

SABRE.RO
The #1 online destination for land and rural real estate in Romania

WEB SITE TERMS & CONDITIONS

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BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED
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These terms and conditions of use ("Site Terms") apply to your access to, and use of, the Web site of Sabre Investments Group, ("Sabre"), located at **www.sabre.ro** (the "Site") and the real estate information and related services provided in connection therewith (the "Services").

You acknowledge that the Services provided by Sabre involve the providing of information only, and that Sabre is not a licensed broker and does not provide any brokerage or real estate services of any kind.

These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Sabre, or its subsidiaries or affiliates, for advertising, products, services or otherwise.

If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and Sabre for violations of these Terms.

Sabre reserves the right, at any time and in its sole discretion, to:

- (a) change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site;
- (b) change, modify or discontinue the Site or the Services; and
- (c) terminate or suspend your account and your license to use this Site, without any liability to you or any other person.

Any changes or modification will be effective immediately upon posting of the revisions on the Site or otherwise providing you notice of such changes or modifications, and discontinuation of the Site or the Services or of your account and your license to use this Site may be without notice.

Your continued use of this Site following the posting of its changes or modifications will constitute your acceptance of all such changes or modifications.

Therefore, you should frequently review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site and the Services.

If you do not agree to the amended terms, you must stop using the Site and the Services.

You must agree to be bound by any modifications in order to continue using the Services.

If you do not agree to the modifications, you must discontinue your use of the Services.

If you have any question regarding the use of the Site, please direct your questions or comments to **sales@sabre.ro**.

1. PRIVACY POLICY

Please refer to our **Privacy** page for information on how Sabre.ro collects, uses and discloses personally identifiable information from its users.

2. PROPERTY LISTING TERMS AND CONDITIONS

By submitting a property listing to Sabre.ro or posting a listing on the Site, you agree to be bound by and accept the following terms. These terms are subject to change without prior notice at any time, in Sabre.ro's sole discretion so you should review them each time you submit or post a listing.

Sabre.ro agrees to use reasonable efforts to provide the following services to the listing real estate professional (REP):

- Posting of the REP's bona fide property listings on Sabre.ro's web site;
- Unlimited content updates for the REP's listings; and
- Real time email leads delivered directly to the email address designated by the REP.

The REP represents and warrants the following to Sabre.ro:

- (i) the REP owns or otherwise controls all of the rights to the content that it posts on its web site or that it otherwise provides to Sabre.ro;
- (ii) such content is accurate;

- (iii) use by Sabre.ro of the content supplied by the REP does not violate Sabre.ro's policies or any applicable law; and
- (iv) the REP will indemnify and hold harmless Sabre.ro and/or Sabre.ro's affiliates from and against any and all claims, damages or other liabilities suffered by Sabre.ro and/or Sabre.ro's affiliates as a result of the content supplied by the REP.

Sabre.ro agrees to use reasonable efforts to provide the following services to the listing real estate professional (REP):

- Valid, bona fide property listings for display on Sabre.ro's web site;
- Regular updates for all such property listings;
- The right to upload and display on Sabre.ro's web site information compiled or maintained by the REP relating to the regions or localities in which the REP's property listings are located;
- A non-exclusive, royalty-free, license permitting Sabre.ro and its affiliates and sublicensees to reproduce, publish, translate, refine, redesign, market, and display any and all content the REP provides to Sabre.ro throughout the world and in any media; and
- The right (but not the obligation) to use the name submitted by the REP in connection with the content provided by the REP.

Sabre.ro reserves the right:

- (i) to edit or exclude any listings provided by the REP;
- (ii) to institute charges for its services and/or adjust its fee structure at any time upon no less than 45 days prior notice to the REP; and
- (iii) to terminate this Agreement at any time for any reason or for no reason.

SABRE.RO DOES NOT REPRESENT, WARRANT OR OTHERWISE GUARANTY THAT ADVERTISING ANY PROPERTY THROUGH ITS SERVICE WILL RESULT IN A TRANSACTION OR THAT ANY PERSON USING ITS SERVICE WILL BE SUITABLE OR QUALIFIED TO ENTER INTO ANY TRANSACTION.

SABRE.RO DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED BY SABRE.RO AND THE TECHNOLOGY USED TO PROVIDE SUCH SERVICES, ALL OF WHICH ARE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS.

SABRE.RO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF WHATEVER KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WITH THE USE OR OPERATION OF SABRE.RO'S WEB SITE, AND THE REP EXPRESSLY AGREES THAT SABRE.RO'S LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS (\$100).

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS OR PROPOSALS.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF CANADA.

3. REGISTRATION DATA AND SUBSCRIPTIONS

From time to time, Sabre.ro may make available to you one or more subscription packages which may provide you with certain benefits in connection with the Site or the Services (each a "Subscription").

The benefits and other terms applicable to a particular Subscription and the subscription fees payable in connection therewith (the "Subscription Fees") shall be as described on the Site, and such Subscription terms are subject to change at any time by posting such revisions on the Site.

When you have agreed to a Subscription the terms of such Subscription are incorporated into these Terms of Use.

You must provide Sabre.ro with a valid credit card for payment of the Subscription Fees, and you hereby authorize Sabre.ro to charge the Subscription Fees in advance each payment period to such credit card until you have cancelled your subscription. In the event that the Subscription Fees are not paid on a timely basis, including due to an invalid credit card number, or you are otherwise in breach of this Agreement, Sabre.ro may, in addition to any other available remedies, suspend or terminate your account.

Subscriptions may be cancelled by emailing sales@sabre.ro.

Cancellation will be effective upon receipt of confirmation from Sabre.ro that your Subscription has been cancelled.

Subscriptions will automatically renew for an additional period equal to the original subscription period unless you request cancellation at least seven (7) business days prior to the renewal date.

In order to register or use the Site or the Services, you must be 18 years of age or older.

By registering or by otherwise accessing or using the Site or the Services, you represent and warrant that you are 18 or over and that all information you provide in the registration form is complete and accurate. Sabre.ro reserves the right to refuse service to anyone at any time, with or without cause in its sole discretion.

In consideration of your use of the Site or the Services, you agree to:

- (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data");
- (b) maintain the security of your password and identification;
- (c) maintain and promptly update the Registration Data, and any other information you provide to Sabre.ro, to keep it accurate, current and complete; and
- (d) immediately notify Sabre.ro of any unauthorized use of your account or password or any other breach of security and accept all risks of unauthorized access to the Registration Data and any other information you provide to Sabre.ro.

4. REPORTS

Sabre.ro may from time to time make available to users, either for purchase or free of charge, copies of various reports it has created, compiled or obtained from third parties (the "Sabre.ro Reports").

With respect to any Sabre.ro Reports you downloaded from the site or otherwise obtain from Sabre.ro, you agree that such Sabre.ro Reports may only be used for informational, non-commercial and personal or internal business use and may not be shared with or distributed to any third parties, except as expressly authorized by Sabre.ro.

You acknowledge that such Sabre.ro Reports are provided solely for general information and do not constitute real estate, legal, tax, accounting, investment or other professional advice.

In addition, while Sabre.ro attempts to draw from sources it deems reliable and to provide reports that are accurate, such reports are dependent upon third party information and SABRE.RO CANNOT AND DOES NOT REPRESENT OR WARRANT THE ACCURACY OR RELIABILITY OF ANY SUCH REPORTS. THEREFORE, BEFORE ACTING ON ANY INFORMATION OR REPORTS OBTAINED FROM SABRE.RO, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL AND INDEPENDENTLY VERIFY ALL SUCH INFORMATION OR REPORTS.

Sabre.ro Reports are non-returnable.

5. THIRD PARTY SERVICES

We may from time to time assist you in locating, or provide links to or information regarding, third parties who provide real estate related services including without limitation appraisers or brokers (Land Specialists) who may assist you with the evaluation, listing and sale or purchase of property (the "Third Party Services").

Sabre.ro does not recommend or endorse any such Third Party Services and does not monitor or have any control over such Third Party Services.

Therefore, Sabre.ro can make no guarantee as to the value, reliability, accuracy, completeness or performance of such Third Party Services or the results obtained therefrom, and Sabre.ro assumes no responsibility or liability for any Third Party Services or for the actions or failure to act of those providing such Third-Party Services.

You assume full responsibility for your use of such Third-Party Services.

6. COPYRIGHT AND LIMITED LICENSE

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- (e) use of any data mining, robots or similar data gathering or extraction methods, including without limitation sending any automated queries of any kind to the Site without the express written authorization of Sabre.ro;

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- (g) any use of the Sabre.ro Reports, the Site or the Site Materials other than for its intended purpose.

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In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Sabre.ro has adopted a policy of terminating, in appropriate circumstances and at Sabre.ro's sole discretion, subscribers or account holders who are deemed to be repeat infringers.

Sabre.ro may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8. COPYRIGHT COMPLAINTS

If you believe that anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement by sending an e-mail containing the following information:

Information required:

- Your address, telephone number, and e-mail address;
- A description of the copyrighted work that you claim constitutes the infringement;
- A description of where the information is or was posted on Sabre.ro; and
- A signed statement by you under penalty of perjury that you are the copyright owner or are authorized to act on the copyright owner's behalf.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, or electronic mail to a user's email address in our records.

9. TRADEMARKS

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Users access and use Third Party Content at their own risk.

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THIS CONTENT AND YOUR USE OF IT ARE SUBJECT TO CHANGE AND/OR REMOVAL AT ANY TIME.

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Sabre.ro is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non- Sabre.ro advertisers on the Site.

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You are solely responsible for any User Content that you post on the Site or provide to Sabre.ro and for your use of any Interactive Areas and any User Content posted therein.

You use the Interactive areas and the User Content contained therein at your own risk.

You represent and warrant to Sabre.ro that any property advertisements and photographs, contact information and other User Content you post on the Site or provide to Sabre.ro will be accurate and not misleading and will comply with all applicable laws, regulations and multiple listing service requirements (if applicable).

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish on or through the Site or provide to Sabre.ro any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, misleading, inaccurate or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting to the Site or otherwise providing to Sabre.ro any User Content, you represent and warrant that you have all necessary rights in such User Content to permit the User Content to be posted on the Site and to grant the rights granted in connection therewith;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations, including without limitation unsolicited commercial email (SPAM);
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; and

- User Content that, in the sole judgment of Sabre.ro, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Sabre.ro or its users to any harm or liability of any type.

Sabre.ro takes no responsibility and assumes no liability for any User Content provided, posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Sabre.ro liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

Your use of Interactive Areas is at your own risk.

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Although Sabre.ro has no obligation to screen, edit or monitor any of the User Content, Sabre.ro reserves the right, and has absolute discretion, to remove, screen or edit any property advertisements or other User Content at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site or provide to Sabre.ro at your sole cost and expense.

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You further grant users of the Site the right to access, reproduce, distribute, download and otherwise use such User Content as authorized in these Site Terms or otherwise on the Site.

You grant Sabre.ro and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You represent and warrant that:

- (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site, or to provide such User Content to Sabre.ro for posting on the Site, and to grant the rights granted herein in connection therewith;
- (b) the User Content is accurate and not misleading; and
- (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

14. SUBMISSIONS

Although you otherwise retain all rights to any User Content you submit, you acknowledge and agree that any questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Site, Sabre.ro or Sabre.ro's products or services that are provided by you in the form of email or other submissions to Sabre.ro, or any postings on the Site, are non-confidential and shall become the sole property of Sabre.ro.

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17. APPLICABLE LAW AND VENUE

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the Province of Ontario, applicable to agreements made and to be entirely performed within the Province of Ontario, without resort to its conflict of law provisions.

You agree that any action at law or in equity arising out of or relating to these Site Terms that is not subject to arbitration (as set forth below) shall be filed only in the province and federal courts located in the Province of Ontario, Canada and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

18. ARBITRATION

YOU AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE SITE TERMS, THE SITE AND/OR THE PRODUCTS AND SERVICES SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate the intellectual property rights of Sabre.ro or any third party or have otherwise violated any of the user conduct rules set forth in Section 10 above, then you acknowledge that arbitration is not an adequate remedy at law and that Sabre.ro may seek, in its sole discretion, injunctive relief or such other remedies as we deem appropriate.

Arbitration under this Agreement shall be conducted by the Canadian Arbitration Association (the "CAA") under its Arbitration Rules (CAA Arb Rules Revised 11 Sep 2013).

The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such CAA Arb Rules.

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than one (1) year after the cause of action arose.

19. TERMINATION

Notwithstanding any of these Site Terms, Sabre.ro reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

20. SEVERABILITY

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

21. QUESTIONS & CONTACT INFORMATION

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22. SHOPPING PRICE DISCLAIMER

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Prices and product availability are subject to change.
Any price displayed on the Amazon website at the time of purchase will govern the sale of this product.

23. THIRD PARTY SERVICES

Microsoft MapPoint Terms of Use

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