



## TERMS OF USE

*Last update: 03 June 2021*

### Overview

Welcome to <https://immune-building.com/> website (“**Our Site**”) which is owned by Genesis Property (“**We**” or “**Us**” or “**Our**” or “**Genesis Property**”). By visiting and using Our Site, You, the website visitor (“**You**” or “**Your**”), agree on behalf of yourself and on behalf of Your organization to the terms and conditions detailed herein. These Terms of Use govern the use of Our Site and the information, products and services made available through Our Site.

**By visiting Our Site [www.immune-building.com](http://www.immune-building.com), 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 Site if You do not consent to these Terms of Use.**

Please review Our [Privacy Policy](#), which also governs Your use of Our Site, 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 Our Site. We reserve the right to periodically update and amend these Terms of Use and such changes will be uploaded on Our Site prior to the change becoming applicable. Your continued use of Our Site represents Your consent to the latest version of these Terms of Use.

Our Site is managed by Genesis Property

For any questions about these Terms of Use, please feel free to contact Us by using the Contact Us section on Our Site or in writing at [contact@immune-building.com](mailto:contact@immune-building.com).

### General Terms

Use of Our Site by individuals under the age of 18 is not allowed. If You are using Our Site 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 Site.

### Our Information, Products and Services

By using Our Site, You acknowledge that We offer third-party certification rating for the built environment (“**IMMUNE Building Standard™**” or “**IMMUNE™**”), designed and developed to assess and certify its resilience to withstand present and future health challenges, and minimize the impact of a pandemic and other bacteriological or toxicological threat.



Our Site was developed with the precise purpose of instructing, educating, assisting, supporting and preparing facility management teams of the users in their endeavours to ensure the healthiness of their spaces, offices, buildings and establishments in order to efficiently protect building occupants and visitors in the present and future, providing valuable information to this end, however, You should be aware that the information contained on Our Site may not entirely reflect official positions of the relevant authorities and the provided information does not constitute a valid replacement of expert advice on particular matters including, but not limited to legal compliance, quality control, urban planning, health, safety or risk assessment.

Please note that it is not required to create an account to access the information, products and services on Our Site, and access to the content can be done from any modern browser (Google Chrome, Safari, Firefox, etc.). However, some documents presented on the site, such as the IMMUNE™ Assessment Scoring Index, require a valid email address to access the full document, which will be send by email when requested by You.

---

**Intellectual Property Rights**

All content included in or made available through Our Site, 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 exclusively 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 become an official contributor You agree to work together with Us in good faith, through joint and concerted cooperation in order to implement the **IMMUNE™ Objectives** and in this respect, You agree to exclusively assigned to Us free of charge, for an unlimited period of time and with no territorial limitation all intellectual property created by You in relation to the **IMMUNE Building Standard™** in Your capacity as contributor.

In case You wish to submit Your feedback, suggestions, and ideas by using the Contact Us section on Our Site or in writing at [contact@immune-building.com](mailto:contact@immune-building.com), 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 such feedback provided by You in relation to the **IMMUNE Building Standard™**.

In addition, graphics, logos, icons, product, and service names included in or made available through Our Site 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 among customers, or in any manner that disparages or discredits Our Site, 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 Site, 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, except where You label such information as being strictly confidential.

The content of Our Site 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  
Warranties  
Limitation  
Liability**

**Of And Of** The content of Our Site including but not limited to the **IMMUNE Building Standard™** available on Our Site 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 Site is at Your sole risk.

The **IMMUNE Building Standard™** may not be considered as a legal document engaging in any way whatsoever Our liability. Under no circumstances shall any party involved in the design, elaboration or creation of Our Site 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 Site, 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 Site including but not limited to the **IMMUNE Building Standard™** and **IMMUNE™ Assessment Scoring Index** was 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 Site and the information, products and services available on Our Site.

We do not guarantee by certification the ongoing observance by You or any third parties of the recommended measures, technical solutions and facility management practices contained on Our Site and We do not guarantee the obtaining of any authorizations, approvals, agreements or permits from any regulatory authorities or other third parties.

Observing the information available on Our Site does not guarantee in any form the health or improvement in the health of the individuals in spaces, offices, buildings and establishments or the lack of viruses (including COVID-19), parasites, pathogens, bacteria, allergens or any other hazard causing agents in such spaces, offices, buildings and establishments.

By using the information contained on Our Site, You expressly consent to release, waive, discharge any party involved in the design, elaboration and creation of Our Site 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 Site 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 Site, 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 Site, 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 Site.

**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 Site.

**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 and any Memorandum of Understanding and Cooperation signed between You and Genesis Property contains the entire agreement of the parties and supersedes any agreements or written documents prior to the latest version of the aforementioned documents.

---