TERMS OF USE

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Overview

Welcome to https://www.comyunity.net/ forum ("**Our Forum**") which is owned by Genesis Property ("**We**" or "**Us**" or "**Our**" or "**Genesis Property**"). By using Our Forum, You, the user ("**You**" or "**Your**"), agree on behalf of yourself and on behalf of Your organization (as the case maybe) to the terms and conditions detailed herein. These Terms of Use govern the use of Our Forum and the information, products and services made available through Our Forum.

By visiting and using Our Forum https://www.comyunity.net/, You acknowledge that You have read, understood, and consented to the processes and policies referred to in these Terms of Use which are legally binding. We encourage You to read these Terms of Use carefully. Please do not use or visit Our Forum if You do not consent to these Terms of Use.

Please review Our **Privacy Policy**, which also governs Your use of Our Forum, to understand Our practices. The Privacy Policy is to be read together with these Terms of Use.

Please consult these Terms of Use each time You visit or use Our Forum. We reserve the right to periodically update and amend these Terms of Use and such changes will be uploaded on Our Forum prior to the change becoming applicable. Your continued use of Our Forum represents Your consent to the latest version of these Terms of Use.

Our Forum is managed by **GENESIS MARKETING & PR S.R.L.**, a company incorporated in Bucharest, Romania, registered with the Trade Registry Office under no. J40/10708/2016, sole registration code 36413245, headquartered in Bucharest, 24 Preciziei street, Building B1, Office no. 151, 1st floor, District 6.

For any questions about these Terms of Use, please feel free to contact Us in writing at comyunity@genesisproperty.net.

General Terms

Use of Our Forum by individuals under the age of 18 is not allowed. If You are using Our Forum on behalf of an organization, You represent and warrant to Us, on a full indemnity basis, that You are fully and duly empowered to represent such organization.

Any breach of these Terms of Use may result in Your restricted or suspended access to Our Forum.

Our Information, Products and Services

The purpose of Our Forum is to is to provide an interactive platform for the people working in YUNITY Park or West Gate Business District, both business parks within Genesis Property's portfolio, where they can ask questions, share their experiences, discuss topics of mutual interest and cultivate interest groups about a particular subject. The purpose is to create social connections and a sense of community.

Please note that it is required to create an account on Our Forum to log in and access the information and services on Our Forum, and access to the content can be done from any modern browser (Google Chrome, Safari, Firefox, etc.).

Intellectual Property Rights

All content included in or made available through Our Forum, such as but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, designs, data compilations, tools, courses, software is and will remain the exclusive property of Genesis Property and protected by the relevant national and international laws. You acknowledge and agree that You may not copy, use, exploit, reproduce, distribute and communicate such content, except as specifically provided herein.

In case You wish to submit Your feedback, suggestions, and ideas by using Our Forum or by writing at comyunity@genesisproperty.net, You agree to exclusively assigned to Us free of charge, for an unlimited period of time and with no territorial limitation all intellectual property deriving from Your posts and/or comments on Our Forum and Your feedback provided in relation to the Our Forum.

In addition, graphics, logos, icons, product, and service names included in or made available through Our Forum may be trademarks of Genesis Property. Our trademarks may not be used in connection with any product or service that is not Ours, in any manner that is likely to cause confusion, or in any manner that disparages or discredits Our Forum, products and services. Any marks which are not Our trademarks may belong to other entities and although We claim no rights in them, You acknowledge and agree that You may not use them, except as specifically provided herein.

In case We disclose to You on a confidentiality basis information that is not publicly available on Our Forum, You undertake to only use such information for the intended and agreed purpose and not use, reproduce, or disclose it to any person, company, corporation and/or entity of any kind for any other purpose. The above shall

not restrict any disclosure required by law or by any court of competent jurisdiction, or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful to do so prior to such disclosure, You shall promptly notify Us of such requirement with a view to providing the opportunity for Us to contest such disclosure or otherwise to agree the timing and content of such disclosure.

We reserve the right to use and disclose any information that You may provide Us with by using Our Forum.

The content of Our Forum is and will remain the exclusive property of Genesis Property and You undertake to not at any time infringe, contest, dispute or question such property right, title or interest nor aid others in doing so, directly or indirectly. These Terms of Use shall not be constructed so as to grant You any license or rights other than as expressly set out herein.

Disclaimer of Warranties and Limitation of Liability

The content of Our Forum is provided to You on "*as is*" basis and without any warranty or representation of any kind, unless otherwise specified in writing. You expressly agree that Your use of Our Forum is at Your sole risk.

Under no circumstances shall any party involved in the design, elaboration or creation of Our Forum and its content or their representatives meaning directors, corporate officers, executive managers, employees, agents and counsels (including financial, legal and tax advisors and auditors) or their affiliates, partners, suppliers and/or collaborators be liable towards You or any third party for any losses, injuries or damages arising out of or in connection with Your access or use of or inability to access or use the information, products and services available on Our Forum, including, but not limited to direct, indirect, incidental, punitive, special and consequential loss or damages, third party punitive damages or loss of business opportunity, unless otherwise specified in writing.

The information available on Our Forum is elaborated with due care and in good faith, however, to the full extent permissible by law, We assume no responsibility or liability for any errors or omissions in the information or for the results obtained from the use of the information which is hereby provided with no guarantee of completeness, accuracy, reliability or timeliness or of the results obtained from the use of the information and without any warranties of any kind whatsoever, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Furthermore, You are solely and exclusively responsible for any inappropriate or abusive use of Our Forum and the information, products and services available on Our Forum.

By using the information contained on Our Forum, You expressly consent to release, waive, discharge any party involved in the design, elaboration and creation of Our Forum or their representatives meaning directors, corporate officers, executive managers, employees, agents and counsels (including financial, legal and tax advisors and auditors) or their affiliates, partners, suppliers and/or collaborators from all liability, claims, demands, petitions, actions or causes of action whatsoever arising out of any damages, loss, or injury that You may now or in the future have a right to formulate as a consequence of using or relying on Our Forum and further consent and agree that for the consideration stated herein You will not sue any of the aforementioned entities and/or individuals. By using Our Forum, You acknowledge that such use is at will and that the limitations herein are not against any public policies.

Notwithstanding any term or condition to the contrary in these Terms of Use, in case We are found to be liable to You in relation to Your use of Our Forum, any payable damages shall be limited to the amount of reasonably foreseeable loss and damage suffered as a direct result of Our fault and in case of paid services, the amount of such damages shall also be limited to what You actually paid to Us. For the avoidance of any doubt, We shall not be liable for any other kind of loss including but not limited to loss of profit, loss of business, loss of use or loss of business opportunity.

Furthermore, You hereby undertake to indemnify and hold Us harmless of any damage, liability, claim or loss made against Us by a third party as a consequence of Your use of Our Forum.

Severability

The invalidity or unenforceability of any part of these Terms of Use will not prejudice or affect the validity or enforceability of the remainder which shall remain in full force and effect. The null clauses are replaced by law with enforceable legal provisions.

Our failure at any time, or for any period of time, to enforce any of the provisions of these Terms of Use shall not be construed as a waiver of such provision(s) or Our right to enforce each and every such provision, nor shall any single or partial exercise of Our rights preclude any other further exercise of such rights.

Suspension and Termination

We shall be entitled to suspend or terminate these Terms of Use, at Our sole discretion, without any notice or other legal or court proceedings being required and, in this respect, restrict, limit or suspend Your access to Our Forum.

Governing Law and Dispute Resolution

These Terms of Use shall be governed by and construed in all respects in accordance with the laws of Romania.

In the event of a dispute, controversy or claim arising out of or relating to these Terms of Use or the Privacy Policy, We will use

Our best efforts to promptly settle such dispute through direct negotiation with You. Any dispute which cannot be resolved through amicable negotiations within a reasonable time from the date either of us has notified the other of the nature of the dispute and of the measures that should be taken to rectify it shall be finally settled by arbitration in front of the Romanian International Chamber of Commerce - International Commercial Arbitration Court, Bucharest, Romania in accordance with the Romanian International Commercial Arbitration Court Rules, which are deemed to be incorporated by reference in these Terms of Use. The legal place of arbitration shall be Bucharest, Romania. The language of arbitration shall be Romanian for Romanian users and English for foreign users, and the dispute shall be settled by three arbitrators appointed in accordance with the Romanian International Commercial Arbitration Court Rules in place at the date of arbitration.

Entire Agreement

These Terms of Use together with the Privacy Policy contains the entire agreement of the parties and supersedes any agreements or written documents prior to the latest version of the aforementioned documents.