



Information on the Exercise of the Right of Withdrawal. Withdrawal Policy Applicable to Natural Persons – Consumers

This policy applies only in cases where the Beneficiaries qualify as consumers.

I. Right of Withdrawal – Application Rules

You have the right to withdraw from this contract, without giving any reason, within **7 calendar days**. The withdrawal period expires **7 calendar days** from the date the contract is concluded (the date on which the Provider confirms the order placed by the Beneficiary).

Exception:

Please note that the right of withdrawal is not applicable, among other cases, in any of the following situations:

- (i) after the full performance of the services, or
- (ii) for the supply of digital content that is not delivered on a tangible medium, if the performance of the contract has already begun.

Please be aware that once the execution of the contract between you and the Provider has begun—specifically, once your user account has been activated for accessing the platform associated with the course you ordered - you will lose your right of withdrawal, provided that:

- you have given your explicit prior consent for the execution to begin during the withdrawal period, and
- you have confirmed that you acknowledge the fact that you will lose your right of withdrawal as a result.

Therefore, after your user account has been activated to access the platform associated with the purchased course, you will no longer have the right to withdraw from the contract, and the Provider shall not be obliged to refund the price.

II. Exercising the Right of Withdrawal

To exercise your right of withdrawal, you must inform us of your decision to withdraw from the contract by means of an unequivocal statement, using one of the following methods:

- a) By letter sent by post/ courier to the following address:

SMART LEARNING SERVICES, Str. Gladiolelor Nr. 7, Bl. 1, Et. 1, Ap. 10, Rosu village, Chiajna commune, Ilfov County, Romania

- b) By email to: **office@smart-communication.ro**

To meet the withdrawal deadline, it is sufficient to send the communication regarding the exercise of the right of withdrawal, using the form below, before the withdrawal period expires.

If the Beneficiary does not exercise the right of withdrawal within the period mentioned above, this right shall be forfeited, and the Beneficiary will no longer be entitled to request a refund of the amount paid.

III. Consequences of Withdrawal

If you withdraw, we will reimburse all amounts received from you, without undue delay and, in any case, no later than 7 calendar days from the date on which we are informed of your decision to withdraw from this contract.

We will carry out the reimbursement using the same payment method you used for the initial transaction.





Withdrawal Form

This form must be completed, signed, and sent to the Provider only if you wish to withdraw from the contract.

To:

SMART LEARNING SERVICES, a Romanian legal entity, with its registered office at Str. Gladiolelor Nr. 7, Bl. 1, Et. 1, Ap. 10, Rosu village, Chiajna commune, Ilfov County, Romania
Email: office@smart-communication.ro

Your full name:

(to be completed with the name of the person exercising the right of withdrawal)

Your address:

(to be completed with the address of the person exercising the right of withdrawal)

Email address:

(to be completed if you choose to receive confirmation of receipt via email)

I hereby inform you of my withdrawal from the contract regarding the provision of the following services/ products:

.....
.....

(to be completed with the services/products you wish to cancel)

Ordered on:

(to be completed with the order date)

I request a refund (if applicable) to the account: held
at, account holder:

.....

Consumer's signature:

(only if this form is submitted on paper)

Date:





GDPR Information Notice

Dear Sir / Madam,

SMART LEARNING SERVICES, a Romanian legal entity, with its registered office at Str. Gladiolelor Nr. 7, Bl. 1, Et. 1, Ap. 10, Rosu village, Chiajna commune, Ilfov County, registered with the National Trade Register Office under no. J23/3940/2023, having tax identification code (C.U.I.) 48344068, email: office@smart-communication.ro, legally represented by Mrs. Alexandra Tolescu, hereinafter referred to as “the *Company*,”

hereby provides you with the following:

INFORMATION NOTICE

regarding the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as “GDPR”) and national legislation on the protection and security of personal data.

1. Processed Personal Data

The Company processes your personal data, which include, in particular, the following:

- (i) Personal identification data (such as: first and last name, date of birth, nationality, personal identification number, ID series and number, etc.);
- (ii) Contact details (e.g., phone number, email address, home/residence address, etc.);
- (iii) Other data relevant within the contractual relationship (personal data necessary for the performance of the contract concluded with the Company);
- (iv) Data of representatives and third parties included in the documents you provide;
- (v) Signature;
- (vi) Images and video recordings from the course, which is the subject of the contract concluded with the Company;
- (vii) Data you provide via mail, phone, email, or social media messages;
- (viii) Contact details and message history from conversations held with the Company;
- (ix) Data collected from other sources, in accordance with the law (for example, data collected by our partners in the fields of marketing, finance, etc., to whom you have provided your data and have agreed that they may be shared with third parties, either in clear or anonymized form).

2. Purpose of Data Processing

The Company processes your personal data for the following purposes:

- (i) Conclusion, performance, modification, suspension, or termination of the contract concluded with the Company, including the execution of activities performed by the Company in your interest based on the contract between you and the Company;
- (ii) Presentation of the Company’s products and services;
- (iii) Processing and recording of your requests;
- (iv) Receiving your payments and, if applicable, refunding amounts of money;
- (v) Communication of the Company’s promotional products and materials;
- (vi) Verification of the accuracy of the data provided and prevention of potential fraud;
- (vii) Performing statistics and analysis (your data, in this case, are processed in an anonymized manner);
- (viii) Improving the Company’s products and services that you use, in order to provide personalized services and better-quality assistance from our staff;
- (ix) Sending advertising offers by phone, printed materials, or online;
- (x) Providing an effective and prompt response to your inquiries and/or resolving any issues related to the use of the Company’s services;





- (xi) Receiving and/or sending correspondence;
- (xii) Informing and communicating with you;
- (xiii) Drafting the financial-accounting documents required by law;
- (xiv) Archiving in accordance with legal provisions;
- (xv) Managing and administering the IT system, the online platform, and data processing, as well as maintaining the applications and IT systems used by the Company;
- (xvi) Compliance with the provisions of Regulation (EU) No. 2016/679 and national legislation on the protection of personal data.

3. Legal Basis for Data Processing

The legal grounds for processing personal data are, as applicable:

- (i) Article 6(1)(a) of Regulation (EU) 2016/679 – based on your consent, for the processing of personal data for one or more specific purposes;
- (ii) Article 6(1)(b) of Regulation (EU) 2016/679 – the processing is necessary for the performance of the Contract concluded with the Company or in order to take steps at your request prior to entering into the Contract with the Company;
- (iii) Article 6(1)(c) of Regulation (EU) 2016/679 – the processing is necessary for compliance with a legal obligation to which the Company is subject;
- (iv) Article 6(1)(f) of Regulation (EU) 2016/679 – the processing is necessary for the purposes of the legitimate interests pursued by the Company or by a third party.

If special categories of personal data are required, their processing shall be carried out, where applicable, on the following legal basis:

- (i) Article 9(2)(a) of Regulation (EU) 2016/679 – based on your explicit consent, for the processing of personal data for one or more specific purposes.

1. Persons Who Will Have Access to Personal Data

Your personal data are intended for use by the data operator (the Company) and may be disclosed to the following recipients, where applicable:

Category of Recipients / Recipients
<ol style="list-style-type: none">1. Providers in the following fields: human resources, courier/postal services, etc.;2. The Company's collaborators and partners, etc.;3. Companies within the Smart group, located in Romania;4. Other entities: banking institutions (for processing banking transactions), successors (for the continuation of service provision in case the Company is transferred to another entity), the National Agency for Fiscal Administration (ANAF), tax consultants, legal advisors, accounting experts, etc.

Disclosure of Data to Third Parties

The disclosure of personal data to third parties is carried out based on the legal grounds for processing applicable to the categories of recipients previously specified.

5. Retention Period of Personal Data

Your personal data are stored for as long as the purpose for which they are processed remains valid. These data will be kept for the duration of the contract concluded between you and the Company, as well as, where applicable, for a period of 5 calendar years after the provision of the service specified in the Contract, unless another term is indicated in the contract or required by law.

Moreover, the Company is obligated to comply with the legal requirements concerning the retention, archiving, and storage periods of your personal data.





6. Rights Regarding the Processing of Personal Data

In accordance with the applicable legal provisions, you have **the right to access, the right to rectification, the right to erasure of data, the right to restriction of processing, the right to data portability, the right to object, and the right not to be subject to automated decision-making or profiling.**

When the processing is based on Article 6(1)(a) of the GDPR - "*the data subject has given consent to the processing of their personal data for one or more specific purposes*" - or Article 9(2)(a) - "*the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provides that the prohibition referred to in paragraph 1 may not be lifted by the data subject's consent,*" you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. Therefore, you may modify or withdraw your consent at any time, and we will act accordingly without undue delay, unless there is a legal reason or legitimate interest not to do so.

Please note that any changes to or deletion of the data you have provided may prevent the execution of the contract concluded between you and the Company. In such cases, the Company shall be released from any liability.

To exercise your rights, please contact us directly using the contact information provided below.

If you believe that your rights have been violated or your personal data have been processed unlawfully, do not hesitate to contact us. You also have the right to file a complaint with the competent National Authority for the Supervision and Protection of Personal Data.

Contact:

SMART LEARNING SERVICES SRL

Headquarter Str. Gladiolelor Nr. 7 bl. 1 et 1 ap. 10, sat Rosu, com. Chiajna Judet Ilfov,

Telephone: 0723 958 102

E-mail: office@smart-communication.ro

