BHB Properties

Terms of Use

Last revised: 09 April 2024

1. Welcome to https://bhb.ro/!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THIS WEBSITE

These Terms of Use are entered into between you (hereinafter referred to as "you" or "your"), as a User and, on the other side, BHB Properties (hereinafter referred to as "BHB", "we" or "our").

By using (in any possible way) our Services, you fully agree that you have read, understood, and accepted all the terms, conditions, representations, disclaimers and other provisions stipulated in these Terms of Use (hereinafter referred to as "**Terms**"). If you do not fully agree with any of the terms and conditions contained herein, please do not access the Platform and cease your use of the Services (including the use of the Services by any other person on your device, if applicable).

When you decide to access, test or use specific features existing on the Platform, you may be subject to Additional Terms which you must also comply with.

Accessing and using in any way our Services available on the Platform (or on relevant third-parties' platforms), you fully acknowledge to be bound by these Terms and any Additional Terms that apply at the date of your access/use.

2. Who We Are and How to Contact Us

The Platform is administered by BHB, which stands for **BHB PROPERTIES GLUCOZĂ S.R.L.**, a limited liability company with headquarters at 50 Odăi Street, C5 Building, 1st floor, 2nd room, Otopeni City, Ilfov County, registered with the Ilfov Trade Registry under no. J23/7473/2023, Unique Identification Code 49087140.

To contact us, please email at sales@bhb.ro.

3. Definitions (a-z)

"Additional Terms"	refers to all additional rules, terms and conditions displayed either on the Platform or on third party platforms which may identify, clarify or supplement the provisions applicable to the Services or to other products and/or services that may be relevant for the purposes of these Terms.
"Applicable Law"	means any law, statute, regulation, code, ordinance, norm, judicial decision, order, decree, as well as any normative or administrative act issued by the Romanian authorities or by other entities, provided that any of the above has binding force in itself and is vested with general effect.
"Authority"	means any statutory, governmental, judicial or other authority or any of them or their authorised representatives.
"Platform" or **"Website"**	refers to the website and its subdomains available at the following address: https://bhb.ro/.
"Services"	all utilities, functionalities and information provided by BHB on the Platform (e.g. the possibility to request a price offer for available apartments)

"User"	means any person who directly or indirectly (on behalf of another natural or legal person) uses the Services or who simply visits the Platform.
"BHB"	represents the Romanian entity referred to in Section 2 above, acting as the owner and administrator of the Platform.
„Potential Client"	refers to the User who requested an offer from BHB while using the Platform.
"Property"	refers to property located at 6B Fabrica de Glucoza Street, District 2, Bucharest, Romania, comprising 120 expansive studios and apartments, 150 parking spaces, a fitness facility, an indoor swimming pool, and a magnificent urban garden.

4. General Provisions

Please note that none of the information displayed or otherwise available on the Platform is intended to constitute investment advice or a solicitation to enter into any contractual undertaking regarding the Property.

The Platform is for information purposes only and you must not take any investment decision based only on the data displayed on the Platform or any interpretation you may construe from such data.

We strongly recommend you to duly conduct your own research. You should also seek professional advice and guidance before making any decisions based on the information provided on the Platform.

All Services are available and should be accessed only by people who are at least 18 years of age or are otherwise considered as having full civil capacity according to the Applicable Law.

5. Do Not Rely on any Information on the Website

The content of the Website is provided for general information only. It is not intended to constitute real estate advice on which you should entirely rely. You must obtain professional or specialist advice before taking or refraining from any action, based on the content published on the Platform.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content existing on the Platform is either accurate, complete, or up to date.

Under no circumstances shall any ads, articles or other advertisement available on the Platform be construed as a mandatory bid (business offer).

Any information available on the Platform should be interpreted as purely commercial and as a means of promoting the Property against competition in the relevant market.

Please note that different rules and policies may apply to each feature or even to the same future, especially if (but not limited to) they are provided by different third parties, so Additional Terms may apply.

6. Technical Partners, Providers and Third Parties

Services may occasionally be accessed through separate third-party websites or platforms, in which case those platforms' own policies, restrictions and terms and conditions shall apply in full with respect to the relevant services.

We have no control over and assume no responsibility for the content, privacy policies, cookie policies or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage caused in

connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

Henceforth, please note that we should not be considered, under any circumstances, liable or a party to a business relationship/agreement concluded between you and any third-party provider, even with respect to services promoted or displayed on the Platform.

7. "See Our Prices" Section

By accessing the "See Our Prices" section on the Platform, the User will be able to request an offer for the apartments available in the Property. Following the submission of an offer, the Potential Client will be contacted by a consultant in order to establish the details of the desired apartment and discuss the details of the offer.

Please keep in mind that the call for an offer is not a sale pledge and does not oblige the Potential Client or BHB to buy or sell any assets included in the Property or undertake other real estate investments.

The submission of the offer to the Potential Client by BHB does not constitute a commitment in any regard, as it does not guarantee the price, unit availability, or the execution of a sale and purchase contract. The details of the sale transactions shall be established at a later date between BHB and the Potential Client.

8. "Take Our Tour" Section

By accessing the "Take Our Tour" section on the Platform, the User will be able to discover every corner of our luxurious Property through immersive virtual tours. From lush gardens to elegant apartments, envision your future home with interactive features.

The 3D property exploration feature provided on the Platform is intended for illustrative purposes only and may not accurately depict the final design, layout, or features of the Property. Actual specifications, dimensions, and configurations may vary from those depicted in the 3D renderings.

The 3D property exploration feature is a representation of the potential design and layout of the Property and should not be construed as a definitive depiction of the final product. Users are advised to refer to official documentation and specifications for precise details regarding the property.

The information presented through the 3D Property exploration feature is subject to change without notice. Updates, modifications, or alterations may occur throughout the development process, affecting the final appearance and features of the Property.

9. Intellectual Property Rights

Subject to the fulfilment of the foregoing Terms, BHB grants to any User a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access the Platform and, as the case may be, use the Services by means of your computer or internet compatible devices for your personal/internal purposes. You may not use the Services or any information presented on the Platform for resale or commercial purposes, including operations on behalf of any other person or entity.

All of the above are expressly prohibited and constitute a material breach of these Terms. The content layout, format, function, and access rights regarding the Services should be stipulated in our discretion. We reserve all rights not expressly granted in these Terms and the User is prohibited from using our Services in any manner not expressly permitted herein.

To avoid any misunderstanding:

- these Terms only grant you a limited licence to access and use the Services. No ownership or intellectual property rights in the Services are transferred to you or anyone else, except based on express agreements.
- the content published, all the text, graphics, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the Services or provided as a part thereof, are exclusively owned, controlled and/or licensed by BHB or its members, parent companies, licensors or affiliates.

BHB owns any feedback, suggestions, ideas, or other information and materials (hereinafter collectively referred to as "Feedback") about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

10. Restrictions

During the use of our Services, you firmly assert that at any point you:

- fully comply with the requirements of Applicable Laws and regulations, as well as these Terms;
- do not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the Services;
- not try to identify any vulnerability of the Platform/Services (including the integration by third parties), or violate any security or authentication measures.

You expressly empower us to perform any action to identify and investigate any violation of these Terms. When we unilaterally determine whether you have violated some provisions in this regard and take actions, without your prior consent or notice, including but not limited to:

- block and close down your ongoing activities;
- reporting the incident to the relevant authorities;
- publicize the alleged violations and the actions taken;
- delete any information you have published that is found to be in breach.

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by these Terms, or either directly or indirectly contravenes the provisions of these Terms;
- is related to illegal activities or has the purpose of causing harm to another person, regardless of how that purpose is attempted, accomplished or achieved.

However, we do not undertake, and nothing contained herein should be construed as implying, any obligation to implement such reviews beyond the mandatory requirements of the applicable law.

11. Indemnification

You agree to indemnify and hold us, our affiliates, contractors, licensors, and their respective directors, officers, employees and agents harmless for and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of or conduct in relation to the Services, (ii) your breach of these Terms, or (iii) your violation of any applicable laws, regulation, or rights of any third party while making any use of the Services.

In such cases, we will have the right, in our sole discretion, to control any actions or proceedings and to determine whether we wish to settle, and if so, on what terms.

12. Warranty and Disclaimers

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OR PLATFORM. WE PROVIDE THE SERVICES AND THE WEBSITE "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE SERVICES, INCLUDING OUR CONTENT WITHIN THE SERVICES/PLATFORM (and excluding the content posted by users), IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES/PLAFTORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE SERVICES/PLATFORM OR CONTENT LINKED FROM THE SERVICES OR WEBSITE, THE SUPPORT WE PROVIDE FOR THE SERVICES/PLATFORM, THE SPECIFIC FUNCTIONS OF THE SERVICES/PLATFORM, THE SECURITY OF THE SERVICES/PLATFORM, OR THE SERVICES' OR PLATFORM'S RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE PROPERTY, THE CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES (e.g., IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE PRODUCT.

PLEASE NOTE THAT THE INFORMATION PRESENTED THROUGHOUT THE PLATFORM OR AS A PART OF THE SERVICES IS NOT INTENDED TO BE, AND CANNOT BE, CONSTRUED IN ANY WAY AS A SOLICITATION OR AN OFFER TO SELL ANY APARTMENTS OR STUDIOS IN THE PROPERTY. AT THE SAME TIME, WE DO NOT BELIEVE THAT THE SERVICES ARE INTENDED TO BE PROVIDED OR THAT THE SERVICES WOULD BE PROVIDED IF THEY WERE DEEMED TO FALL, DIRECTLY OR INDIRECTLY, INTO THE ABOVE CATEGORY.

PLEASE NOTE THAT STATISTICS AND OTHER INFORMATION, INCLUDING BUT NOT LIMITED TO INFORMATION PRESENTED IN THE SECTIONS ON THE PLATFORM, WHETHER RELATED TO THE PROPERTY OR ANY SUBJECT RELATED TO THE PROPERTY, ARE BASED ON DATA PROVIDED BY THIRD PARTIES OR PUBLICLY KNOWN DATA. WE ARE NOT LIABLE IN ANY WAY FOR THE ACCURACY, TIMELINESS OR RELEVANCE OF SUCH INFORMATION AND YOU SHOULD NOT REQUIRE US TO VERIFY IT DIRECTLY. IN THESE CASES, ADDITIONAL (third parties') TERMS MAY ALSO APPLY.

IF YOU HAVE ANY REASON TO DISAGREE WITH ANY OF THE AFOREMENTIONED REPRESENTATIONS, PLEASE DO NOT HESITATE TO DULY AND PROMPTLY NOTIFY US OF YOUR POSITION USING THE CONTACT DETAILS PROVIDED IN SECTION 16 BELOW.

13. Liability

To the fullest extent permitted by the Applicable Law, you agree and understand that we will not be liable for any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or your use of the Services.

We and our affiliated entities shall not be held liable for any loss of profits, revenues, business opportunities, diminution in value or any other losses (collectively "**Losses**") arising from or in connection with these Terms or your use of or access to the Services, including, but not limited to:

(i) downloading or sharing information, including personal information, during the use of our Services;
(ii) services provided by third parties in connection with the Services;
(iii) your dealings with or participation in promotional campaigns of third - parties found while using our Services.

We will not be liable for damages caused by others, the wrongful or unlawful actions of third parties, or an act of God. The limitations and exclusions in these terms will apply whether or not we have been advised of or should have been aware of the possibility of any Losses arising.

To the fullest extent permitted by law and except as otherwise stated in these Terms, we will not be liable in connection with any dispute arising out of or relating to these Terms and the Services.

The illustrative materials presented on the Website, including 3D property explorations and visual renderings, serve as representations of potential designs and layouts. Actual specifications, dimensions, and configurations may vary from those depicted in the materials. Users are advised that the information provided is subject to change without notice, and updates or modifications may occur throughout the development process, impacting the final appearance and features of the property in real life. Users engage with the materials at their own discretion, and the website and its operators shall not be liable for any losses or damages incurred as a result of relying on the information provided.

14. There Are Other Terms That May Apply to You

We do not charge you to access the Platform. Instead, businesses and organizations may pay us to show you ads for their products and services. By using out Platform, you agree that we can show you ads that we think will be relevant to you and your interests.

We do not sell your personal data to advertisers, and we do not share information that directly identifies you with advertisers unless you give us specific permission.

15. We May Make Changes our Terms

We might change, add or remove parts of these Terms at any time and at our sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify you of such changes based on the contact data you have provided in this regard, according to the mandatory provisions of the Applicable Law.

It is your responsibility to review the amended Terms. Your continued use of the Services following any changes to the Terms will mean that you accept and agree to the changes and that any subsequent activity by you will be subject to the amended Terms.

If you have any questions regarding the information set out in these Terms or any changes to them, please do not hesitate to contact us directly.

16. We May Transfer This Agreement to Someone Else

You may not assign any of your rights or obligations under these Terms and/or your use of the Platform without our prior written consent.

You expressly agree that the we may unilaterally transfer all rights and obligations that may be stemming from these Terms without your consent.

17. How to Complain

If you wish to complain about content uploaded by other users, please contact us on sales@bhb.ro. The reply will tell you how to complete the complaint process.

18. Security

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site by means of a denial-of-service attack or a distributed denial of service attack. If you breach this provision, you will be committing a criminal offence under the regulations governing the operation of the Platform. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of any such breach, your right to use our site will cease immediately.

19. Which country's laws apply to any disputes?

The Applicable Law (laws applicable in Romania) shall apply to all elements of the legal relationship existing between us and Users and any other relevant person or entity, as the case may be.

20. Severability

To the fullest extent permitted by the Applicable Law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions or the validity or enforceability of the offending term or provision in any other situation. To the fullest extent permitted by the Applicable Law, you and we will, in good faith, agree to the invalidity or unenforceability of such term or provision and replace it with a valid or enforceable term or provision that most closely matches the economic and legal purpose of the invalid or unenforceable term or provision.

ROMÂNIA
MINISTERUL JUSTIȚIEI

OFICIUL NAȚIONAL AL REGISTRULUI COMERȚULUI
Oficiul Registrului Comerțului de pe lângă Tribunalul Ilfov

CERTIFICAT DE ÎNREGISTRARE

Firma: BHB EDEN PROPERTIES S.R.L.

Sediu social: Jud. Ilfov, Oraș Otopeni, Soseaua Odăi, Nr. 50, Bl. Corp C5, Etaj 1, Ap. Camera 2

Activitatea principală: 6812 - Dezvoltare (promovare) imobiliară

Cod Unic de înregistrare: 51426087 din data de: 11.03.2025

Director,
Elena-Simona ISTRATE

Identificator Unic la Nivel European (EUID): ROONRC.J2025017212006
Nr. de ordine în registrul comerțului: J2025017212006
Data eliberării: 12.03.2025

Semnat digital de: Elena-Simona Istrate
Motiv: Semnare document
Locația: ORCT Ilfov

Seria B Nr. 5207437

ROMÂNIA
MINISTERUL JUSTIȚIEI

OFICIUL NAȚIONAL AL REGISTRULUI COMERȚULUI
Oficiul Registrului Comerțului de pe lângă Tribunalul Ilfov

CERTIFICAT DE ÎNREGISTRARE

202549754023

Firmă: BHB PROPERTIES GLUCOZA S.R.L.

Sediu social: Jud. Ilfov, Oraș Otopeni, Șoseaua ODĂII, Nr. 50, CORP C5, camera 2, Etaj 1

Activitatea principală: 6812 - Dezvoltare (promovare) imobiliară

Cod Unic de înregistrare: 49087140 **din data de: 08.11.2023**

Director,

Elena-Simona ISTRATE

Identificator Unic la Nivel European (EUID): ROONRC.J2023007473237
Nr. de ordine în registrul comerțului: J2023007473237
Data eliberării: 25.02.2025

Semnat digital de: Elena-Simona Istrate
Motiv: Semnare document
Locatia: ORCT Ilfov

Seria B Nr. 5143653