

# WDFLAT Terms and Conditions

## ("General Terms and Conditions")

*updated on February 28, 2022*

### 1. INTRODUCTION

This website is operated by COJAN MIHAITA, FREELANCER (hereinafter referred to as the "WDFLAT website") a legal entity (SELF-EMPLOYED PERSON) organized and operating in accordance with Romanian laws, with registered professional office in Giurgiu, Fratesti, St. Ecaterina, No. 69, registered with the Trade Register Office under no. F52/18/2022, having tax identification number 45541367, EUID: ROONRC. F52/18/2022, contact telephone number +40765031588 and contact e-mail address: [info@wdflat.com](mailto:info@wdflat.com).

This document sets out the terms and conditions of use of the wdflat.com website / platform.

Please read carefully the Terms and Conditions, as well as all other policies posted on this website, before conducting any transaction through it, as they contain important information about your legal rights, mandatory conditions and legal obligations for using the materials we provide.

If you do not fully and unconditionally accept all of the Terms and Conditions mentioned below, please do not use the WDFLAT website and immediately cease using the platform.

By using the WDFLAT website, you ("you"), the company or entity you represent agree to be a party to these Terms and Conditions. You also represent and guarantee that the person using the WDFLAT website is authorized to enter into this Agreement.

The Privacy Policy, Cookie Policy, and any other policies or documents referred to in these General Terms and Conditions are part of this document.

By using our website, whether or not you use the digital products provided here, you confirm and agree that you have read, understood and agreed to all policies posted on this website and to these General Terms and Conditions.

WDFLAT reserves the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions will be effective only for new accesses or visits to the website, recorded after posting those changes on this website.

Thus, please check the Terms and Conditions section before each transaction, as changes may have occurred since the last visit. Please be sure to return to this page periodically to ensure that you are familiar with the latest version of these Terms and Conditions.

You can determine when the "Terms and Conditions" were last updated or modified by reading the statement under the heading "WDFLAT Terms and Conditions", which is referred to as "*updated on ....*"

To the extent that there is a conflict between these "WDFLAT Terms and Conditions" and other Policies presented on the Website, Additional and Special Policies will prevail.

These “Terms and Conditions” apply to this website owned and / or operated by WDFLAT, but not limited to the website on which the Terms and Conditions are posted, as well as their mobile versions, social networks and applications. (collectively, "Website").

## **2. DEFINITIONS OF TERMS USED**

In the Terms and Conditions, the following terms shall have the following meanings:

**COOKIE** = means a small file, usually made up of letters and numbers, that is downloaded to the memory of a computer (or other equipment used for online browsing - mobile phone, tablet, etc.), when the user accesses the website, used for the purpose of ensuring faster and easier interaction between users and websites;

**PERSONAL DATA** = means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifying element, such as a name, an identification number, location data, an online identifier, or one or several specific elements of physical, physiological, genetic, mental, economic, cultural or social identity;

**LINK** = means a reference, link, navigation element in an electronic document to other parts of the same document, other documents or sections of other documents, to which a user is sent when accessing the navigation element;

**USER** = is any natural person (acting in his/her own name or as the legal representative of a legal entity) who browses the website and views its content without the need for a registration with an account name and password;

**VISIT** = means any access by a person to the wdflat.com website

## **3. PURPOSE OF WDFLAT.COM**

Through the wdflat.com website, users can download digital designs / materials that can be used to record videos, live videos on various online platforms, such as, for example: Youtube, Facebook, Twitch etc.

WDFLAT does not require any personal data from users of wdflat.com to download these digital materials.

At the same time, in order for wdflat.com to be financially supportive, it uses a third-party service, such as Google AdSense, to show users various ads on the website.

These companies use non-personally identifiable information regarding your visit to this website and other website s, such as the user IP address, pages viewed, date and time of your visit, and number of times you have viewed an ad (but not your name, address, or other personal information), to serve ads to you on this website and other website s that may be of interest to you. In the course of serving advertisements to this website, our third-party advertiser may place or recognize a unique cookie on your browser.

Specifically, Google, as a third party vendor, uses cookies to serve ads on this website.

Google's use of the DART cookie enables it to serve ads to you based on your visit to this website and other websites on the Internet. You may opt out of the use of the DART cookies by visiting the Google ad and content network privacy policy.

## **4. USE OF WDFLAT.COM WEBSITE**

Everything located on or in this Website, was created by WDFLAT.com or used with express permission of the copyright and/or trademark owner.

All our materials are royalty free for use personal.

You can modify any resources to your liking to fit into your project, we are however not legally liable for any misuse of our resources.

We do not ask for you to include any attribution or link back to WDFLAT.com, we do however appreciate if you do credit our resources or/and help spread the word about us.

You cannot however redistribute, resell, lease, license, sub-license or offer our resources to any third party. This includes uploading our resources to another website or media-sharing tool, and offering our resources as a separate attachment from any of your work. If you do plan to include one of our resource on an item or template that will be sold on a website or marketplace, we ask of you to contact us to determine the proper use of our resource before doing so.

WDFLAT.com does not have any express burden or responsibility to provide End User with indications, markings or anything else that may aid End User in determining whether the material in question is copyrighted or trademarked. End User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission.

You shall not use WDFLAT.com to draw any image, or download images from WDFLAT.com that will be used or characterized as:

- Derogatory, humiliating or condescending towards any person, group of people, associations, organizations or corporations.
- Expressing hate towards any one or group.
- Porn or advertises sexual activities even if it was legal in your state or country.
- Violating any laws.

## **5. CODE OF CONDUCT**

In connection with your use of the website as well as the content that you complete as a user in the contact form, you agree that you will not take the following actions or allow anyone to do so, directly or indirectly to:

- communicate, transmit or make available any content or information that you may not make available in accordance with any law or contractual provision;
- communicate, transmit or makes available non-public information or personal information that allows the identification of another person, without the explicit consent of that person;

- communicate, transmit or make available information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party in any other way;
- restrict or prevent other users from accessing or visiting the website, including but not limited to hacking or altering the website 's interface;
- access or attempt to access the website or sections thereof by any means other than through the dedicated user interface;
- modify the website in any way or form, in order to gain unauthorized access to the website;
- use the website or materials for any illegal purpose;
- use the website or the materials on the website for any illegal, unfair or bad faith purpose;
- introduce him/herself as another person or representative of an entity, whether this is true or false information, including as a WDFLAT collaborator or WDFLAT representative;
- transmit any content or information that is illegal, fraudulent, threatening, abusive, defamatory, obscene, pornographic, hateful, vulgar or otherwise, or infringes our or any third party's rights, intellectual property or other rights; transmit any material or information, which is not public, about the companies, without the authorization to do so; disclose any trade secret by a third party; or transmit any advertisements, requests, investment opportunities or other unsolicited commercial communications - also called SPAM messages (except as expressly permitted otherwise by us);
- use the website to harm minors in any way;
- transmit any software or other material containing viruses or other destructive elements;
- modify, adapt, translate, sell or disassemble any part of the Website or attempt to derive any source code or underlying ideas or algorithms from any part of the Website;
- remove any copyright, trademark or other proprietary rights contained on the Website;
- have a harassing behaviour in the online environment;
- post messages that contain explicit obscene language, swearing, violent language, discrimination, threats;
- publish messages that mention full names or include personal attacks on individuals, as well as any personal data of individuals;
- publish messages that have politically sensitive content;
- create links to any page or content on the Website, without the prior written permission of WDFLAT representatives;
- use any robotic software or manual or automatic device to retrieve data or reproduce information or the navigation structure or presentation of the Website or its content without the prior written consent of WDFLAT, including any image displayed on the Website;
- collect information about website visitors without their express consent;

- violate any laws applicable locally, nationally or internationally, including, but not limited to, any regulations with the force of law, but also European regulations.

The actions set forth above will constitute a breach of these "Terms and Conditions".

By agreeing to these "Terms and Conditions", you agree that the technical transmission and processing of the website, including its content, may involve transmissions through various networks and modifications to comply with and adapt to the technical requirements of connection to the existing networks or devices in the online environment.

If you choose to submit any ideas, suggestions, documents and / or proposals in the contact form provided by WDFLAT, you acknowledge and agree that:

- your messages do not contain confidential or protected information;
- WDFLAT is not and cannot be held responsible for the content of messages sent;
- WDFLAT is not bound by any obligation of confidentiality, express or implied, with respect to the information provided;
- WDFLAT reserves the right to use or disclose (or choose not to use or disclose) such communications for any purpose, in any media worldwide;
- the messages and information you send will automatically become the property of WDFLAT without any obligation to WDFLAT in relation to you;
- you are not entitled to any compensation from WDFLAT under any circumstances.

## **6. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS**

All our materials are royalty free for use personal.

You can modify any resources to your liking to fit into your project, we are however not legally liable for any misuse of our resources.

We do not ask for you to include any attribution or link back to WDFLAT.com, we do however appreciate if you do credit our resources or/and help spread the word about us.

You cannot however redistribute, resell, lease, license, sub-license or offer our resources to any third party. This includes uploading our resources to another website s or media-sharing tool, and offering our resources as a separate attachment from any of your work. If you do plan to include one of our resource on an item or template that will be sold on a website or marketplace, we ask of you to contact us to determine the proper use of our resource before doing so.

WDFLAT.com does not have any express burden or responsibility to provide End User with indications, markings or anything else that may aid End User in determining whether the material in question is copyrighted or trademarked. End User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission.

## **7. LINKS AND THIRD-PARTY WEBSITE S AND CONTENT**

### **7.1. FONTS**

Our elements contain fonts that are not stored on our website, but where appropriate we offer the possibility to download them using third party website s.

It is your responsibility to inquire about fonts and their use. We do not guarantee that they may be used for personal and/or commercial purposes.

### **7.2. THIRD-PARTY WEBSITE S AND CONTENT**

This Website may contain (or you may be sent via the Website) links to other website s (“Third-Party Website s”) as well as articles, photographs, text, fonts, graphics, banners, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”).

Such Third Party websites and Third-Party Content may not be investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Website s accessed through the Website or any Third-Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Website s or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Website s or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third-Party Website s or use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relation to any application s you use or install from the Website.

Any purchases you make through Third-Party Website s will be through other website s and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Website s and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relation to or resulting in any way from any Third-Party Content or any contact with Third-Party Website s.

## **8. MINORS’ ACCESS**

WDFLAT encourages parents to use appropriate parental supervision to determine whether they authorize minor children to access the Website.

Protections that provide parental control (such as hardware, software, or filtering services) are commercially available and can help you limit access to material that is harmful to minors.

WDFLAT.COM has content suitable for adults, with full exercise capacity. We do not recommend the use of the website by minors, without the assistance of a legal representative or without the consent of the legal representative to access this website.

## **9. POSSIBLE VIOLATION OF THE TERMS AND CONDITIONS. DAMAGES.**

Violation of these "Terms and Conditions", including unauthorized use of the Website, may be investigated and actions may be taken against them, but not limited to civil, criminal or other proceedings.

You understand and agree that it remains at the discretion of WDFLAT, and without prior notice, to restrict or block your access to the website or materials provided by WDFLAT, it may cancel certain materials or features on the website, refuse to honour certain actions related to you or a person acting in concert with you, if WDFLAT considers the "Terms and Conditions", WDFLAT's rights or the rights of another visitor or website are violated.

## **10. DISCLAIMER**

The website, the materials presented on it and any service obtained through this website are provided as such without any express or implied warranty.

You assume all responsibility and risk that may result from using the website and the trust placed in it.

No WDFLAT opinion, advice or statement, whether made through the Website or otherwise, makes any warranty whatsoever.

WDFLAT makes no warranty, endorsement or liability for any service published or offered by any third party through this website or any link, banner or other advertising, and WDFLAT will not be a party to any transaction between you and a third party.

Use of the website and other materials presented on the website is at your own risk.

You will also be solely responsible for any damage to your computer's system or for any loss of data that may result from downloading any such material.

Advice or information, whether provided orally or in writing, obtained by you from WDFLAT and / or through this website will not create any warranty that is not expressly stated.

The website or materials may include inaccuracies, errors, information or materials that violate these terms of use. In addition, unauthorized changes may be made by third parties to the website or materials.

Although we try to ensure the integrity of the Website, we do not warrant the completeness and correctness of the Website.

If there is a situation where the completeness and correctness of the website is in doubt, please contact us at [info@wdfat.com](mailto:info@wdfat.com).

As far as possible, with a description of the material to be verified and the location (URL) where such material can be found on the website, as well as sufficient information to allow us to contact you, we will try to resolve your issues as soon as possible, given a reasonable amount of time.

## **11. LIABILITY**

Within the legal limits, you agree and expressly give your approval that neither WDFLAT nor its associates, suppliers, collaborators or representatives are and will be liable to you or any third party for:

- any direct or indirect loss or damage, moral or material, any loss of chance of a potential gain, production, profit, income, contract, loss or damage of reputation and good repute, loss of claims, etc.;
- any inaccuracy related to the published information and the wdfat.com website;
- any injury, death, property damage or other damage, loss or cost incurred, produced or paid by you, whether due to (legal) acts, errors, violations of the law, negligence, misconduct, omission, non-performance, injury or liability which could be assigned to wdfat.com

## **12. APPLICABLE LAW AND JURISDICTION**

The use of this website, its materials, to which you have access through it are governed by Romanian law.

Any dispute arising out of or in connection with the use of the website, the materials presented on it, as well as the materials to which you have access through this website will be settled amicably or, if this is not possible, the disputes will be settled by the competent courts within Timișoara Municipality.

## **13. TERMINATION**

These "Terms and Conditions" will remain in effect until terminated, in accordance with the provisions set forth herein.

We reserve the right to immediately terminate or unilaterally terminate these "Terms and Conditions" and / or to restrict access to the use of the Website or any Section thereof, at any time and for any reason, with or without any reason, including, but not limited to repeated copyright infringement.

Upon termination of these "Terms and Conditions", your right to use the Website will cease immediately, and you will destroy all materials obtained from the Website and all copies thereof.

You agree that any termination of access to or use of the Website may be made without notice, and that WDFLAT may disable or delete all information and related files, and / or any additional access to such information or files. You agree that WDFLAT shall not be liable to you or to any third party for



any termination of access to the Website or any such information or files, and it shall not be liable for any access to files or information upon such (unilateral) termination.

## **14. OTHER CLAUSES**

WDFLAT reserves the right to revise and update these "Terms and Conditions" at any time without prior notice or acceptance by users.

Thus, please check the "Terms and Conditions" section, as well as the Privacy Policy and Cookie Policy, when you access the Website, as changes may have occurred since your last visit.

If you have any questions regarding the information contained in this page please write to us at [info@wdfat.com](mailto:info@wdfat.com).

WDFLAT reserves the right, at any time, to modify, suspend or discontinue the online activity of the website, in whole or in part, temporarily or permanently, with or without prior notice.

WDFLAT will not be liable for any changes, suspensions or interruptions in the availability of its digital products or the wdfat.com website.

These "Terms and Conditions" will remain in effect and take effect for as long as you are a user of the Website and if you cease to be a user of the Website, you will be required to further comply with these Terms and Conditions, including any indemnification obligations and limitations of liability.

You can also save these Terms and Conditions on any durable medium by accessing the "SAVE Terms and Conditions" button.

If you do not agree with these "Terms and Conditions" please do not use this website.