

Terms and Conditions

Dear users, for using this web-site, as well as the information units, you must read carefully all the conditions provided below and accept them integrally.

K.M.Trust reserves the right to modify the clauses at every moment, depending on its exclusive decision and without any notification. All the modifications shall be posted on this site and the users will be deemed as accepting the modifications if continuing the use of this site.

Continuing using this site equals your approval of the terms and conditions below.

1. Definitions

KMT, hereinafter referred to also as the company represents the company SC K.M.Trust & Partners SRL, with head-office in Bucharest, 9 Aleea Alexandru, registered at the Registry of Commerce under the number J40/20870/12.12.2005, having unique code of registration RO 18208900, owner of the Internet web-site <http://www.kmtrust.com>, having the following contact data: phone +40-31-805.95.41; fax +40-31-805.95.42 e-mail: romania@kmtrust.com.

KMT is an executive search and leadership development company, having as purpose and main objects of its activity the matching of professionals' skills, expertise, studies and interests with potential job opportunities that the company may have in time, as well as leadership/executive development activities.

Personal data - any information referring to a natural person, identified or identifiable; an identifiable person is that person who can be identified, directly or indirectly, particularly with reference to an identification number or to one or more specific details of his physical, physiological, psychical, economical, cultural or social identity.

The processing of personal data - any operation or set of operations that is performed upon the personal data, by automatic or non-automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure to a third party by transmission, dissemination or by any other way, combination or alignment, blocking, erasure or destruction.

Cracking or hacking - the unauthorized surpassing of the authentication frame of the site by one or more users, or the unauthorized surpassing of the security services of any network, server, web server or user account, in any kind of connection with this site.

2. General provisions

Whereas KMT has at its sole discretion the right to amend anytime, without any kind of notice, the content of the document "Website Legal Terms and Conditions" the users are supposed to periodically check the content of this document. By continuing to use the service means an affirmative answer for the acceptance of this document and the users' agreement to comply with it.

The KMT web-site is exclusively destined to the personal search use and any use in the commercial purpose, without a prior written approval of the company, is strictly prohibited.

The user (himself or by third parties) hereby agrees that he will not conduct (or permit conducting by third parties in his presence) cracking or hacking activities, that he will only transmit accurate information through this site and he will not transmit or receive any information or material in contradiction with the Romanian laws.

3. The intellectual property right

KMT has an exclusive ownership right with regard to the pages contained by the web-site, including the data

and information contained, and these, with everything included, shall not be considered as virtual acquisition right by any third party. It is prohibited to copy or publish partially or entirely pages from the web-site and/or to use these pages in any way, including for commercial purpose, without the prior written consent of KMT. The KMT name itself, all the logos, any stylized representations of the KMT trademark, commercial symbols, as well as all the images are exclusive ownership of the company and the company has reserved all the rights for this purpose.

Hence, it is prohibited to introduce any modification to the web-site, to copy, distribute, publish, publicly present or transmit to third parties, any part of the web-site, without the prior written consent of KMT.

4. Limitation of liability

KMT shall not be responsible for any direct, indirect, special or tangential damages, resulted from the use or incapacity to use the service/this site, or resulted from the unauthorised access or alteration of the transmissions or users' data, including, but without limitation to damages for profit losses, use, data or other intangible things, even if KMT has been informed of the possibility of such damages.

KMT shall not be liable in case its services cannot be accessed by the users, for an unlimited period of time, due to any technical or commercial reasons. You understand that KMT is exonerated of any liability in the situation in which the impossibility of accessing is due to the quality, availability or functioning of the services of the local, national or international Internet or electronic communications providers, irrespective if you try to access the KMT web-site in or out of the Romanian territory.

KMT does not offer any guarantee that any program error shall be corrected or that the service or server that it placed at the user's disposal is clean of viruses or other components which may damage the users.

The user agrees to exonerate the liability of KMT and not to pursuit KMT with regard to any claim of a third party, resulted from the use of the service or of the network's company and of the Internet by the user, as well as with regard to any loss (direct, indirect or of any other nature), costs, actions, suits, claims, expenses (including judgement expenses) or any other liabilities, suffered in any way or directly provoked by KMT.

5. Confidentiality

KMT awards a special importance to the confidentiality of information and shall submit all necessary diligences in view of achieving this purpose. Still, KMT shall not be responsible for non-related external factors interfering and shall not guarantee that the use of its web-sites by the user shall be confidential.

KMT is not responsible for any loss the user or any other person suffers as result of the confidentiality with regard to the use of the web-site by the user. Any information disclosed by the user on the web-sites may not be safe during its transmission on the Internet. Third parties have the possibility to intercept the transmissions made by the user when using the KMT web-site. KMT will make its best efforts to protect all personal information, but in case of any breach in confidentiality it will not be liable for the safe transmission or receipt of any information.

By accepting the current terms and conditions you agree with the confidentiality frameworks required by KMT in using its services and specified in all official documentation and communication.

6. Final provisions

a. Force majeure

KMT is not responsible in any way in case of force majeure for the functioning of the services and the fulfilment

of the contractual obligations.

b. Jurisdiction/Applicable law

The present legal terms and conditions of the KMT web-site is governed and interpreted according to the Romanian legislation and any dispute controversy or claim arising out of or in connection with the present provisions will be amicably solved or, in case the amicably solving is not possible the disputes will be finally settled by the relevant competent courts in Bucharest.

The KMT web-site may be accessed anywhere inside and outside Romania. KMT does not offer any insurance that the content of the site is conceived with the observance of the outside Romania applicable legal provisions. User accessing the present site outside Romania does it on its risks and it is the only responsible for breaching the Romanian applicable law.

c. The user confirms his integral agreement on all points above.

The further use of this site implies the unconditioned acceptance of all terms and conditions above. If the user disagrees, he will immediately stop using this site or else suffer the legal consequences.

Legal disclaimer

The use or misuse of the trademarks, designs and logos used on this site without our written agreement is strictly prohibited.

The information contained by this site is the property of K.M.Trust & Partners. You are granted access to this site as well as the right to download, display and print its contents, provided you do not modify, reproduce and distribute them publicly without our agreement.

Whereas every effort has been made to ensure that this information is accurate, neither K.M.Trust & Partners nor its providers accept liability for any errors, omissions or misleading statements. No warranty is given or responsibility accepted as to the standing of any individual or organization involved in the content and functionality of this website.

For further information, please contact our office