

Terms of Use for Septimia Resort Wellness Website and Mobile Application

Welcome to the Septimia Resort Wellness website and mobile application! Please read these terms of use carefully before using the website or application.

1. Website Owner, the Offering, and Binding of Terms

This website and mobile application are owned and operated by Septimia Resort SRL. These Terms set forth the terms and conditions under which you may use our website and mobile application, and services as offered by us. This website and application offer for the visitors prereservation service for wellness, sports, and swimming pool services. By accessing or using our website or mobile application, you approve that you have read, understood, and agree to be bound by these Terms.

2. Who Can Use Your Website and Mobile Application; What Are the Requirements to Create an Account

The website and application, and thereby our services, can be used by anyone who completes the registration process.

3. Key Commercial Terms Offered to Customers

The prices we charge for using our services are listed on the website. We reserve the right to change our prices for services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

4. Return and Refund Policy

Since the reservation service is currently available for free, no refund is necessary. Our guests only pay when they effectively use the service.

5. Retention of Right to Change Offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

6. Warranties & Responsibility for Services and Products

When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

7. Ownership of Intellectual Property, Copyrights, and Logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all Intellectual Property Rights related thereto, are the exclusive property of Septimia Resort SRL. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

8. Right to Suspend or Cancel User Account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

9. Indemnification

You agree to indemnify and hold Septimia Resort harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or mobile application or any of the services offered on the website or mobile application.

10. Limitation of Liability

To the maximum extent permitted by applicable law, Septimia Resort assumes responsibility for provable damages caused by the use of or inability to use our online booking system, but only up to the amount of the service utilized or paid. We do not assume liability for indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to lost profits, goodwill, use, data, or other intangible losses.

To the maximum extent permitted by applicable law, Septimia Resort assumes liability for any errors, mistakes, or inaccuracies of content in our online booking system; personal injury or property damage arising from your access to or use of our service; and any unauthorized access to or use of our secure servers, and/or any and all personal information stored therein, provided these are directly due to faults in our online booking system.

11. Right to Change and Modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new

Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

12. Promotional Emails and Content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

13. Preference of Law and Dispute Resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Romania and the European Union law, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Odorheiu Secuiesc. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

14. Customer Support Details & Contact Info

For any questions or concerns regarding these Terms, please contact our customer support at reception@septimioresort.ro