

Welcome on our website!

Thank you for your interest in BOG'ART RESIDENTIAL SRL.

To ensure a safe and pleasant experience for all our users, please read carefully the following terms and conditions of use of this website. By accessing and using this site, you agree to observe and comply with these terms and conditions in their entirety.

BOG'ART RESIDENTIAL SRL reserves the right to modify, update or change these terms and conditions at any time, without prior notice. We recommend that you check this page periodically to stay informed of any changes. Continued use of the website after the implementation of changes represents acceptance of those changes.

This document covers important aspects regarding the use of our website, including, but not limited to, the rights and responsibilities of users, the privacy policy, the use of content and materials available on the website, and the limitations of liability. If you do not agree with any of these terms, please do not use our website.

## **DEFINITIONS**

For the clarity of these terms and conditions, the following terms shall have the following meanings:

- "Website" relates to BOG'ART RESIDENTIAL SRL website accessible at the address [www.bogartresidential.ro](http://www.bogartresidential.ro)
- "User" relates to any person who is accessing and using our website.
- "Content" relates to all information, materials, documents, graphs and other data available on the website.

By "content" we mean:

- all information on the website that can be visited, viewed or otherwise accessed through the use of digital equipment;
- the content of any e-mail sent to its users or customers by BOG'ART RESIDENTIAL SRL by electronic means and/or any other means of communication available;

- information related to the projects, events, news and/or services offered by BOG'ART RESIDENTIAL SRL in a certain period.

**Communication Form: request** — an electronic document that acts as a form of communication between BOG'ART RESIDENTIAL SRL and the client, by which the latter sends BOG'ART RESIDENTIAL SRL his intention to access products or receive information via [www.bogartresidential.ro](http://www.bogartresidential.ro) website.

**Personal data:** information we collect from you based on which you can be identified. See the Personal Data Privacy Policy available on the website.

Please read this information carefully and contact us at [dataprotection@bogartholding.ro](mailto:dataprotection@bogartholding.ro) for any inquiries or concerns.

Thank you for the collaboration and support given to BOG'ART RESIDENTIAL SRL!

By using [www.bogart.ro](http://www.bogart.ro) website (hereinafter referred to as BOG'ART RESIDENTIAL SRL) you implicitly agree to the terms and conditions of use below. In order to use the website in the best conditions, we recommend that you read these terms and conditions carefully.

If you do not agree with these terms and conditions, please do not use [www.bogartresidential.ro](http://www.bogartresidential.ro) website BOG'ART RESIDENTIAL SRL reserves the right to modify the terms and conditions of use whenever it deems necessary, without prior notification.

The current version of the terms and conditions of use is always available on the website. Check this page periodically for any changes. Continued use of the site after changes to the terms and conditions implies acceptance of those changes.

## GENERAL INFORMATION

"Website" relates to the collection of information obtained by accessing the web address [www.bogartresidential.ro](http://www.bogartresidential.ro).

The design and content of [www.bogartresidential.ro](http://www.bogartresidential.ro) website belong exclusively to BOG'ART RESIDENTIAL SRL and are protected by intellectual property legislation.

BOG'ART RESIDENTIAL SRL with headquarters in Bucharest, Ion Brezoianu Street, no. 27, District 1, registered under no. J2008006981402, Tax Registration Code RO23738997, as author, owner and admin of [www.bogartresidential.ro](http://www.bogartresidential.ro) website and as "Data Controller" within the meaning of the rules established by national legislation and the General Data Protection Regulation (Regulation no. 679 drawn-up by the European Parliament and the Council of the European Union on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC) (Rom. RGPD, Eng. which enters into force on May 25, 2018, complies with the right to private life of the individuals who access the website and ensures the correct protection of the processing of Personal Data for visitors and users.

### **ACCEPTANCE OF "TERMS AND CONDITIONS"**

Before browsing on [www.bogartresidential.ro](http://www.bogartresidential.ro) website, please read the following specifications carefully. These clauses set out the terms and conditions for your use of all the materials that make-up [www.bogartresidential.ro](http://www.bogartresidential.ro) website.

Accessing the website implies the explicit or implicit acceptance of all published Terms and Conditions, which have full contractual value.

BOG'ART RESIDENTIAL SRL reserves the right to modify the content of the website at any time. In this case, BOG'ART RESIDENTIAL SRL will notify users by displaying the changes on a page that will appear when accessing the site. The continued use of the site by the user/visitor represents an affirmative answer of acceptance of the changes made to this document.

### **PERSONAL DATA COLLECTION**

BOG'ART RESIDENTIAL SRL applies the highest standards for customer/visitor privacy. All information (including but not limited to customer account, transactions, correspondence) is used with utmost discretion. The only personal information collected by BOG'ART RESIDENTIAL SRL is that voluntarily provided by users when making transactions or in other operations. Simple browsing of the website does not involve the collection of personal information. Certain functionalities or

services on the website require the provision of personal information; they will be used only for the purpose for which they were provided and/or for communications between the website and visitors, when necessary (for example: confirmation of subscription to the newsletter, transmission of newsletters to which visitors have previously subscribed, announcing the Foundation's projects).

BOG'ART RESIDENTIAL SRL will not disclose users' personal information collected on the website, to any unauthorized third party. This information may, however, be disclosed to the competent authorities entitled to verify commercial transactions, only upon their justified request. BOG'ART RESIDENTIAL SRL can provide competent persons with collective information and statistics related to the number, profile or other characteristics of its users, for the purpose of their statistical analysis. This information will not include personally identification information.

## **SEARCHES**

All search functions offered by BOG'ART RESIDENTIAL SRL are made available to users to enhance the site's functionality. BOG'ART RESIDENTIAL SRL does not collect personal information following search operations, but may keep and analyze the history of searches performed to identify the interests of customers and improve the services offered to them.

## **HYPERLINKS AND OTHER WEBSITES**

BOG'ART RESIDENTIAL SRL may include on the website, links to other websites, regardless if these are owned by BOG'ART RESIDENTIAL SRL. We cannot, under any circumstances, be responsible for the content of these websites.

## **PARTNERS**

Regarding the quality of the products, regarding the authenticity of the brand and regarding any other concerns regarding a certain brand or a certain product, the customer/visitor can contact the representative of the relevant brand or the importer in Romania.

## **DISCLAIMER**

Part of the content of [www.bogartresidential.ro](http://www.bogartresidential.ro) website, namely the texts, product descriptions, their technical characteristics, their pictures and symbols, is made available to us by the manufacturers and partner suppliers. For this reason, BOG'ART RESIDENTIAL SRL does not assume responsibility for the damages created by the errors, the lack of accuracy or the updating of the information published or maintained on the site.

The images displayed on [www.bogartresidential.ro](http://www.bogartresidential.ro) website are illustrative, and the projects and/or services actually delivered may be different compared to the images existing on the website, in any way (configuration, color, accessories, appearance, ambience, etc.)

BOG'ART RESIDENTIAL SRL does not assume responsibility for the content of comments posted by users regarding the products promoted, instead, it assumes the right to delete (remove) any content that violates the Terms and Conditions of our website or that is otherwise incompatible with their purpose. However, BOG'ART RESIDENTIAL SRL does not assume responsibility for the permanent monitoring of all content hosted on the website and posted by users.

BOG'ART RESIDENTIAL SRL shall not be liable for the damages created as a result of [www.bogartresidential.ro](http://www.bogartresidential.ro) website malfunctioning, nor for those resulting from the inability to access certain links displayed on the website.

## **INFORMATION SECURITY**

BOG'ART RESIDENTIAL SRL guarantees the security and confidentiality of data hosted and transmitted through its computer system. However, we do not assume responsibility for the loss of information caused by malfunctions or errors of the software with which the website is designed and hosted, and we do not guarantee that the website, servers or e-mails sent by BOG'ART RESIDENTIAL SRL do not contain viruses or other harmful elements. Also, we are not responsible for failures that endanger the security of the server hosting the website. We guarantee data security and confidentiality, but we do not guarantee software security or stability.

## DISPUTES

Any attempted unauthorized access of [www.bogartresidential.ro](http://www.bogartresidential.ro) website and any attempted fraud will be reported to the competent authorities without delay. All disputes shall be amicably settled. If the dispute cannot be settled amicably, or one of the parties waives the amicable settlement, the dispute will be settled by arbitration of the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania and the Municipality of Bucharest, in accordance with this Court's rules of arbitral procedure. The arbitration decision is final and mandatory. Force majeure claimed and proven by one of the parties, under the law, exempts the parties from obligations - except for the obligation to pay for the services rendered until its occurrence - for the entire duration of the force majeure event.

## COPYRIGHT

The entire content of [www.bogartresidential.ro](http://www.bogartresidential.ro) - website - images, texts, graphs, symbols, WEB graphic elements, scripts, programs and other data - is the property of BOG'ART RESIDENTIAL SRL and its suppliers and is protected by the Copyright Law and intellectual and industrial property laws. The use of any elements listed above without the consent of BOG'ART RESIDENTIAL SRL is punishable according to the applicable laws.

## PROMOTIONS AND CONTESTS

The promotions and contests that take place on the website comply with the regulations created by BOG'ART RESIDENTIAL SRL. These regulations are brought to the attention of users own website or through e-mail messages. In order to avail of promotions, participants must strictly follow the rules displayed in the official regulations. The promotions presented in these media are valid during the mentioned time period, and if no time period is mentioned, they are valid within the limits of available stocks.

BOG'ART RESIDENTIAL SRL reserves the right to interrupt or cancel a promotion / contest at any time, without any prior notification.

## **COMMENTS, COMMUNICATIONS AND OTHER INFORMATION**

Persons who access/visit the site can make comments and any other communications; can send e-mails, provide suggestions, ideas, questions or other information, as long as their content is not illegal, obscene, threatening, defamatory, does not in any way disturb the privacy of other people, does not infringe intellectual property rights, does not contain viruses, promotional texts, chain letters, mass emails or any other form of spam. Persons who will use a false e-mail address or send electronic messages or any other communications on behalf of another natural or legal person or on behalf of any other entity will be penalized in accordance with applicable laws. [www.bogartresidential.ro](http://www.bogartresidential.ro) has the right (but not the obligation) to delete any such content identified on the website.

If you do not agree to the conditions and terms presented above, please do not access [www.bogartresidential.ro](http://www.bogartresidential.ro) website and immediately close [www.bogartresidential.ro](http://www.bogartresidential.ro) webpage.

## **CONCLUSIONS**

Thank you for reading our Terms and Conditions and for using BOG'ART RESIDENTIAL SRL website. By accessing and using this website, you agree to comply with these terms, which are intended to protect both your rights and those of our foundation.

We are committed to providing a safe, transparent and useful online environment for all our users. If you have any questions or concerns regarding these terms or the use of our website, please do not hesitate to contact us at [dataprotection@bogartholding.ro](mailto:dataprotection@bogartholding.ro). We are here to assist you and ensure that your experience on our website is as enjoyable as possible.

These Terms and Conditions may be updated periodically to reflect legislative changes or to improve the operation of our website. Please check this page periodically for any possible changes. Your continued use of our website after any changes are posted represents your acceptance of those changes.

Thank you for your trust and your continued support in achieving our mission. We want your interaction with our website to always be beneficial and informative.

Sincerely,  
BOG'ART RESIDENTIAL SRL Team