



TERMS & CONDITIONS

AreYouThisInsane.com, hereinafter referred to as “AreYouThisInsane.com”, is owned and administered by DO GOOD ADVERTISING S.R.L., with the following identification data: tax identification number RO 36916573, Trade Registry number J32/32/2017, issued capital 200 lei, registered office at Strada I.L Caragiale nr 2A, Constanta, Romania. Tel.: 0736099710; E-mail: yes@areyouthisinsane.com, duly represented by Mr. Dan Dumitru Hariga, Director of the company. Customers understand that navigating on AreYouThisInsane.com followed by an order is and shall be construed as a confirmation that the respective customer read, understood and accepted the below terms.

Given the dynamism of the online industry, AreYouThisInsane.com reserves the right to change and update at any time the content of this website and the terms and conditions of use without any prior notice.

In the case of conflict or disagreement between AreYouThisInsane.com and Customer terms and conditions available at time of order shall apply.

1. Definitions

Customer – individual/company placing an order on AreYouThisInsane.com.

Products and services – any product or service mentioned in the order which shall be delivered by Seller/AreYouThisInsane.com to Customer.

Products/services consist of posting on AreYouThisInsane.com **on a virtual wall the Customer’s image, framed by a virtual frame as follows:**

A single virtual photo frame is offered for sale:

A number of 1 (one) virtual photo frame amounting USD 1,000,000 (one million US Dollars), called “**The most insane man online**”, with the following design:



Order – electronic instrument that constitutes the form of communication between Seller and Customer through which Customer expresses its intention to purchase the Products/Services and in exchange for such Products/Services shall pay the agreed price.

Seller –DO GOOD ADVERTISING S.R.L. with the above identification data.

Contract – an Order confirmed by Seller, by which Seller agrees to sell and deliver Products/Services and the Customer agrees to purchase, receive and pay for such Products/Services.

2. Intellectual Property Rights

The content of AreYouThisInsane.com: images (except photos provided by Customers), text, graphics, scripts, software, design rights, model rights, patents, trademarks, is fully owned by SC DO GOOD ADVERTISING S.R.L. and is protected by Law no. 8/1996 on copyright and related rights, as well as intellectual and industrial property laws. Using any items listed above without the S.C. DO GOOD ADVERTISING S.R.L. consent shall be punished according to law.

AreYouThisInsane.com and the logo AreYouThisInsane are registered trademarks of S.C. DO GOOD ADVERTISING S.R.L. and protected by law.

For the purpose of rendering services covered by these policies and website AreYouThisInsane.com, the Customer / Customers grant AreYouThisInsane.com the right to use free of charge for a limited time (posting period) the picture / pictures / images provided, however they shall be used exclusively for the Customer’s benefit and in accordance with the terms of agreement.

3. Disclaimer

S.C. DO GOOD ADVERTISING S.R.L. does not guarantee that the website, servers on which is hosted, or emails sent from AreYouThisInsane.com are virus or other potentially harmful information components free, that there are no errors, omissions, failures, delays or interruptions in operation or transmission, line failures or any other similar factors. The user uses the site at its own risk. AreYouThisInsane.com free shall not be liable for any direct or indirect damage caused by using or accessing / visiting the website or using the information on this website.

S.C. DO GOOD ADVERTISING S.R.L. is not responsible for errors or omissions that may occur in writing or presentation materials on the website.

The information contained on AreYouThisInsane.com is purely informative and provided in good faith from sources considered reliable by the Seller. If any of the published articles or other information are subject to the Law on copyright and related rights, the User / Customer is requested to inform the Seller at yes@AreYouThisInsane.com in order the required measures to be taken.

AreYouThisInsane.com reserves the right to cancel orders for Products and Services displayed erroneously on the website due to technical errors or which due to technical errors show prices which are obviously wrong / unreasonably small for products sold (prices which may be considered erroneous / unreasonably small by any buyer with an average level of education).

AreYouThisInsane.com may offer gift vouchers through which any individual and / or company can, upon payment of the purchasing price of a Product displayed on the website, offer in turn the voucher to any person / entity. The vouchers can be nominal or not.

AreYouThisInsane.com shall not be liable for any loss or damage of voucher and shall not be held responsible for the falsified or damaged vouchers and reserves the right to cancel the voucher used for purchase. Any links to other websites are provided solely for the purpose of increasing accessibility to information and AreYouThisInsane.com assumes no responsibility or liability for the content of these sites, or for the goods or services advertised or sold through these websites.

4. Personal data processing

S.C. DO GOOD ADVERTISING S.R.L. is not registered in the Personal Data Operators Register and shall not process any data except processing and saving the following:

a. name and first name/coordinates of Customer individual/company;

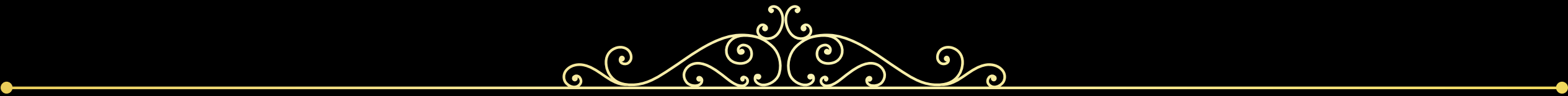
b. sex;

c. email address and phone number;

d. image that shall be provided by Customer for the purpose of posting it on website within the virtual frame only.

According to Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, amended and supplemented, and the Law no. 506/2004 concerning the processing of personal data and privacy in electronic communications, AreYouThisInsane.com has the obligation to process safely and only for specified purposes personal data provided by customers.





Personal data are collected for the following purposes: economic and financial management, marketing, and informing Customers about their AreYouThisInsane.com account status, as well as the status of Orders.

Customers who fill out forms on website thereby implicitly and unconditionally accept these data be saved in the AreYouThisInsane.com database and agree with the use and processing of such data by AreYouThisInsane.com, its affiliates and collaborators for carrying out the activities listed above, including but not limited to, marketing services providers, payment / banking services.

Customers are guaranteed the rights provided by Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, namely the right to information, access to data, the right of intervention, the opposition right, the right not to be subjected to an individual decision, right to solve the issue in a court in case of right violation. Customers have the right to request full or partial deletion of personal data. Customer may request any of the rights listed above in a written request, signed, dated and sent to the offices of S.C. DO GOOD ADVERTISING S.R.L.

Refusal to provide such data shall cause the company no to process the Orders placed by respective Customer.

If the customer changes its personal data already provided to AreYouThisInsane.com by using the website specific forms, and there are already pending orders, orders retains data from the time of Order while Services shall be delivered taking into account newly changed data.

AreYouThisInsane.com shall never require confidential information, data on bank accounts, passwords, etc. from Customers by any means of communication (telephone / email etc). If the User discloses such information to third parties, then the User bears full responsibility for its actions. Thus, in cases of disclosure of such data, the User shall not hold AreYouThisInsane.com responsible for any damage.

Not keeping data: Data of Customer/ User/ Buyer credit card shall neither be accessible nor be saved by www.AreYouThisInsane.com, but only by the institution authorizing the transaction or other entity authorized to store credit card identification data, about which the Customer/ User/ Buyer shall be informed before entering data.

5. Price

The final price paid by Customer consists of the price of the product / service + VAT and any other possible collection related expenses, about which the Customer is informed prior to the payment.

If the buyer is taxable person established in an EU Member State (except for Romania!) the VAT exemption shall apply according to EU legislation applicable (Directive 2006/112 / EC). Member States apply the exemptions provided by this directive in terms which they determine to ensure that such exemptions are applied correctly to prevent any evasion, fraud or abuse.

5.1. Payment terms

All prices for Products and Services sold through website AreYouThisInsane.com are in USD and shall be paid in different manner as follows:

a. for deliveries in Romania price shall be paid in RON at the exchange rate published by NBR valid for the day when the Order is completed;

b. for external deliveries, price shall be paid in one of the following currencies: RON, EUR, and USD

6. Order. Product details

To order one of the products displayed for sell on the website, Customer shall follow the below mandatory steps:

a. Chooses to buy the virtual photo frame called “The most insane man online”;

b. Contacts the Seller by clicking the button "Become the most insane man online" or accesses the "Info&Contact" section;

c. Sends a message with the order;

d. After receiving the order, the Seller confirms by email to the Customer the delivery of service/availability of product;

e. After crediting the Customer’s account with the agreed amount, the Customer shall send to Seller the frame kit which consists of the following:

- Real name and in case the Customer does not want its real identity to be displayed the alias he/she shall be displayed on the virtual wall;
- Image and proof that the provided image is Customer’s image (the proof that may be provided is an identity card, driving license, passport etc. from which shall be eliminated by deletion the official elements); image shall be published at the quality provided by Customer and the Seller shall not be liable for the quality of material received from Customer;
- optional** a message the Customer wishes to be attached to its image near/within the virtual frame. The text shall have a decent, moral and legal content; Seller reserves the right to refuse to publish or to modify the received text if such text violates laws, other persons’ rights, customs etc.
- optional** the post shall be attached a link to the Customer’s Social Media accounts;

after following all the above steps, the frame kit is uploaded within 3 working days;

By purchasing the Product, the Customer shall have a personal page on AreYouThisInsane.com and a reserved place in the virtual photo frame called “The most insane man Online”. Images (and messages, if posted) shall remain in the virtual frames as follows:

- For 15 years;
- If during the above period of 15 years a Customer wishes to “sell” in other way transfer to a third party the right of posting that third party image on the website in the already purchased frame, the sale shall be completed in three parts: original customer, new comparator plus website AreYouThisInsane.com. If such three-party sale is perfumed, AreYouThisInsane.com shall be paid a commission amounting 10% of the sales price.
- By finalizing the order, the Customer represents and guarantees that the picture and all data provided are real and accurate; otherwise shall singly bear the consequences of these errors (delayed order, sent erroneously etc.).
- AreYouThisInsane.com shall not be liable for wrong information entered, which may result in delays of performance of services.
- By completing the order, Customer agrees for a representative of AreYouThisInsane.com to contact him by any available means agreed by the parties (e-mail / phone) to personally confirm the order.
- Customer shall receive the following message: This e-mail is just an acknowledgment of receipt of the order request from you. Your contract to purchase these products is not completed until you receive from us an e-mail stating that services shall be provided.
- For your comfort and safety, there is the option that for 30 minutes after placing an order to change your mind. Thus, if the User mistakenly placed an order or changed its mind, order may be canceled within 30 minutes after placing it. If payments were made by credit card, the amount of the final payment shall be withdrawn from Customer's account after the above 30 minutes.
- AreYouThisInsane.com may refuse to deliver an order after prior notification to the Customer, with no obligations between the parties and the party may not claim damages for the following situations:
 - Failure / invalidation of online transaction;
 - Rejection of transaction/ Customer’s credit card by the issuing bank;
 - Customer’s data is incomplete or inaccurate;
 - Customer’s activity can damage the image of AreYouThisInsane.com / partners;
 - Other objective reasons: if the Customer does not guarantee that the payment modality is valid and that the payment instrument is not obtained by a fraudulent method or there are suspicions about the payment.
- Even if we have taken all precautions so that the information presented on this website is accurate and correct, AreYouThisInsane.com shall not be liable for discrepancies that may occur in filling the website forms by Customer for Order finalization. Customers are solely responsible for evaluating the accuracy, completeness and usefulness of the information provided in the forms available on this website.
- The contract is concluded between the Customer and AreYouThisInsane.com upon receipt by Customer from AreYouThisInsane.com, via email and / or SMS the notification of Order finalization.
- If the Product / Service ordered by the Customer cannot be provided by AreYouThisInsane.com, we shall inform the Customer of this fact and return in the customer's account the price of the Product / Service, within 14 days from the date on which AreYouThisInsane.com acknowledges this fact or the date the Customer expressly stated its intention to terminate the Contract.
- AreYouThisInsane.com reserves the right to establish other categories / galleries, but only in increments of 10, i.e., upon request, it can be sold a single frame of 10 million dollars, one frame 100 million dollars, one billion dollars etc.

7. Invoicing – payment

The price, method of payment and the payment date are specified in the Order. Seller shall issue an invoice for Products / Services delivered to the Customer, and the Customer has the obligation to provide all required information to issue invoice according to law.

The price may be paid by bank transfer.

8. Products

Products sold by AreYouThisInsane.com are digital only and they may be seen only virtually, in electronic format, thus they are not tangible products, which can be physically delivered to Customer.

9. Vouchers

Voucher = promotion code, promotion coupon.

Each voucher is identified by a code and different requirements must be complied with in order the voucher to be valid and enforceable. Please check carefully all details and information on the discount voucher so you can be awarded such voucher.

The value of each voucher is specified in its content.

Customer will pay the tax according to law depending on the promotion.





Vouchers are valid only if used on website www.AreYouThisInsane.com.

Vouchers prohibited by law shall be deemed void.

Vouchers are not intended for resale and cannot be converted to cash.

Vouchers cannot be replaced if lost, stolen or destroyed.

All provisions relating to fraud, stipulated on www.AreYouThisInsane.com are fully applicable in respect of fraud related to vouchers, and attempt to fraud will be notified to the relevant authorities.

10. Right to withdraw from the contract

According to the Emergency Government Ordinance (EGO) No. 34/2014 on consumer rights in contracts with professionals and amending and supplementing certain acts, Customer has the following rights and obligations relating to the withdrawal from the distance contract:

In accordance with Article 13 par. (3) and 14 of the EGO no.34 / 2014 on the right of withdrawal, the Customer may not withdraw from the contract after its image is displayed on the website within the chosen frame kit, hence after services are delivered as the law mainly refers to physical products and, moreover:

According to the law the following are exempted from the right of withdrawal from the Contract:

- contracts for services, after providing comprehensive services if performance has begun with the prior express consent of the Customer and after such Customer confirmed acknowledging the fact that it might lose the right of withdrawal after the full performance of the Contract by the Seller;*
- supply of goods made according to Buyer's specifications or clearly customized;*
- supply of digital content which is not supplied on a tangible medium if the performance has begun with the prior express consent of the customer and after such Customer confirmed acknowledging the fact that it might lose the right of withdrawal. These limitations apply according to EGO no. 34/2014 art. 16.*

11. Force majeure

None of the contracting parties shall be liable for non-performance (total / partial) or late execution of its obligations, if such non-performance or delay was a result of a Force Majeure event. The Parties shall promptly inform each other if a force majeure and take all necessary measures to minimize the consequences of the event.

If within 15 days the Force Majeure event shall not cease, parties are entitled to cancel the contract without the right to claim damages.

Force Majeure will be proven according to law.

12. Conflict resolution. Applicable law

Conditions, relations between parties and distance contract shall be governed by and construed in accordance with, Romanian law. Any conflict between [AreYouThisInsane.com](http://www.AreYouThisInsane.com) and Customer shall be resolved amicably. If parties fail to reach a common solution, the first way of settlement is mediation, under the law, and if that fails parties shall resort to the Romanian courts with jurisdiction.

13. Final clauses

If any of the above clauses shall be found null and void, this shall not affect other clauses of the contract.

Updated on 16.01.2017: S.C. DO GOOD ADVERTISING S.R.L. – [AreYouThisInsane.com](http://www.AreYouThisInsane.com).