

Website Terms and Conditions of Use

Introduction

Welcome to the "<https://www.alkimathens.com>" Website. These general terms and conditions of use of the website "<https://www.alkimathens.com>" (hereinafter the "Website"), which is owned by the company under the name "**MARGARITA KONTZIA MONOPROSOPI IDIOTIKI KEFALAIOUCHIKI ETAIREIA**" based in Athens, 10 Tombazi Street, with Tax Identification Number 801194883 and with GEMI number 151486701000, as legally represented [hereinafter "**the Company**" or "**we**"].

These general terms and conditions of use of the Website (hereinafter referred to as "**Terms of Use**"), as amended and applicable from time to time, constitute the terms and conditions under which the Website is made available to you, the user, the Website, effective immediately from your first visit to the Website and govern the navigation and use of our Website.

The Terms of Use apply to all services provided through the Website to you, the user, as well as to any services that may be added in the future and provided through the Website, regardless of the possible supplementary application of more specific terms (such as the **Transaction/Booking Terms and Conditions** of the Website). Before continuing to navigate the Website, we recommend that you carefully read the Terms of Use, which constitute a legally binding agreement (contract) between the Company and you.

By accessing the Website, the content and services it provides, you, the user of the Website, unreservedly acknowledge and agree that you agree with and understand the content of the Terms of Use. In the event that you do not agree with part and/or all of the Terms of Use, you must stop browsing the Website and do not use the services provided through it.

The Company reserves the right to prohibit the use of the Website and its services in case the user fails to comply with the Terms of Use and applicable law.

If you have any questions regarding the content or services of the Website or the Terms of Use, you may contact us through the contact details provided on the Website.

1. USE OF THE WEBSITE

Users are prohibited from using the Website and its services in a manner that harms third parties or their rights, including, but not limited to, intellectual property rights and personal data rights. Users are prohibited from destroying, deactivating, overloading, or otherwise damaging the Website, using unauthorized means to modify the content of the Website, or interfering with its operation in any way.

Specifically, users are prohibited from: publishing, sending, or transmitting any content that is illegal, harmful, threatening, offensive, harassing, defamatory, obscene, libelous, violates the privacy of others, demonstrates bias, expresses racial, national, or other discrimination or hate speech, may harm minors, violates confidentiality obligations, infringes intellectual property rights

of the Company or third parties (e.g., patents, trademarks, trade secrets, copyrights), contains malware, software viruses or any other code, files, or programs designed to interrupt or damage the Website, its availability, or functionality.

In case that the user is provided with access to third-party websites through the Website, the user acknowledges and agrees that that the Company bears no responsibility for the content or anything related to those websites.

In any case, the user acknowledges and accepts full responsibility for any damage suffered by the Website or third parties, directly or indirectly, resulting from the violation of any term of these Terms of Use.

Use of the Website and its services requires that you, the user, are at least 18 years old, have full legal capacity, and are the actual user or are duly authorized to use the services on behalf of third parties.

2. INTELLECTUAL PROPERTY RIGHTS

The Website and its content (functions, booking platform, services, products, etc.), including intellectual property rights (industrial and copyright), intangible goods, registered or unregistered, images, graphics, photographs, designs, texts, domain names, logos, trademarks, structure, database, and the “look & feel” of the Website, constitute intellectual property of the Company and/or its partners and are protected by Greek law, EU law, and international conventions. Therefore, none of them may be sold - in whole or in part - copied, modified, reproduced, republished or "uploaded", transmitted or distributed and presented to the public in any way, unless you have the prior written consent of the Company or the third party, beneficiary or licensee of the rights.

You understand and accept that you are prohibited and are not granted any right to modify, alter, reproduce, copy, sell, resell and/or commercially exploit in any way and for any reason all or part of the content contained on the Website, without prejudice to any legal right of the Company to exercise the relevant claims (e.g. compensatory, cessation and omission of infringement) against the user who violates this term in any way. Any copying, transfer or creation of derivative work based on the content of the Website or misleading the public about the actual provider of the online store and Website is prohibited. It is also prohibited in any way to reproduce and export content, material, texts and data of the Website for text and data mining purposes (e.g. through any technology, automated means of extracting text and data), regardless of whether this Website prevents it by technical means.

None of the information mentioned or implied on the Website (e.g. appearance of the products/services) provides you with any kind of license to use the trademarks and in general rights to intangible goods and/or products/services protected by the applicable legislation.

3. DISCLAIMER

The Terms of Use set out the full content of the Company's obligations and responsibility in relation to the services it provides through the Website, unless otherwise agreed in any more

specific terms, such as the **Transaction/Booking Terms and Conditions**. The content of the Website is provided "exactly as is", without any warranty expressed or implied by the Company in any way.

Without prejudice to all lawful rights of the Company and to the maximum extent permitted by the applicable legislation, the Company does not guarantee, does not assume any obligation and does not bear any liability other than those expressly defined in the Terms of Use and for any damage caused to the user by the use of the Website.

Under no circumstances, including negligence to the maximum extent permitted by law, shall the Company be liable for any form of damage suffered by the user of the Website or any third party (pecuniary or non-pecuniary, incidental or consequential, direct or indirect or any other form and cause):

(a) from the use/provision of the services and contents of the Website (e.g. comments and content published on the Website by third party users, inaccurate information on the availability of products), which use it makes on its own initiative and with knowledge of the Terms of Use, and/or

(b) as a result of the actions of any user of the Website in violation of the Terms of Use, any more specific terms agreed between the Company and the user and the applicable legislation;

(c) due to force majeure and events beyond the Company's control, such as any unavailability or errors of the Website and its contents and services (but not limited to: unavailability of the internet, interruption of power supply, failure of technological equipment, failure of telecommunications) or other technical reasons or in reasons related to the technical maintenance of the Website;

(d) due to illegal acts or omissions of providers or third parties, (e.g. illegal interference and modification of the Website without the Company's consent),

(e) due to information and material available on the Website and provided by third parties, over which the Company has no control;

(f) due to comments and/or other content posted by any third party or user on the Website.

Users are solely responsible for all transactions they carry out through or as a result of the use of the Website, as well as for their compliance with the specific terms and conditions of such transactions (see Booking Conditions).

Without prejudice to any mandatory law rules of the applicable legislation, the Company's liability to indemnify the user or a third party for any claim (including tort) due to the inability to support and operate the Website is excluded.

You agree to indemnify and hold harmless the Company from any liability, claim, damage and expense in the event of a breach by you of the Terms of Use and due to such breach the aforementioned was caused to the Company.

4. HYPERLINKS – EXTERNAL CONTENT

The Website may contain references through links, hyperlinks or advertising banners or otherwise to the websites of third-party service providers, whose availability, content, personal data protection policy, quality and completeness of services are not controlled by the Company. The Company in no way bears any responsibility for the availability, content, personal data protection policy, quality or correctness of the pages and functions of the website of any third party, which are available to the visitor/user through links, links or banners. Therefore, in case of any problem that arises during a visit or use of such pages/functions, the visitor/user should immediately contact the managers of the specific websites who will be responsible for these functions.

Under no circumstances can the Company be considered to endorse or approve the content or functions of the websites and websites to which visitors/users refer or to which this Website is linked in any way.

The user expressly and unreservedly accepts that the Company is not responsible for any loss or damage, regardless of the specific cause, name and form thereof, which you may have suffered as a result of the availability of the above external websites or sources, or as a result of any confidence shown in the completeness, accuracy or existence of any advertisement, of any product or other material contained or available on the above websites or resources. You are advised to carefully read the terms of use and privacy and cookie policy of these websites and keep a copy of them.

5. FEEDBACK FROM USERS

The content of comments posted by you on the Website must be accurate, true and legal and in accordance with applicable law, and must not violate the rights of the Company or third parties. Our Company reserves the right to remove comments from its Website at any time that are contrary to the Terms of Use of the Website and the applicable legislation.

The Company does not assume any responsibility for any comment posted by any user, while it reserves the right to remove any comment it deems to violate the applicable legislation.

6. APPLICABLE LAW, JURISDICTION & OTHER TERMS

The Terms of Use, any modification thereof, as well as all matters relating to the Website and the services provided by the Company (and through this Website) are governed and regulated by Greek Law.

In the event that any dispute arises between you and the Company from your use of the Website, the courts of Athens are exclusively competent to resolve any dispute related to the Terms of Use and the Website. The exclusive jurisdiction of the courts of Athens also includes interim measures, interim orders and disputes arising from tort.

Any provision of the above terms that is found to be contrary to the above legal framework or becomes invalid, automatically ceases to be valid and is removed from the present, without in any way affecting the validity of the other terms.

Any delay or omission in exercising any of the Company's rights will in no way entail or be construed as a waiver of such right.