

TERMS OF USE

Last updated: February 2026

These Terms of Use govern your access to and use of <https://bahiapapagayo.com/> or <https://live.bahiapapagayo.com/> and all related digital platforms operated by Desarrollo Bahia Papagayo BP S.A.

By accessing or using this website, you agree to be bound by these Terms of Use. If you do not agree, you must not use this website.

1. Website Operator

This website is operated by:

Desarrollo Bahia Papagayo BP S.A.
11th Avenue, 13th and 15th Street
San José
Costa Rica

Email: sales@bahiapapagayo.com

Desarrollo Bahia Papagayo BP S.A. is the developer and seller of Bahía Papagayo.

Until authorized sales agents are appointed, all enquiries relating to the project are handled exclusively through the email address above.

2. Acceptance of Terms

By using this website, you confirm that you:

- Are at least 18 years of age
- Have the legal capacity to enter into binding agreements
- Have read and understood these Terms of Use
- Agree to comply with all applicable laws and regulations

If you do not agree with these Terms, you must immediately stop using the website.

3. Purpose of the Website

This website is provided for informational and marketing purposes only.

It is intended to present information about a real estate development and associated lifestyle offerings.

Nothing on this website constitutes:

- A legal offer to sell
- A binding reservation
- Financial or investment advice
- Legal or tax advice
- Real estate brokerage services

Any purchase may only be made through a formal purchase agreement and the applicable disclosure documents.

4. Intellectual Property

All content on this website, including text, images, videos, renderings, designs, floor plans, branding, trademarks, logos, graphics, and other materials, is the intellectual property of Desarrollo Bahia Papagayo BP S.A. and is protected by copyright, trademark, and other intellectual property laws.

The materials are provided solely for personal, non-commercial informational use.

You may not:

- Reproduce or distribute content
- Modify or adapt content
- Use content for commercial purposes
- Create derivative works
- Remove copyright or trademark notices

Any unauthorised use is strictly prohibited.

5. User Conduct

You agree not to:

- Use the website for unlawful purposes
- Attempt to gain unauthorised access
- Interfere with website functionality
- Upload malicious code
- Misrepresent your identity
- Use the website to solicit or promote competing developments

We reserve the right to restrict or terminate access at our sole discretion.

6. Accuracy of Information

While reasonable efforts are made to ensure accuracy, all information is subject to change without notice.

Renderings, layouts, pricing, specifications, and availability are illustrative and conceptual.

We make no guarantee that the information is complete, accurate, or current.

7. Third-Party Content and Links

This website may contain links to third-party websites and embedded services, including video platforms and marketing tools.

We do not control these services and are not responsible for their content, policies, or practices.

Use of third-party services is governed by their own terms and privacy policies.

8. Privacy and Cookies

Your use of this website is subject to our:

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Disclaimer and Usage](#)

These documents form part of these Terms of Use.

By using the website, you consent to the processing of your data in accordance with those policies.

9. Marketing and Communications

If you submit an enquiry or subscribe to communications, you consent to receive marketing information.

You may withdraw consent at any time by using the unsubscribe link or contacting us directly.

10. Limitation of Liability

To the fullest extent permitted by law, Desarrollo Bahia Papagayo BP S.A., including their affiliates, agents, and partners, shall not be liable for any damages arising from:

- Use of the website
- Reliance on website content
- Inaccessibility or downtime
- Errors or omissions
- Project changes or delays

All use is at your own risk.

11. Force Majeure

We shall not be liable for any delay or failure caused by events beyond our reasonable control, including natural disasters, pandemics, labour disputes, supply chain disruptions, regulatory changes, or governmental actions.

12. Termination of Access

We reserve the right to suspend or terminate access to the website at any time without notice if these Terms are breached.

13. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of Costa Rica, without prejudice to mandatory consumer protections in your jurisdiction.

14. Dispute Resolution

Any dispute arising from these Terms or your use of the website shall be subject to the exclusive jurisdiction of the courts of Costa Rica, unless otherwise agreed by binding arbitration under a formal purchase agreement.

15. Changes to These Terms

We may update these Terms of Use from time to time.

Any changes will be effective immediately upon publication on this website.

Continued use constitutes acceptance of the revised Terms.

16. Contact

For enquiries relating to these Terms of Use, contact:

Desarrollo Bahia Papagayo BP S.A.
11th Avenue, 13th and 15th Street
San José
Costa Rica

Email: sales@bahiapapagayo.com

Website: <https://bahiapapagayo.com>

17. SMS Communications Program

Bahía Papagayo (the “Program”) may send you SMS (text) messages if you opt in through our website registration forms.

By providing your phone number and selecting the consent checkbox, you agree to receive SMS communications from Bahía Papagayo related to your enquiry, including but not limited to:

- Follow-ups regarding your interest in the project
- Property updates and availability
- Appointment confirmations and reminders
- Customer support and account-related communications

Message frequency varies depending on your interaction with our team.

Message and data rates may apply based on your mobile carrier and plan.

For assistance, you may contact us at:

Email: sales@bahiapapagayo.com

To opt out of SMS communications at any time, reply STOP.

For help, reply HELP.

You may also contact us directly to request removal from our messaging list.

Your information will be handled in accordance with our Privacy Policy, available at:

<https://bahiapapagayo.com>

Carriers are not liable for any delayed or undelivered messages.