INFORMATION AND CONFIDENTIALITY**

According to GDPR requirements, in the sector of electronic communications, AAYLEX has an obligation to securely administer, and only for the specified purposes, the personal data provided to us by you, by a member of your family or by anyone else. In case of refusal to provide data there is the possibility not to be able to participate in contests or to access/benefit from the services of the Electronic Platforms.

In accessing certain services on the AAYLEX's Electronic Platforms, you agree to receive information on the products, services, events, etc. provided by AAYLEX, the operator's contractual partners, other companies from the same group as the operator, service and good suppliers.

Users are fully liable for all information made public from their account.

If any contest, advertising raffle is launched, or any other form of communication with potential consumers, such step will be taken in observance of a set of specific rules, which will be gathered together in the so-called "regulations of advertising campaigns". At any rate, all these will be drawn up in full compliance with GDPR and the laws governing personal data protection.

AAYLEX will not be held liable for any attacks aimed at theft or vandalism and which could result in data being disclosed or compromised.

AAYLEX undertakes no liability for the cases where users post their address or any other personal data, at their own initiative, in a public message, on any of the Electronic Platforms.

Where users deliver any unsolicited materials, AAYLEX reserves the right to consider them non-confidential materials, deprived of copyright protection. Such materials become the property of AAYLEX, free from any claims issued by an individual or by a group of individuals, and they may be used by AAYLEX for any purpose whatsoever, without being held by an obligation to pay any compensation for such use.

The Electronic Platforms may contain advertisements and/or links to websites of third parties, including partners, publicity suppliers or sponsors. The information provided to outside pages fall out of AAYLEX's control and any posting of personal data on other Internet websites is done at your own risk.

CocoRico Facebook Page:

By accessing and using CocoRico Facebook page, we can process the following personal data categories: surname, name, image, email address and other information available in your Facebook account or that you provide us with Facebook messages, or posting content on CocoRico Facebook page.

Please note that accessing and using this social media platform implies acceptance of Facebook terms and conditions as well as Facebook Privacy Policy.

AAYLEX processes your personal data through CocoRico Facebook page for commercial and marketing purposes, to promote the products and services provided by AAYLEX for the purpose of conducting promotional campaigns or responding to requests that you can submit to us publicly or in private. Processing your data for the above purposes will not involve creating a profile by automated means.

We will process your personal data based on your consent or on the legitimate interest of AAYLEX (advertising, marketing and publicity, AAYLEX promotion activities and its CocoRico brand).

Since Facebook is a public social network, the data you have made public can be accessed at any time from anywhere in the world by any person who has an active Facebook account.

If you have made certain personal data public and you no longer agree that this data can be accessed by any Facebook user, you can delete the content posted on your CocoRico page or permanently delete your Facebook account.

AAYLEX undertakes no responsibility for the personal data you post on CocoRico Facebook page or which you send us through private messages. In this regard, please treat this subject with great care and do not to post / send confidential data, sensitive personal data, personal data to third parties, and other information that may be prejudicial to you, a third party or AAYLEX.

[www.cocorico.ro](http://www.cocorico.ro) website contains two sections which may request personal data, if you want to contact us:

**1. The Contact page**, which requests: your surname, name, email address, as well as data on the topic you wish to communicate to us.

The data is exclusively requested for the purpose to better understand your request and to be able to provide a reply in the shortest time practicable to your request. In certain cases, we may share your contact data with third parties, in order to be able to provide a reply to your request.

Thus, your data could be sent to our counselors or to the authorities.

We will process your personal data on the basis of your consent, which you express by filling in the contact form and sending it to AAYLEX. We will not process your personal data for other purposes.

We will retain your personal data provided for this purpose for a period of one month from the time that we resolve your request or until your consent is withdrawn. Eventually, we will delete your personal data.

Please be hereby reassured that in all cases referred to herein we will fully comply with the personal data protection laws.

## Contactați-ne

Nume complet (obligatoriu)

Adresa de email (obligatoriu)

Departament

Subiectul

Mesaj

Vă rugăm să introduceți codul de verificare:

8 U Q 3

**TRIMITE**

**2. The Career page – Applications section**, requesting: the surname, name, email address, as well as the resume you wish to submit to our attention, which may contain your address, phone number, your professional history, your image, and other personal data.

Such data is requested for willful applications, in order to be selected to fill in a job in the AAYLEX company, or in the AAYLEX group of companies: AAYLEX Prod, AAYLEX Distribution SRL, AAYLEX Agro Cooperativa Agricola, Avicola Buzau. Also, the data provided will also be retained by AAYLEX for future recruitment as well.

Thus, your data could be sent to our counselors or to the authorities.

We will process your personal data on the basis of your consent, which you express by filling in the contact form and sending it to AAYLEX. We will not process your personal data for other purposes.

We will retain your personal data provided for this purpose for a period of one month from the time that we resolve your request or until your consent is withdrawn. Eventually, we will delete your personal data.

In certain cases, we may have to share your contact data with third parties, in order to be able to provide a response to your request or in order to assess the data provided.

Please be hereby reassured that in all cases referred to herein we will fully comply with the personal data protection laws.

## Aplicații

Vă rugăm completați formularul de mai jos pentru a aplica pentru unul dintre posturile disponibile.

Nume complet (obligatoriu)

Adresa de email (obligatoriu)

Incarca CV

Formatele admise sunt: .doc, docx si .pdf

**INCARCA**

Mesaj

Vă rugăm să introduceți codul de verificare:

5 3 3 6

**APLICA**

If you do not provide us with your personal data for the two purposes mentioned above, AAYLEX may not be able to respond to your request or be included in the recruitment process. Processing your data for the two purposes mentioned above will not involve creating a profile by automated means.

Pursuant to GDPR, you may enjoy the right of access, the right of rectification, the right to have your data deleted (the right to be forgotten), the right to restricted processing, the right to data portability, the right of opposition, the

---

right not to be subject to any automated decision. In order to exercise these rights you may deliver an e-mail to [secretariat@AAylex.ro](mailto:secretariat@AAylex.ro) or a written request, dated and signed, at the mailing address Bucharest, 1<sup>st</sup> District, 71-73 Nicolae Caranfil St., entrance Gheorghe Simionescu, 1<sup>st</sup> floor.

We also inform you that you have the right to file a complaint with the National Supervisory Authority for Personal Data Processing regarding the processing of your personal data.

If your data is incorrect, please inform us as soon as possible. AAYLEX reserves the right to modify, revise, and supplement this Policy at any time. Any change will be made public on [www.cocorico.ro](http://www.cocorico.ro) site and will actually take effect upon posting on this site.

If you have any other questions, objections to the collection and processing by AAYLEX of your personal data or a complaint about this Policy you can send us an email at [secretariat@AAYLEX.ro](mailto:secretariat@AAYLEX.ro) and we will contact you shortly.