TERMS OF USE - CONFIDENTIALITY POLICY

1. PREAMBLE

- 1.1 These constitute the terms and conditions of use of the present website, i.e. www.cepal.gr (hereinafter the "Website"), which is made accessible to any interested party (hereinafter the "Users") by the company under the corporate name "Cepal Hellas Financial Services Single Member Société Anonyme Servicing of Receivables from Loans and Credits (hereinafter "the Company").
- 1.2 The access to the Website and its use are governed by the present terms of use (hereinafter the "Terms of Use"). The sole access and use of the present Website entails the full and unconditional acceptance of the Terms of Use. It is presumed that the User has reviewed carefully, understood and accepted the Terms of Use and the compliance with the current Greek and European legislative framework.
- 1.3. The Users are fully liable for all their actions, while using the Website. The Company is not liable for the occurrence of any damage due to the User's failure to comply with these Terms of Use. Nevertheless, the Users shall be liable for the Company's or any third party's damage due to their fault.

2. WEBSITE ACCESS

- 2.1 Website access is permitted 24 hours a day, 7 days a week, except for the period during which the access to the present Website has been suspended due to the Website's maintenance, upgrade or interruption of electronic communication or other relevant cause. The Company shall not be liable in case the Website is not accessible at any point in time for any cause.
- 2.2. The Company shall strive to ensure that the Website remains up-to-date and is entitled to alter its content anytime. If deemed necessary, the Company may suspend or interrupt the access to the Website for an indefinite period of time. The Company shall not be responsible in case the Website's content has not been updated.
- 2.3. The Users shall be responsible for all necessary arrangements for their access to the present Website. More specifically, the Users shall bear any internet connection equipment, maintenance and operational cost and shall be fully responsible for the equipment's safety and effectiveness. The Users shall ensure that all persons having access to the Website through their Internet connection are aware of and fully comply with the present Terms of Use.

3. WEBSITE CONTENT – INTELLECTUAL PROPERTY RIGHTS – RIGHTS RELATED TO PERSONALITY

3.1. The Website and its content, including but not limited to trademarks, distinctive features of the Company's services, distinctive title, domain name, source code, software, services, names, pictures, graphics, sound and image files, data of audiovisual works, database (hereinafter the «Content») constitutes the intellectual and industrial property of the Company or third parties engaging with the Company, which is protected, according to the provisions of the Greek and European Union Law and International Treaties related to the protection of Intellectual and Industrial Property. The Content may be temporarily copied in a personal computer memory only for reading purposes. The transfer, sale, assignment, grant of use (with or without consideration), trade, copying, alteration, reproduction,

retransmission, transmission, distribution, download of the whole or part of the Content by any means is not allowed by the Users or any third party. The aforementioned actions are indicative.

- 3.2. The storage of a part of the Website's content in a personal computer for strictly private, non-public (with or without consideration) and non- commercial use without deletion or alteration of its origin and without breaching any intellectual property rights of the Company or third parties is allowed.
- 3.3 The right of access and use of the Website's software (hereinafter the "Software") does not create a User's property right on the Software. The Users are obliged to refrain from any act of reproduction, alteration, translation or violation of the Software and its Content by any means.
- 3.4. By virtue of the present Terms of Use, the Company grants to the Users a non- exclusive, personal, non-assignable, freely revocable and royalty free Software license for as long as it is necessary for the purposes of the present Website's use, according to the Terms of Use.
- 3.5. The Users shall be liable for any direct or consequential loss of the Company due to the breach of the Company's or third parties' rights or for the unlawful use of the Website.
- 3.6. For the avoidance of any doubt, it is clarified that the Company declares that any ideas, or opinions that are expressed in any way at the Website are ideas and opinions expressed by the Users, who are fully liable against the Company and any third party.

4. USERS OBLIGATIONS

- 4.1 The Users explicitly accept and agree that their use of the Website a) does not violate third parties' personality by any means (indicatively through the delivery of offensive or racist content) and does not constitute a direct or indirect threat for any other User or third party, b) does not breach the law, the customs and the business usage, c) does not violate the Users' or third parties' privacy, personal data, private or social rights and d) does not mislead or damage in any way the Company or any third party, User or not, by promoting false, misleading or fake information or otherwise. In case of occurrence of any of the aforementioned events, the Company is entitled to interrupt the User's access to the Website, without prejudice to any of its rights.
- 4.2. In any case, the Company, without prejudice to any other right it may have, is entitled to not allow, reject or delete any Content, which, at its discretion, breaches the Terms of Use, is offensive, unlawful or violates the rights of any third party or legal entity. It is clarified that, the respective User is the sole responsible against any third party for the material or Content it submits or uploads to the Website or for any information, data and material it transmits to other Users or third parties.
- 4.3. In particular, the Users, who will be requested to provide personal data, according to any provisions hereof, declare that the data they provide are valid, true and accurate.
- 4.4. The Users are not allowed to install or promote, by any means, any kind of unsolicited advertisement, chain mail, pyramid schemes or any form of spam without the Company's prior written consent.

4.5 The Users are not allowed to install, promote or distribute content that includes digital viruses or any kind of digital code, files or programs designed to interfere, destroy, restrict or in any way affect the operation of any software or any other service of the Website or to prevent other Users from using the Website and any other service linked to it.

5. LINKS/RELATIONS WITH THIRD PARTIES

- 5.1. The Website may include links to other websites, for the operation of which, third parties (natural or legal persons) are responsible. The Company does not control the accessibility, content, data protection policy, quality and the completeness of third parties' websites, services or/ and branches to which it may refer. Therefore, the Users acknowledge that, in case they face any difficulty by visiting or using third parties' websites or services, they have to refer directly to the relevant websites, the providers of such services or/and branches, that they are sole responsible for the provision of such services.
- 5.2. In any case, it shall not be deemed that the Company accepts the content or the services of the websites or/and the branches or/and the services to which it may refer or/and it is linked to all the above by any means, including but not limited, through a contract or a mandate.

6. DATA PROCESSING AND PROTECTION

- 6.1. The processing and protection of the User's personal data are governed by the present Terms of Use, the Data Protection Policy as well as the applicable national and European Union legislative framework for the protection of personal data, as in force.
- 6.2. The Company ensures the lawful personal data collection and processing through its Website. The personal data, such as the name, the email or the address, is information used for the direct or indirect identification of the Subject. The Company retains records and processes personal data provided by the Subjects through its Website. Such personal data are processed upon the Subjects' consent and only to the necessary extent. The Company collects the personal data that is necessary for the implementation of any action or service requested by the Subject. Subject to the provisions of the legislative framework in relation to the data protection, the Users' personal data will be recorded and processed for the period required for the fulfillment of the scope they have been collected and will be destroyed directly upon the fulfillment of the aforesaid purpose.
- 6.3. The Company is entitled to collect non personal data for the User's identification and it may follow IP Addresses using cookies. Cookies are text files with small pieces of data that are saved in the User's hard disk without enabling the access to documents or files from the User's personal computer. They are used for statistical reasons. For more information about the use of Cookies, please review the <u>Company's Cookies Policy</u>.
- 6.4. The data that is collected by the Users will remain and be stored in a safe server within the E.U. and the Company takes all necessary measures for their protection. Nevertheless, the online transmission of such data is not completely safe or accurate and the stored data may be exposed to malicious third-party actions. Thus, the Company can neither ensure the

security of the Website, the databases or services, nor that the information transmitted online to the Website will not be stolen. The User shall be responsible for each transmission. Once the data is collected, the Company will use technical and organizational security measures in order to prevent the non – authorized access to such data.

6.5. For more information in relation to the protection of personal data by the Company, the Users may review the <u>Data Protection Policy</u> adopted by the Company.

7. DECLARATIONS & DISCLAIMERS

- 7.1. The Users agree that they are fully responsible for the use of the Website. Unless otherwise agreed in writing between the Company and the Users and according to the applicable law, the Company provides the Website's services and its Content, as "it is", for personal use and does not proceed to any direct, explicit or implicit, declaration or representation about the Website or its use. Indicatively, the Company does not proceed to any declaration or representation in relation to the non-violation or absence of any deficiencies as well as regarding the accuracy or absence of any mistakes acknowledged or not.
- 7.2. The Company shall not be liable for: a) any mistakes and inconsistencies, b) the occurrence of any damage due to the Website's use, c) any kind of interruption, poor quality of Website's services, d) viruses, trojan horses that may be transmitted through the Website or any third party that uses the Website or for any damage due to the use of the Website's Content.

8. LIMITATION OF LIABILITY

8.1. Unless otherwise provided by the applicable law, the Company shall in no case be liable against the Users for any damages due to the Website's use even if the Company has been informed about the possibility of occurrence of such damages. The Users accept that the Company shall not be liable for the Content or any illegal or offensive action of any User or third party and fully accept the risk of any kind of damage due to the aforesaid cause.

9. APPLICABLE LAW

- 9.1. The Terms of Use and any amendment hereof are governed by the Greek law, the European Union law as well as the applicable International Treaties. In case any provision of the above Terms of Use breaches the law, such provision ceases to be valid, without affecting the validity of the remaining terms.
- 9.2. Any dispute arising out of these Terms of Use and in general the Website's use, unless amicably settled, shall be subject to the jurisdiction of the Courts of Athens.

10. OTHER TERMS

- 10.1. The present Terms of Use and any rights hereof contain the entire agreement between the Company and the Website's Users and binds only them.
- 10.2. The present Terms of Use and any rights hereof, shall not be transferred or assigned by the Users without the Company's prior written consent, unless explicitly provided for. However, the Company is entitled to transfer and assign its rights.

- 10.3. The Company is entitled to amend or/and interrupt temporarily or/and permanently the provision of the whole or part of its Website's services with or without notice to the Users.
- 10.4. The Company is entitled to amend anytime unilaterally and without relevant notice the present Terms of Use, being however responsible for any amendment or addition hereof. Nevertheless, the constant use of the Website following the aforesaid amendments entails the unconditional acceptance of such Terms of Use. Consequently, the Terms of Use shall be regularly reviewed.
- 10.5. The invalidity of a specific term of the present Terms of Use does not affect the validity of the others and it shall automatically cease to be in force.
- 10.6. If a User does not agree with the present Terms of Use, then the User must not use the Website's services.

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