



TERMS AND CONDITIONS

The Terms and Conditions (hereinafter «T&C»), as they may be altered or amended from time to time by GTs Limassol Property (hereinafter: «Agency»), will apply, regulate and govern the Website's use by a User. The T&C come into effect as of the 1st day of September 2020.

The use and/or access of any part of the Agency's Website signifies the User's consent and that the User agrees that they have read, understood and agreed to be legally bound by the T&C and the Privacy Policy. If the User does not agree to be bound by the T&C or the Privacy Policy, the User must not use or access any part of the Website or transfer, upload or download any data through the Website. The Agency may alter or amend the T&C without providing notice to the User and, therefore, it is the User's sole responsibility and obligation to regularly monitor the T&C for any such alterations or amendments, prior to using the Agency's Website.

THE AGENCY AND ITS SERVICES

1.1 GTs Limassol Property is a Real Estate Agency duly registered in the Republic of Cyprus, under Registration No. 592 and licensed under License No. 316 and with registered address at 236A Franklin Roosevelt Av, Zakaki, 3046, Limassol, Cyprus, hereinafter referred to as the Agency.

1.2 The Agency provides Real Estate Services, including but not limited to advertising and selling immovable properties, providing consultation and estimation regarding immovable properties and providing services regarding the Department of Land and Surveys' procedures.

1.3 No information, statement, description, quantity or measurement contained in any sales particulars or given orally or contained in any webpage, brochure, catalogue, email, letter, report, docket or hand out issued by or on behalf of the Agency in respect of the property shall constitute a representation or a condition or a warranty on behalf of the Agency. Any information, statement, description, quantity or measurement so given or contained in any such sales particulars, webpage, brochure, catalogue, email, letter, report or hand out issued by or on behalf of the Agency are for illustration purposes only and are not to be taken as matters of fact. Any mistake, omission, inaccuracy or mis-description given orally or contained in any sales particulars, webpage, brochure, catalogue, email, letter, report or hand out issued by or on behalf of the Agency shall not give rise to any right of action, claim, entitlement or compensation against the Agency. All Users must satisfy themselves by carrying out their own independent due diligence,



inspections or otherwise as to the correctness of any and all of the information, statements, descriptions, quantity or measurements contained in any such sales particulars, webpage, brochure, catalogue, email, letter, report or hand out issued by or on behalf of the Agency.

1.4 The Agency may upload and/or otherwise make available for display and/or download on the Website certain information and/or data with regards to or in connection with the Services it provides, including but not limited to website links and/or other links which lead to third party website's and/or content. All and any data and/or information displayed and/or contained on the Website are provided for information purposes only and the Agency makes no representations as to its accuracy, efficiency or completeness. Such data and/or information is intended to be for informational purposes only and the User should not rely upon such data and/or information. The use in any way of the Website by the User, does not automatically create and/or establish a service provider - client relationship.

USE OF THE WEBSITE

2.1 Subject to the User's consent and compliance with the T&C and Privacy Policy, the Agency provides the User with the non-exclusive right to use the Website, and any information and/or content is made available by the Agency to the User for informational purposes and for any other purposes expressly stated in the T&C.

2.2 The use of the Website by the User, does not provide the User with any intellectual property rights, such as trademarks, logos etc and does not provide any User with ownership of or any rights to any data that may be provided via use of the Website. Unless expressly stated in the T&C and only to such extent, the User may not copy, use, reproduce, display, represent, sublicense, circulate or distribute in any way any data which is made available by the Agency, or by any other User, on the Website without the written consent of the Agency.

2.3 The User is prohibited to use the Website and any data made available to the User in relation to use of the Website in any way which may interfere with any third party's ability or right to use the Website and/or the Agency's ability to provide its Services. Prohibited use of the Website includes but is not limited to, violation or infringement of any party's right, impersonating any other entity or person, using a false identity, submission of misleading or false information to the Agency, breach of any domestic or international legislation or regulation.



USER CONSENT

3.1 The consent of the User is necessary in order for the User to access and/or download any information and/or data made available by the Agency on the Website, for the processing and collection of the User's personal data by the Agency, as well as for the Agency to contact the User with regards to the Services provided by the Agency.

3.2 The User provides such consent to the Agency, by actively agreeing to be bound by the Privacy Policy and T&C, (positive opt-in) the moment the User proceeds to download any information and/or data from the Website, as well as at the moment that the User proceeds to convey and/or upload any information and/or data, including personal data, through the Website to the Agency.

3.3 The User may at any time withdraw such consent, which was already provided to the Agency by the User, by contacting the Agency and requesting the same.

3.4 In respect of our User's free consent, the Website does not use pre-ticked boxes.

3.5 The contact information of our Data Processor is listed down below in the contact information bar

3.6 Any Data Processing taking place on this Website is operated in a legitimate interest of the User and of the Agency, according to the governing laws of the EU and the Republic of Cyprus.

3.7 If you have any remarks or complaints regarding the way we process your personal data, we invite you to contact our DPO by sending an email to info@gts-limassolproperty.com, marking "my personal data" in the subject field and your request will be processed from our Data Processor within 72 hours upon receipt.

NOTIFICATION OF BREACH

4.1 In the event that there shall be a breach to the personal data and/or information kept by the Agency, the Agency shall provide notice to any affected User within 5 (five) business days from the date that the Agency has become aware of such breach.

4.2 In the event that there shall be a breach to the personal data and/or information kept by the Agency, the Agency shall provide notice to the Commissioner of Data Protection within seventy two (72) hours from the awareness of the breach.



DATA AND PERSONAL DATA

5.1 The User acknowledges that, by and/or throughout the access and/or use of the Website by the User, and/or for the purpose of the Agency effectively providing its Services to the User, the Agency may collect information, content and/or data of any type and form, including the User's personal data, as described below, links to websites, articles, publications or other types of information.

5.2 The Agency declares and the User acknowledges that personal data is collected by the Agency and that any links, articles, publications or other types of information made available on the Website is solely for informational purposes.

5.3 The Website allows the User to download or submit data. The submission, download or upload of the data by the User grants the Agency the consent to use, reproduce, and/or process such data for the purpose of effectively providing its Services.

5.4 The Agency's website operates in compliance with the six (6) Data Protection Principles set by the GDPR, within the "Data Protection by Design and by Default" regulation as follows:

5.4.1. The Website operates in lawfulness, fairness and transparency

5.4.2. The Website operates in respect of the purpose limitation of the collection of data provided by the Users

5.4.3. The Website operates with accuracy

5.4.4. The Website operates in respect of the storage limitation principle

5.4.5. The Website operates with integrity and confidentiality

5.4.6. The Website operates in respect of the data minimization principle

5.5 The data collection operated by the Website is strictly limited to the necessary and is executed for specific purposes, according to the laws of the European Union and the Republic of Cyprus.

5.6 The Agency carries out a Data Protection Impact Assessments, hereinafter referred to as DPIA. The DPIA is a mechanism that aims to identify, evaluate and address the data protection risks to the rights and freedoms of natural persons associated with new



activities involving personal data processing. Where there is a high risk to these rights and freedoms, the GDPR requires data controllers to carry out a DPIA.

THIRD PARTY DATA

6.1 The Agency may provide access through the Website to third party data, such as website links leading to websites of third persons and/or Governmental Departments. The Agency does not undertake any obligation to monitor, investigate or review any data submitted or provided otherwise by third persons or Users, any third persons providing any website links or their data and does not endorse any opinions, ideas or concepts of third party data.

6.2 The Agency is not responsible for any third party data, irrespective of its accuracy, availability or suitability, by any third party or for any action or omission of any third party. The Agency has the right, at its sole discretion, to alter, amend or delete any third party data. The User undertakes at all times any and all risks associated with accessing and/or obtaining any information and/or data over the internet and agrees that the Agency shall not be held liable or responsible for any damage or loss which is a direct or indirect result of the User's use of third party data, services or websites.

6.4 In the event that any User objects to any third party data, such User may report such data to the Agency by contacting the Agency. Following the report, the Agency will address such data in its sole discretion and as deemed necessary by the Agency.

6.5 All data exchange on this Website is processed by our Data Controller.

6.6 Cross-border processing takes place within the borders of the European Union.

6.7 In the event of any data exchange with third parties outside the borders of the European Union, within a group of undertakings or enterprises engaged in a joint economical activity, the data control is subject to BCRs or to MCCs

USER'S WARRANTIES

The User hereby warrants that:

7.1. The User is of 18 years or over of legal age and of legal competence to understand and to be bound by the T&C and Privacy Policy.



7.2. In the event that the User is providing any information and/or data to the Agency through the Website on behalf of any third person, that the User is an authorized representative of such third person and that in such a case, the third person also agrees and accepts to be bound by the T&C and Privacy Policy.

7.3. The User is authorized to provide any information and/or data through the Website, in accordance with the Laws of the Republic of Cyprus and of any International Law.

7.4. That any information made known and/or provided through the Website by the User to the Agency and at the time that this is made known and/or provided, it is accurate, correct, valid and true.

DISCLAIMER OF WARRANTIES

8.1 The Agency explicitly does not warrant that the Website, use of the Website and any data relevant to the Website shall be secure, free of any delays, errors or inaccuracies or meet the User's or any other requirements.

8.2 Other than any express warranties contained within the T&C, the Agency does not make any warranties and hereby disclaims any implied warranties, including but not limited to warranty of suitability for a specific purpose, warranty relevant to any services which may be provided from and as a result of the use of the Company's Website to the User, warranty of any third party data and/or services, irrespective of whether these were accessed by the Website or otherwise.

LIMITATION AND EXCLUSIONS

The User agrees and acknowledges that:

9.1. Relevant errors may occur with regards to or in connection with the Website.

9.2. The Agency shall not be held liable to the User or any third party for damages of any type or nature, including but not limited to damages with regards to lost data and/or profits, which may arise as a result of or in relation to the use of the Website.

9.3. The Agency has no liability or responsibility for failure to store or remove any data which is maintained or displayed in relation to the Website.



9.4. The Agency reserves the right at any time to add, alter, amend or erase any and all data and/or information made available in any way on the Website, in whole or in part, with or without provision of notice, and that the Agency shall not be held responsible or liable by the User or any third party in such cases.

INDEMNITY

10.1 The User agrees to indemnify and hereby indemnifies the Agency, any of its officers, employees and/or persons affiliated with the Agency, harmless from any loss, expenses, or damages which may arise in relation with any claim or action brought by any third party against them with regards to or in connection with the Website and/or any data and/or information conveyed through or made available on the Website.

10.2 The User agrees that in the event of any dispute with any other User or third party with regards to the Website or which is a consequence of the Website, the User releases the Agency, any of its officers, employees and/or persons affiliated with the Agency, from damages and claims of any nature or type.

PRIVACY

11.1 The User acknowledges and agrees that subject to obtaining the relevant consent, any of their personal information may be collected, processed and/or used to enable the Agency to provide the User with the Services. The User authorizes the Agency at all times to proceed with any of the above actions with regards to the User's name, email address, street address, telephone number and other general information provided through the Website or otherwise made available by the User to the Agency through the Website.

11.2 The User has the right to cancel the authorization and consent provided to the Agency, at any time, upon written request to the Agency of the same.

11.3 Subject to the consent and active opt-in by the User, in accordance with Term 3 above, the User agrees that by the provision of any email address to the Agency, the Agency may send emails to the User and to such email addresses regarding marketing, advertising or any other content or with regards to the Services.

11.4 The User reserves the right to opt out of receiving emails from the Agency, as provided by Term 11.3 above, by providing written notice to the Agency of the same.



11.5 The User agrees that the Agency may provide the User with any legal notices via email.

DISPUTE RESOLUTION

12.1 The User hereby agrees that with regards to any and all disputes arising or relevant to the T&C, to the Privacy Policy or to the Services provided by the Agency, the User shall first contact the Agency by providing a description of the dispute and the contact details of the User, and providing the Agency with thirty (30) days in order for the Agency to undertake relevant investigations and attempt to resolve such dispute.

12.2 In the event that a dispute is not resolved within the aforementioned thirty (30) days, the User hereby agrees that the dispute will then be resolved in negotiation proceedings between the Agency and the respective User.

12.3 This Term shall in no way limit the Agency's right to investigate reported violations or complaints with regards to the Website, the T&C, the Privacy Policy or the Agency's Services or to take any actions deemed appropriate by the Agency, including but not limited to Court proceedings and contacting competent authorities and/or law enforcement officials.

FORCE MAJEURE

13.1 The Agency shall not be held liable for any non-performance under the T&C, the Privacy Policy or with regards to provision of the Services which is due to any event beyond its reasonable control.

APPLICABLE LAW AND JURISDICTION

14.1 The applicable law to the T&C, the Privacy Policy, the performance and enforcement of any obligations, are the laws of the Republic of Cyprus.

14.2 The Courts of the Republic of Cyprus are the competent Courts with regards to resolution of any disputes which arise or are relevant to the T&C, the Privacy Policy, the Website, or the Services.



COPYRIGHT

15.1 The database and information of this website is protected by copyright law, trademark law, database rights and other intellectual property rights of the European Union and the Republic of Cyprus.

15.2 The database and information content of this website is subject to updating and revision, while the copyright owner remains the Agency at all times.

15.3. GTs Limassol Property, the Agency's licensors and authorized contributors own the copyright, database right and all intellectual property rights on this website unless otherwise stated.

15.4. The User of this website may view, print, copy, download and save extracts of the data and/or information of this website through the website for personal use only, subject to the following non exhaustive list of conditions:

15.4.1. The use of the database content and/or information found on this website for commercial purposes or reproduction before any wide audience is strictly prohibited.

15.4.2. The modification of the database content and/or information found on this website is strictly prohibited.

15.4.3. The use of the database content and/or information found on this website for advertising purposes is strictly prohibited.

15.5 Copies of the database content and/or information may be provided by the User to third parties under the following non exhaustive conditions:

15.5.1. The copies of the database content and/or information can only be circulated for information or research purposes only.

15.5.2. The copies of the database content and/or information are not subject to any fee or monetary exchange

15.5.3. The copies of the database content and/or information are not subject to modification

15.5.4. The copies of the database content and/or information must always mention the Agency as the source



15.6 Any other use of the database content and/or information of this website is strictly prohibited, unless a written consent is granted by the Agency for a specific use.

15.7 All contributors of this website agree that the database content and/or information shall be available in a free form to everyone for their own use, in respect of the laws of the European Union and the Republic of Cyprus.

The present T&C notice has been updated on the 1st day of September 2020. All rights reserved.