

TERMS AND CONDITIONS

INTRODUCTION

This website City Business Center is owned by Modatim Business Facility S.A.

The access and the use of the Website are subject to the present Terms and conditions (“the Terms”) and to the applicable laws.

In order to use the Website, the Users must be at least 18 years old.

By using this Website, you, as a User, accept these Terms and Conditions in full and you warrant to us that you are at least 18 years old.

1. DEFINITIONS

„the Company” - Modatim Business Facility S.A., Romanian legal person, headquartered in Bucharest, 169A Calea Floreasca, Floreasca 169, Cladirea A, 5th floor, 1st District, registered under no. J40/1758/09.02.2016, CUI : RO 16216494

„the User(s)” - Any internet user(s) who navigate(s), read(s) and use(s) the Website.

„Contact form” - The form available on the Website which allows the Users to contact the Company for requests, questions, feedback.

2. AGREEMENT

These Terms & Conditions constitute the entire agreement between the Company and the Users with respect to the subject matter of these Terms & Conditions, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms do not create any third party rights.

3. COPYRIGHTS

3.1. The Company observes the intellectual property of others and requests that the Users also comply with any intellectual property belonging to the Company and to third parties.

3.2. The content and the graphical elements of the Website, including, but not limited to, the entire text content, technical sources of all the present and future services and facilities, are owned by the Company and by the tenants of City Business Center who publish material on the Website directly or through us. They are protected by copyright, trademark, and other laws and treaties.

3.3. The Users are not allowed to use any image, brand or logo belonging to third parties if an express and written consent was not prior obtained from the legal owners.

3.4. The Users may view, download and print pages from the Website for their own personal use only, subject to the restrictions mentioned below and elsewhere in these Terms. Any use of content for other purposes than the personal purpose, can be made only with the written, previous consent of the Company and by indicating the source of information.

In this regard, the Users must not:

- republish material from the Website (including republication on another website);
- sell, rent or sub-license material from the Website;
- show any material from the Website in Public;
- reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- redistribute material from this Website, except for content specifically and expressly made available for redistribution. The requests of using the content of the Website in any purpose than personal, can be mailed at the address indicated above or by e-mail to e-mail addresses indicated in the 'Contact' section of the website.

3.5. These Terms don't grant the Users any right, title or interest in the Website, others' content in the Website, the Company's trademarks, logos, other brand features or any other intellectual property rights that it owns.

3.6. As the Company strives to improve the Users' experience with the Website, it welcomes feedback; however, the Company may use comments or suggestions without any obligation to the Users. The feedback shall be given by using a Contact form made available in the contact page.

4. ACCEPTABLE USE

4.1. THE USERS MUST NOT:

- a) use the Website in any way or take any action that causes, or may cause, damage
- b) use the Website in any way that is unlawful, illegal, fraudulent or harmful, or in
- c) use the Website to copy, store, host, transmit, send, use, publish or distribute any to the Website or impairment of the performance, availability or accessibility of the Website; connection with any unlawful, illegal, fraudulent or harmful purpose activity; material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the Company's written consent;
- e) use data collected from the Website for any direct marketing activity (including without limitation e-mail marketing, SMS marketing, telemarketing and direct mailing);
- f) use data collected from the Website to contact individuals, companies or other persons or entities.

5. WAIVER, SEVERABILITY & ASSIGNMENT

5.1. Any failure by the Company to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting the Company's intent as closely as possible. The above also applies correspondingly in the case of omissions in these provisions.

5.2. The Users may not assign any of their rights under these Terms.

5.3. The Company may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Website.

6. LIMITATIONS OF LIABILITY

6.1. The Company provides the Website „AS IS”, „WITH ALL FAULTS” and „AS AVAILABLE”, without any representations or warranties, express or implied. Without prejudice to the generality of the foregoing paragraph, the Company does not warrant that the Website will be constantly available or available at all. If maintenance work is necessary and the Website is not available for maintenance reasons, the Company shall duly inform the Users at the moment of accessing the Website. The Company shall not be responsible for internet/network-related downtimes and, in particular, for downtimes in which the Website cannot be accessed due to technical or other problems outside the area of influence of the Company, e.g. force majeure, fault of third parties.

6.2. The Company does not warrant or represent:

- a) the completeness or accuracy of the information published on the Website;
- b) that the material on the Website is up to date or
- c) the material published on the Website by third parties, which is used by the Company in good faith, based on the agreement concluded between the Company and the third parties.

6.3. By using this Website, the Users agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable. On a contrary, they should not use or stop using this Website.

6.4. The Users agree that the Company has no control over, and no duty to take any actions regarding:

- a) what effects the content on the Website may have on them;
- b) how they may interpret or use the content on the Website;
- c) what actions they may take as a result of having been exposed to the content on the Website;
- d) the content or the accuracy, the copyright compliance, legality or decency of the material/information which can be accessed through the links to other websites.

6.5. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE TO THE USERS OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, DEVICE FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF DATA OR BUSINESS OR FINANCIAL INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, IN ALL CASES, REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT THE COMPANY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.6. Nothing in these Terms will exclude any liabilities that may not be excluded under applicable law.

7. DECLARATION REGARDING THE DATA PROTECTION

According to the dispositions of data privacy applicable legislation, including but not limited to the General Regulation on the Protection of Personal Data no. 679/2016 (" GDPR "), the Company processes the personal data of website's users according to the Privacy Policy (for more details please see "Privacy Policy" section on our website).

8. BREACHES OF THESE TERMS

8.1. Without prejudice to the other Company's rights under these Terms, if the Users breach these Terms in any way, or if the Company reasonably suspects that they have breached these Terms in any way, the Company may:

- send to the Users one or more formal warnings;
- temporarily suspend the User's access to the Website;
- permanently prohibit the Users from accessing the Website;
- block computers using the User's IP address from accessing the Website;
- contact any or all of the User's internet service providers and request that they block the User's access to the Website;
- commence legal actions against the Users, whether for breach of contract or otherwise.

8.2. Where the Company suspends or prohibit or block the User's access to the Website or a part of the Website, the User must not take any action to circumvent such suspension or prohibition or blocking.

9. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the Romanian law.

Any dispute arising out or relating to these Terms shall be settled amicably. In case of impossibility to reach an agreement, the dispute shall be settled by the competent Romanian court.

10. MISCELLANEOUS

10.1. The Company has the right to modify in any way and at any moment any of the provisions of the present Terms. Any amendments will be communicated by the Company by republishing on the Website the updated version of the present Terms.

By continuing using the Website after the Terms' modification/completion, the Users agree to respect them fully and unconditionally.

The Users are advised to verify periodically the present Terms.

IF THE USER DOES NOT WANT TO ACCEPT THE PRESENT TERMS, INCLUDING THEIR MODIFICATION/COMPLETION, THEY MUST CEASE TO USE THE WEBSITE.

10.2. The content on the Website, including, without limitation any modification, completion, revision of the content is owned by the Company and protected by copyrights, trademark law and other legal regulations and international treaties.

10.3. The Users may contact us:

- a) by post: Bucharest, 169A Calea Floreasca, Floreasca 169, Cladirea A, 5th floor, 1st District, Romania;
- b) using the Website Contact Form;
- c) by telephone and by e-mail – please see "Contact" section.