

[CHROME APP]

TERMS AND CONDITIONS

Valid: 16/07/2019 – present

1. GENERAL TERMS AND CONDITIONS

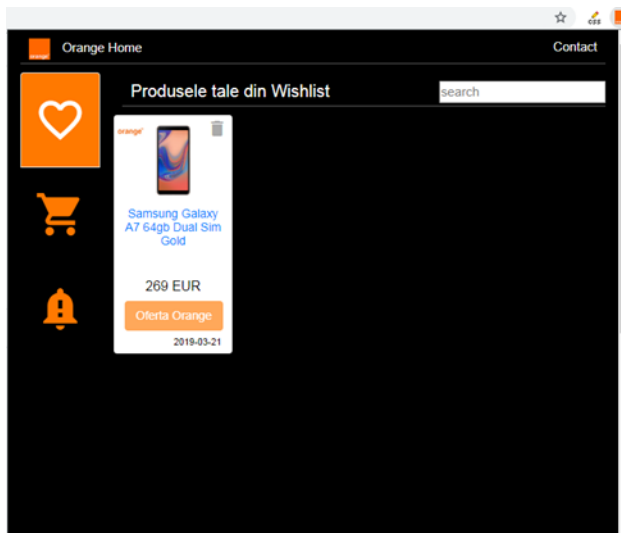
These Terms and Conditions are intended to describe our practices regarding the information we may collect from you when using **CHROME APP**, the ways we can use such information and the options and rights that you have at your disposal. The same Terms and Conditions apply both to our downloadable application in the browser and to the www.orange.com collectively and separately known as Orange Romania.

These Terms and Conditions are a component part of the Terms and Conditions of use of the www.orange.ro [<https://www.orange.ro/termeni-si-conditii>] website and explain the type of information that Orange Romania collects through the website and the **CHROME APP** application and what Orange Romania does with them.

Before using **CHROME APP** or the www.orange.ro website, we recommend that you carefully read the Terms and Conditions.

BY ACCESSING OR USING THE APPLICATION **CHROME APP**, YOU ACCEPT THE TERMS AND CONDITIONS PRESENTED IN THIS DOCUMENT. IF YOU DO NOT AGREE WITH ANY DEFINED TERM, PLEASE DO NOT INSTALL, ACCESS OR USE THE APPLICATION IN ANY WAY AND TO IMMEDIATELY UNINSTALL CHROME APP AND ANY PART OF IT FROM YOUR OPERATING SYSTEM.

Print screen of the extension:



The extension allows users to save all their favorite products in one place so they can easily find them, and for products found in the Orange portfolio users will see the existing offers from the website.

The Wishlist category includes all products saved by users. The "Products form Orange Offer" section contains all the products that are part of the active Orange offerings. The "Notifications" section contains products and information about offers that will become active.

THE COLLECTED INFORMATION THROUGH THE CHROMA APP IS NOT PERSONAL DATA AND WE DO NOT INTEND TO ANALYZE THE INFORMATION COLLECTED BY THE APPLICATION IN ORDER TO DETERMINE USER IDENTITY.

Orange Romania takes care of how your information is used and distributed. We respect the privacy of our users and we are determined to protect the information you share with us when using this application.

2. THE INFORMATION THAT WE COLLECT. DATA PROCESSING

Orange Romania S.A. is a Personal Data Operator and processes personal data in a confidential, secure and transparent way.

Protecting the security of your personal data is important to Orange Romania; therefore, the activities carried out through CHROME APP are in line with the applicable legislation on the protection of personal data and their security [Regulation (EU) 2016/679].

Through CHROME APP, we collect, based on the express consent of users, ONLY general data related to the products added in the product preferences and product statistics list in order to provide you with general product offers. We use information for statistics, analysis, research and technical support. This allows us to develop and improve CHROME APP as well as to provide our users with a better experience with more relevant products, offers and proposals.

The types of data and information collected from our users are as follows:

Non-personally identifiable information related to products added to the list by a User, that may be made available or collected by using CHROME APP. We do not know the identity of the User from whom the non-personal information has been collected. When accessing or using CHROME APP we use industry-level technologies that store certain information, ONLY on your computer ("Local Storage") and allow us to automatically enable certain features to make your service experience more convenient and effortless.

The information stored by CHROME APP is created for each session you launch when the application starts for the first time and persists until the application is uninstalled from your computer. After removing CHROME APP, all locally stored data is removed and can not be retrieved. Your local device stores only your wishlist, Orange products, offers for your wishlist, currency conversion data, and other metadata for the proper working of CHROME APP. You can delete stored information using special tools for your device or by uninstalling the application.

You may submit requests regarding any privacy and personal data processing issues at the dedicated address (dpo@orange.ro) or using any other means of contact used in the relationship with customers,

to the attention of the Orange Data Protection Officer. Please specify the service name "CHROME APP" in the subject of the message.

Alternatively, any claims regarding personal data may also be addressed by mail to Blvd. Lascar Catargiu, no. 47-53, sector 1, postal code 010665, Bucharest, Romania, to the attention of Orange Data Protection Officer.

All messages will be answered in accordance with the law. However, you must be aware that for technical reasons, in order to implement your requests or options, it may take several days for Orange Romania to continue processing personal data based on the previously expressed options.

As a user of CHROME APP, you have specific rights related to your personal data.

Unless the law otherwise provides, you have the following rights:

- the right of access, namely the right to obtain confirmation from us that we process your personal data as well as access to it and provide information about the way of the processing;
- the right to rectification which refers to the correction, without undue delay, of inaccurate personal data and / or the completion of incomplete data;
- the right to delete / the right to be forgotten, ie the right to delete the collected personal data without undue delay, if such data are no longer necessary for the purposes for which they were collected and there is no other legal basis for processing, the data was collected illegally or the data must be deleted for compliance with a legal obligation;
- the right to restrict the processing, which applies if (1) you contest the accuracy of your personal data (2) processing is illegal and you will oppose the deletion of personal data by requesting the restriction of the processing, (3) we no longer need your personal data, but you ask for it to be ascertained, exercised or defended in court, (4) you have opposed processing for the length of time that it is ascertained whether our legitimate interests in the processing of personal data prevail over your rights;
- the right to oppose your processing, unless we demonstrate that we have legitimate reasons for processing your data, overriding your interests, rights and freedoms, or for finding, exercising or defending a right in court;
- the right to data portability, ie your right to receive personal data that you have provided to us for the purposes herein, in a structured, commonly used, readable format to send this data to another operator;
- the right to file a complaint to the National Supervisory Authority For Personal Data Processing (ANSPDCP);
- the right to take legal action against the operator if you believe that the rights you have been granted have been violated as a result of the processing of your personal data without respecting the legal provisions in the matter;

- the right to take legal action against a legally binding decision of a supervisory authority that concerns you;
- the right not to be the subject of a decision based solely on automatic processing, including profiling, which produces legal effects on you or affects you in the same way, unless such processing is required or permitted by law.

Personal data may be disclosed by Orange Romania to its partners or other authorized persons

Orange Romania may communicate the personal data of Users to third parties only in the following situations:

- Affiliates: Personal data may be communicated to affiliated companies for legitimate business purposes
- Service providers: Orange Romania may contract service providers, agents or entrepreneurs to assist the company in maintaining and administering the Community. Orange Romania requires these third parties to comply with all applicable data protection laws and security requirements regarding the personal data of participants through written agreements,
- Consultants or Orange Romania external partners that provide assistance to the company,
- Public Authorities: Orange Romania may communicate the User's data if required by law or if it believes in good faith that such disclosure is reasonably necessary for the proper conduct of tax obligations, legal processes, investigations or to respond to any complaints.

CHROME APP is not intended to be used by people under the age of 18 years.

Orange Romania has applied appropriate security measures to guarantee the security of users' personal data and has also implemented specific durations so that personal data is kept as necessary for the purpose of processing.

In order to guarantee the security of users' personal data, Orange Romania has implemented a number of security measures that are in line with generally accepted industry standards. These means of protection do not cover those personal data that users choose to communicate in online or offline public spaces.

Pastram datele dumneavoastra atata timp cat exista o obligatie legala sau pana primim o solicitare de stergere. Orange Romania va sterge/distruge aceste date de pe mijlocele de prelucrare si stocare intr-un mod sigur.

3. SOFTWARE / THIRD PARTY SERVICES

When accessing or using **CHROME APP** we collect and process the detailed information above. The application includes, without limitation, Google Analytics, whose Privacy Policy is available at <https://policies.google.com/privacy>.

“Links to other webpages”

CHROME APP may contain links to other webpages. Orange Romania is not responsible for the security practices or the content of other webpages.

4. RIGHTS

Orange Romania grants you the non-exclusive right to download, install and use CHROME APP on your browser and systems only for personal, non-commercial purposes.

Orange Romania owns all intellectual property rights for CHROME APP and other materials that are exposed in the Application.

You will not have any right over CHROME APP, except for the right to use CHROME APP under these Terms and Conditions. In particular, you understand and agree that:

- You do not have permission to sell, copy or distribute CHROME APP for commercial purposes, or use CHROME APP in any way that is in violation of these Terms and Conditions;
- You do not have permission to decompile or modify any part of the CHROME APP.

5. MODIFICATION OF TERMS AND CONDITIONS

Orange Romania reserves the right to edit, modify, suspend, revoke or remove CHROME APP, including its content (which may also include the User Content) at any time without prior notice and for any reason whatsoever, inter alia, to cancel access. In this case, Orange Romania does not undertake to provide any copy of any content uploaded by the user till that date.

Orange Romania undertakes to take all necessary steps to make the CHROME APP service available to users.

In the event of any conflict between these Terms of Use and the terms of the Orange Website, these terms and conditions prevail. These Terms of Use are governed by and construed in accordance with the provisions of the Romanian law and hereby agree that the users agree to submit to the exclusive jurisdiction of the courts of Orange Romania.

These Terms and Conditions are subject to change, with effects in the future. We will only make these changes for good reason, especially as a result of new technological advances, application development, changes in law or jurisdiction, or other reasons, so you should check it frequently.

By accessing or using the application, you agree to comply with the Terms and Conditions as well as with the applicable legislation.