

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are applicable to RPHS law website [www.rphs.law](http://www.rphs.law) and to its visitors to this website (hereinafter 'User'). Using the Website means that the User acknowledges in full all the General Terms and Conditions of the Website and Privacy and Data Security Policy. RPHS Law reserves the right, whenever necessary, to amend the General Terms and Conditions of the Website, Privacy, and Data Security Policy as well as any other terms, regulations, guidelines, or alerts.

Through this website, RPHS Law provides links to various materials, information, and data made accessible to the User by RPHS Law. RPHS Law shall have the right to change the presentation, layout, and location of the Website, as well as the Content and Terms and Conditions at any time.

### **Users Information**

The User acknowledges and accepts that the access to the Website and/or the Contents is free and under their sole responsibility. The User agrees to make legal and appropriate use of this Website and its materials, pursuant to the legislation in force.

The User shall refrain from:

- Making unauthorized use of the Website and trying to access restricted areas of this Website, without compliance with the conditions required for such access;
- Use of the Website and/or its Content for illegitimate or unlawful purposes, contrary to the terms set out in these General Terms and Conditions, cause harm to the physical or logical structures of RPHS Law, by disseminating viruses in networks or some other physical or log system;
- print, copy, transmit, allow access to the public through any form of media, alter or amend the Content, except where the holder of such rights or his legal representative authorizes the Consumer to do so;
- Not respecting the industrial or intellectual property rights of the materials produced by RPHS Law attempts to obtain the Material by means or procedures different from those means or procedures made available.

### **Hyperlinks**

Users wishing to connect or hyperlink to the website of RPHS Law shall obtain prior authorization from RPHS Law and shall be subject to comply with the following obligations:

- the link shall provide exclusive access to the website, any reproduction shall be prohibited;
- no connections with other sites except the homepage of RPHS Laws website.

### **Privacy and Data Security Policies**

RPHS Law's Privacy and Data Security policies ensure that the data received by Clients with the purpose of provision of services, and the data collected by the client's customers in the scope of service provision, remain under the sole control of the client and completely safe. Our mission is to help our clients create a business added value with the data processed by RPHS Law.

RPHS Law understands the utmost importance of the value of the data of the Clients and their customers and implements all measures for ensuring safety and non-compromising of such data, being fully compliant with legal standards. In this regard, RPHS Law implements rigorous security measures for physical and online data related to our clients, ensuring that neither our clients nor their customers are compromised by any action or inaction on our part.

Information about our clients and their customers is an important part of our business, and guarding such information with the highest security standards is one of the pillars of our business. Similar to the safety of the data, with the same high standards, RPHS Law ensures its clients that information provided is processed accurately, efficiently, and confidentially.

RPHS Law maintains strict data security protocol for all data for all clients, including but not limited to:

- Controlled access to all buildings and verification of all entries into the building
- Restricted access to client and customer data to pre-identified employees of RPHS Law, all fully trained and under legal responsibility for guarding and protecting all data of the clients;
- Password-protected access to network operations and restricted access to network operation to pre-defined managers;
- Secured transfer of all data to the client and limited access to such data only to pre-defined managers;
- Advanced monitoring system by the Supervisors of the work of employees;

RPHS Law maintains also a strict network data security protocol for all data for all clients, including but not limited to measures such as:

- Regular backup of Data and storage on offsite in a secure, fireproof facility;
- Protection of local area network by a firewalls
- Password protected work-stations;
- Encrypted passwords;
- Installation of network intrusion detection systems

Each employee is trained in security protocols and undertakes strict legal liability for all aspects of data security and personal data protection.

Therefore, the Clients are fully protected and can focus on their core business, while receiving reliable services from RPHS Law while being confident about data integrity.

## **Legal Terms**

### **WEBSITE AND DISCLAIMER OF WARRANTIES AND LIABILITY**

The use of the Website is free and under the sole responsibility of the user. By accessing the web page, and other affiliated pages, including but not limited to social media pages, you accept all Terms and Conditions of the Website in effect every time the User accesses the Website.

RPHS Law reserves the unconditional right to close down the website, change the domain, suspend, interrupt, or cease to operate the site without any duty or liability to its visitors and other third parties.

RPHS Law does not make representations as to continuity, accuracy, and reliability of the information contained in the website. The content of the website is for information purposes only and cannot be relied on by any party with respect to other purposes.

## **TRADEMARKS AND COPYRIGHT**

All parties and users accessing the RPHS Law website and other related pages, acknowledge and accept industrial and intellectual property rights of RPHS Law. All intellectual property and related rights on materials, including but not limited to brands, logos, trade names, text, images, chats, audio and video, database, software, are held by RPHS Law and are under the exclusive ownership of RPHS Law.

Access to the website and other forms of communication with RPHS Law, under no circumstances, does grant a waiver, succession, license, or assignment of any rights related to such materials.

Material and content made available through or developed by RPHS Law, including but not limited to text, graphics, logos, button icons, images, charts, smartart, audio clips, data compilations, is the property of RPHS Law and is protected by Kosovo, EU, and international copyright laws. Also, a compilation of such content or derivative products is the exclusive property of RPHS Law and protected by Kosovo and international copyright laws.

In addition, the trade name RPHS Law, logo, graphics, icons, pictures, and related service names developed or made available through RPHS Law are trademarks of RPHS Law. RPHS Law's trademarks may not be used by third parties without the prior written consent of RPHS Law, and third parties may not associate such trademarks with the services that are not RPHS Law's.

Trademarks made available by RPHS Law through its website, social media, and media in general, that are not developed or owned by RPHS Law, are the property of their respective owners and presented made available by RPHS Law through the specific legal arrangement.

The User agrees and recognizes that all trademarks and intellectual property rights on the Content and/or any other things used on the Website of RPHS Law. Entry to the Website shall under no circumstances grant a waiver, transfer, authorization or partial or full assignment of such rights, except where expressly given otherwise.

The use, duplication, communication, and/or dissemination of such elements for the benefit or commercial purposes is strictly prohibited, as is any alteration or fragmentation thereof. Previous permission of the holder of such rights shall be required in writing for any use other than that specifically permitted. If such laws are infringed, RPHS Law shall bring legal proceedings against the competent authorities for violation of trademark and intellectual property rights.

## **COMPLAINTS**

If any third party believes that RPHS Law in any way violated their intellectual property or any data breach, should immediately contact RPHS Law and notify them about the claims via email [info@rphs.law](mailto:info@rphs.law) or by phone listed on the website.

## **WEBSITE COOKIES**

Cookies are installed through the website and transferred to your device to enable systems to recognize your device and to provide personalized features. RPHS Law allows and uses website cookies to personalize and maximize third parties experience on the RPHS Law's website. Users can disable cookies on their browsers by not allowing the browsers from accepting new cookies, and having the website notifying the users about the cookies and disabling them.

## **WEBSITE PRIVACY POLICY**

Collection of personal data on the website, processing, and storage of such personal data shall be treated in accordance with the applicable legal framework in the Republic of Kosovo. By inclusion of the personal data in the Websites forms, under user permission, the User acknowledges and accepts the processing and storage of such personal data for purposes allowed by law.

Processing for the purposes referred to above shall always be carried out with the prior consent of the User. Similarly, in the event that the Consumer withdraws his consent to any processing, the lawfulness of the processing carried out previously will not be affected.

## **APPLICABLE LAW AND JURISDICTION**

The information contained in the RPHS Law Web site and General Terms and Conditions of the Website are governed by applicable law of the Republic of Kosovo, with exclusive jurisdiction of the Courts in Prishtina, Republic of Kosovo.