



Terms and conditions Sibyl Market

Terms and conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the “Sibyl Market” mobile application (“Mobile Application” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and this Mobile App Company (“Operator”, “we”, “us” or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such an entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such an entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Mobile Application and Services. By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

Accounts and membership

You can be under 18 to use Sibyl Market. By using the Sibyl Market and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age or younger. If you create an account on the Sibyl Market app, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Personal data and privacy

When you create a Sibyl Market account, your name will be displayed publicly to other users, but your other data, such as your email address, will remain private.



Data Use

The only data we collect and process is your provided name and email address. The purpose of collecting your data is to make possible your registration within our app. When you delete your account, **we will not** keep your account information or your email address in our database. In other words, all your data will be deleted.

We will not collect, store or process information from you or otherwise in connection with the Services to comply with Applicable Law and/or regulation, including disclosures to governmental authorities.

Data deletion

Your data will be automatically erased once you delete your account. You can also send us an email at info@sibylmarket.com if you would like us to delete your data at any moment.

User content

We do not own any data, information, or material (collectively, "Content") that you submit in the Mobile Application in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor and review the Content in the Mobile Application submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display, and perform the Content of your user account solely as required for providing the Services to you. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing, or any similar purpose.

Backups

We are not responsible for the Content residing while using Sibyl Market. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain an appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our purposes. We make no guarantee that the data you need will be available.

Links to other resources

Although Sibyl Market may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in Sibyl Market. Your linking to any other off-site resources is at your own risk.



Prohibited uses

In addition to other terms as outlined in the Agreement, you are prohibited from using the Sibyl Market or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Mobile Application and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Mobile Application and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Mobile Application and Services for violating any of the prohibited uses.

Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law, or equity in or about any copyright and related rights, trademarks, designs, patents, inventions, goodwill, and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics, and logos used in connection with the Mobile Application and Services are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Mobile Application and Services may be the trademarks of other third parties. Your use of the Mobile Application and Services grants you no right or license to reproduce or otherwise use any of the Operator or third-party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will the Operator, its affiliates, directors, officers, employees, agents, suppliers, or licensors be liable to any person for any indirect, incidental, special, punitive, cover, or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been



advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of the Operator and its affiliates, officers, employees, agents, suppliers, and licensors relating to the services will be limited to an amount greater than one dollar or any amounts paid in cash by you to the Operator for the prior one month period before the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or failure of its essential purpose.

Indemnification

You agree to indemnify and hold the Operator and its affiliates, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of Sibyl Market or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall apply and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid, or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties intend that the remaining provisions or portions thereof shall constitute their agreement concerning the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Romania without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Romania. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Romania, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its terms related to Sibyl Market at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also notify you in other ways at our discretion, such as through the contact information you have provided.



An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of Sibyl Market after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using Sibyl Market you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Sibyl Market.

Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to **contact us** using the details below:

info@sibylmarket.com

This document was last updated on 20 December 2022.