

General Conditions — Valeur Real Estate

These general conditions were last updated on 4 December 2024

1. Introduction

These general conditions apply to this website and to transactions related to our products and services. You may be bound by additional contracts in connection with your relationship with us or with any product or service you receive from us. If any provisions of additional contracts conflict with provisions of these general conditions, the provisions of those additional contracts shall prevail.

2. Mandatory

By registering on this site, accessing it or using it in any other way, you hereby agree to be bound by the general conditions set out below. The mere use of this website implies knowledge and acceptance of these general conditions. In certain specific cases, we may also ask you to give your explicit consent.

3. Electronic communication

By using this website or communicating with us by electronic means, you accept and acknowledge that we may communicate with you electronically on our website or by sending you an e-mail, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications be in writing.

4. Intellectual property

We or our licensors own and control all copyright and other intellectual property rights in the website and the data, information and other resources displayed on or accessible through the website.

4.1 All rights reserved

Unless specific content states otherwise, no licence or other right is granted to you under any copyright, trademark, patent or other intellectual property rights. This means that you shall not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetise, sell, merchandise or commercialise any of the resources on this website in any form whatsoever, without our prior written permission, except and only to the extent otherwise stipulated in mandatory law regulations (such as the right to quote).

5. Third-party property

Our website may include hyperlinks or other references to third-party websites. We do not monitor or review the content of third-party websites linked to from this website. Products or services offered by other websites are subject to the applicable general conditions of those third parties. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us.

We are not responsible for the privacy practices or the content of those websites. You assume all risks associated with the use of these websites and any third-party services. We will not accept any liability for any loss or damage, however caused, resulting from the disclosure of your personal information to third parties.

6. Responsible use

By visiting our website, you agree to use it only for its intended purposes and as authorised by these general conditions, by any additional agreement entered into with us, and by applicable laws and regulations, as well as by generally accepted online practices and industry guidelines. You must not use our website or services to use, post or distribute any material that consists of (or is linked to) malicious software; use data collected on our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

It is strictly forbidden to engage in any activity that causes, or could cause, damage to the website or that interferes with the performance, availability or accessibility of the website.

7. Idea submission

Do not submit any idea, invention, work of authorship or other information that could be regarded as your own intellectual property that you would like to present to us, unless we have first signed an agreement concerning intellectual property or a non-disclosure agreement. If you disclose it to us in the absence of such a written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future medium.

8. Termination of use

We may, at our sole discretion, at any time modify or discontinue access, temporarily or permanently, to the website or to any service on it. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuation of your access to or use of the website or of any content you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings and/or any content you contributed to or relied on are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

9. Warranties and liability

Nothing in this section will limit or exclude any implied warranty under law that it would be unlawful to limit or exclude. This website and all of its content are provided "as is" and "as available" and may contain inaccuracies or typographical errors. We expressly disclaim any warranty of any kind, whether express or implied, as to the availability, accuracy or completeness of the content. We do not guarantee the following:

- that this website or our content will meet your requirements;
- that this website will be available uninterrupted, in a timely manner, securely or free of errors.

Nothing on this website constitutes, or is intended to constitute, legal, financial or medical advice of any kind. If you require advice, you should consult an appropriate professional.

The following provisions of this section will apply to the fullest extent permitted by applicable law and will not limit or exclude our liability in respect of any matter for which it would be unlawful or illicit for us to limit or exclude our liability. Under no circumstances will we be liable for any direct or indirect damages (including damages for loss of profits or revenue, loss or corruption of data, software or databases, or loss or damage to property or data) suffered by you or by a third party, arising from your access to or use of our website.

Except to the extent that any additional agreement expressly provides otherwise, our maximum liability towards you for any damage arising from or related to the website or any product and service marketed or sold through the website, regardless of the form of legal action imposing liability (whether contractual, in equity, negligence, wilful conduct, tort or otherwise) shall be limited to the total price you paid to us for the purchase of such products or services or the use of the website. This limit shall apply cumulatively to all your claims, actions and causes of action of any kind and type.

10. Privacy

To access our website and/or our services, you may be asked to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct and up to date.

We have developed a policy to address all your privacy concerns. For more information, please refer to our privacy statement and our cookie policy.

11. Export restrictions / Legal compliance

Access to the website from territories or countries where the content or the purchase of the products or services sold on the website is unlawful is prohibited. You may not use this website in violation of Luxembourg export laws and regulations.

12. Assignment

You may not assign, transfer or subcontract any of your rights and/or obligations under these general conditions, in whole or in part, to a third party without our prior written consent. Any purported assignment in breach of this section shall be null and void.

13. Breach of these general conditions

Without prejudice to our other rights under these general conditions, if you breach these general conditions in any way, we may take such action as we deem appropriate to address the breach, including temporarily or permanently suspending your access to the website, contacting your Internet service provider to request that it block your access to the website, and/or bringing legal proceedings against you.

14. Force majeure

Except for payment obligations under this agreement, no delay, failure or omission by either party to perform or observe any of its obligations hereunder shall be deemed a breach of these general conditions if and for as long as such delay, failure or omission arises from a cause beyond that party's reasonable control.

15. Indemnification

You agree to indemnify, defend and hold us harmless from any claims, liabilities, damages, losses and expenses related to your breach of these general conditions and of applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for damages, losses, costs and expenses related to or arising from such claims.

16. Waiver

The failure to enforce any of the provisions set out in these general conditions and in any agreement, or the failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these general conditions or of any agreement or any part thereof, nor the right thereafter to enforce each and every provision.

17. Language

These general conditions shall be translated exclusively into French and English. All notices and correspondence shall be drafted exclusively in this language.

18. Entire agreement

These general conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and Valeur Real Estate regarding your use of this website.

19. Update of these general conditions

We may from time to time update these general conditions. It is your responsibility to periodically check these general conditions for any changes or updates. The date indicated at the beginning of these general conditions is the date of the most recent revision. Changes to these general conditions shall take effect as soon as they are published on this website. Your continued use of this website after the publication of any changes or updates shall be deemed to constitute notice of your acceptance to comply with and be bound by these general conditions.

20. Governing law and jurisdiction

These general conditions are governed by the laws of Luxembourg. Any dispute relating to these general conditions shall be subject to the jurisdiction of the courts of Luxembourg. If any part or provision of these general conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, that part or provision shall be amended, deleted and/or enforced to the maximum extent possible to give effect to the intent of these general conditions. The remaining provisions shall not be affected.

21. Contact information

This website is owned and operated by Valeur Real Estate.

You may contact us regarding these general conditions through our contact page.

22. Download

You may also download our general conditions in PDF format.