

WEBSITE TERMS OF USE

ACCEPTANCE OF THE TERMS OF USE

The Corporation under the name «HELLAS SAT SATELLITE SYSTEMS AND COMMUNICATIONS SERVICES SOCIETE ANONYME» and trading name «HELLAS SAT», hereinafter referred to as «HELLAS SAT», operates the website www.hellas-sat.net, hereinafter referred to as the «Website», and any information or feature (e.g. photographs, texts, graphs) included therein, hereinafter referred to as the «Material», for the purpose of presenting to the public information concerning its business activity.

The use of the Website and the Material is subject to the present Terms of Use, hereinafter referred to as the «Terms of Use», as applicable from time to time, constituting also the agreement between HELLAS SAT and each person visiting the Website with regard to the use thereof, hereinafter referred to as the «User» or the «Users».

Any access to the Website, howsoever occurring, and use thereof (including just browsing around the website), implies the User's unconditional acceptance of the Terms of Use, as applicable from time to time.

AMENDMENT OF THE TERMS OF USE

HELLAS SAT reserves the right to amend the Terms of Use and any other rule governing the use of the Website in its sole discretion, informing each time about any amendment by posting a notice to this effect on the Website homepage. The Terms of Use shall indicate the date of their latest update.

Any continuation of the use of the Website by the User after such a notice constitutes an acceptance of such changes.

The use of the Website is subject to the Terms of Use as applicable at the time such use is being made. The User is required to periodically check the Terms of Use in order to be aware of the content thereof and is solely responsible for being so aware.

SPECIFIC TERMS

In case the use of any service available in the Website is regulated by specific terms of use, such latter terms are considered to be incorporated in the present Terms of Use; however, in case of any discrepancy between the two sets of terms, the specific terms of use of each individual service shall prevail.

WEBSITE USE BY MINORS

By accepting the Terms of Use, the User represents that he/she is an adult over 18 years of age or, if under 18 years, that he/she has obtained the necessary consent of the person(s) exercising parental responsibility over him/her and that he/she will provide their details upon request. Persons exercising parental responsibility over minors are required to protect such minors from access to content addressed to adults and are solely responsible if they fail to do so.

It is the policy of HELLAS SAT to not engage in any prior control of the material or information provided by each user. HELLAS SAT has no responsibility whatsoever for any access, through the internet, to information, goods and services contravening the law or morals or being unsuitable or inappropriate for certain categories of persons and minors in particular.

In case the User considers that the Material or part thereof howsoever infringes upon his/her rights or on the rights of third parties, he/she may send an e-mail message at the e-mail address sales@hellas-sat.net providing a precise description of the Material or part thereof that he/she considers to be injurious and the reasons that substantiate such claim.

HELLAS SAT LIABILITY WITH REGARD TO CONTENT

The Website is used «as is», subject to modifications on the part of HELLAS SAT, without the User being able to make modifications or other interventions thereto.

HELLAS SAT endeavors to make the use of the Website safe and to provide, through the Website, information that is accurate, complete, valid, reliable and up-to-date. In all cases, however, the Users acknowledge and accept that, given the nature and the development of HELLAS SAT products and services as well as the nature and the technical requirements inherent to the Internet, HELLAS SAT may not be able at all times to exercise full control over the entire content and security of its Website and services.

HELLAS SAT does not commit itself, nor does it guarantee or assume liability of any type that the use of the Website by Users is lawful or otherwise and that the Website content is accurate, complete and up-to-date or secure. Therefore, Users agree that they must evaluate the content themselves and that they are solely responsible for their own actions that are based on the use of the Website, including any decision of theirs to rely on the accuracy, completeness and/or validity of the Website content.

THE USE OF THE SITE IS ON THE USER'S RESPONSIBILITY. HELLAS SAT, ITS EMPLOYEES AND EXECUTIVES, ITS AGENTS OR ANY THIRD PARTY INVOLVED IN THE CREATION, PRODUCTION OR PUBLICATION OF THE WEBSITE HAVE NO LIABILITY, TO THE EXTENT THAT EXCLUSION OF LIABILITY IS ALLOWED UNDER THE LAW, FOR ANY DIRECT, INDIRECT, MORAL, ACTUAL OR OTHER TYPE OF DAMAGE ARISING UNDER OR ASSOCIATED WITH THE USE OF THE WEBSITE OR THE MATERIAL, INCLUDING AS AN INDICATION THE INVOLUNTARY ACQUISITION OF COMPUTER VIRUSES FROM THE WEBSITE OR FROM E-MAIL MESSAGES SENT FROM/TO IT.

LINKS TO OTHER SITES

The Website may contain links to other websites owned or operated under the supervision of third parties other than HELLAS SAT. Such links are provided solely for the User's convenience. HELLAS SAT does not control and is not responsible for the operation, content, confidentiality policies followed or the security of such websites; as an indication, HELLAS SAT shall be not held liable in case such third party websites:

- infringe on third party rights;
- are not safe or are inaccurate, incomplete or misleading;
- contain viruses or other programs of a destructive nature.

HELLAS SAT does not endorse the content or the products or services offered by such sites and is not associated with the operators of such sites. When the Website makes reference, via links or hyperlinks, to other websites, the owners and/or operators of the said sites incur full (civil and criminal) liability for the security, lawfulness and validity of the content of their websites, to the exclusion of any HELLAS SAT liability such as, as an indication, liability for infringement on intellectual and industrial property rights. When the User connects to such sites, the User bears the full risk for such connection and access, without any involvement on the part of HELLAS SAT.

WORLDWIDE ACCESS

The Website may be accessed from all over the world. The Website may make reference to products or services that are not available in the country of each individual User. Such references do not imply that HELLAS SAT intends to make available such products in the said countries.

HELLAS SAT, a Greek company subject to Greek Law, controls, operates and is responsible for the operation of the Website. Without prejudice to the provisions hereof in connection with HELLAS SAT liability with respect to content, HELLAS SAT does not guarantee and accepts no liability as to the lawfulness of the Website, the Material, the products and/or services referred to therein in countries other than Greece. When a User accesses the Website from a location outside Greece, the User is solely responsible for his/her compliance with local legislation.

INTELLECTUAL AND INDUSTRIAL PROPERTY – LICENSE TO USE

Property Rights

The Website, including the software thereof, as well as the Material contained therein from time to time, is the intellectual and/or industrial property of HELLAS SAT, protected by the relevant provisions of Greek, EU and International Law on the protection of intellectual and industrial property. Further, the composition of the content and the layout of its features as contained in the Website from time to time are exclusively owned by HELLAS SAT and protected under the relevant provisions of Greek, EU and

International Law. The User does not hereby acquire any property right in the Website and the Material, other than the permissions to use as explicitly provided for in the present Terms of Use.

HELLAS SAT hereby explicitly reserves all copyrights in each and every Website element/feature, as well as in the Material, such as –as an indication– intellectual property rights, industrial property rights in trademarks, products or services, trade names, distinctive features, etc.

Permission to use – Limitations of use

Subject to the User complying with the Terms of Use and the Confidentiality & Data Protection Policy, HELLAS SAT grants free of charge to the User a limited, non exclusive, non transferable and non assignable license to access, download, view on the screen of his/her device the Website and the Material and in general to use same for the purpose provided for in the present Terms of Use. Accordingly, each User acknowledges and accepts that the Website and its Material are intended solely for personal and not for commercial use. Every User is entitled to download and/or copy and/or store individual parts of the Material in the Website strictly for his/her own personal use and not for commercial purposes, without erasing the identifiers of its origin and on the condition that he/she will protect any and all proprietary rights of HELLAS SAT against any infringement. For any other purpose, the above actions are permissible only when done upon the written consent of HELLAS SAT. Access to the Website or any other of the above indicated actions shall under no circumstance result in the creation of a right, title or legitimate right in any part or the whole of the Website downloaded and/or copied and/or stored.

Other than the above explicitly stated permissible uses, the Website and its Material cannot be reproduced, copied, leased, sold, sublicensed, assigned, transferred, extracted, transmitted, broadcasted or distributed in whole or in part in any manner whatsoever by any User, nor can it be lent or its use conceded. Under no circumstance can the Website be used for commercial purposes. The modification, rearrangement, adaptation, translation or any other change to the Website and the Material, as well as the creation of derivative works or improvements, is expressly prohibited. Equally prohibited is the disassembly, re-engineering or other attempt to obtain the source code of the Website, and decompilation (other than to the extent permitted by law). Further, the creation and/or posting of a database containing substantial parts of the Website is not permitted, unless upon the prior express consent by HELLAS SAT.

On the basis of the above, the User undertakes not to create any work which is derivative of and based on the Website content, or copy, reproduce, republish, upload, modify, transmit, sell or exploit in any manner in whole or in part the Website, its associated software or its Material. Further, the User undertakes not to include the Website in an index, or frame it with another website, or introduce it as a link for direct access to its internal information from another website, or copy its location in another server by mirroring or promise a right in the Website to a third party, without the express prior written consent of HELLAS SAT.

Furthermore actions for circumventing or violating security rules or rules governing the use of content which are prescribed, applicable or imposed by any functionality (including, among others, the digital

rights management functionality) contained in the Website are prohibited. The use of the Website to access, copy, transfer, encode or transmit content in violation of any law or HELLAS SAT or third party rights, as well as the removal, concealment or alteration of intellectual property notices, trademarks or notices of other proprietary rights owned by HELLAS SAT or third parties which (notices) are affixed or contained or accessed in conjunction with or through the Website, are prohibited.

The use of the Website in any unlawful manner, for any illegal purpose or in violation of the applicable legislation or regulations prescribed in Greek Law on intellectual property and relevant provisions of the European and International Law is prohibited.

By their use of the Website, Users unconditionally accept, agree and undertake to make lawful and due use thereof, and particularly in conformance with the terms and conditions set out in the present Terms of Use.

Any use of the Website which constitutes a violation of the Terms of Use is strictly prohibited and shall automatically result in the termination of the above license. The license granted to the User may be freely revoked by HELLAS SAT, without any prior notice in this respect being required.

A main principle underpinning HELLAS SAT policy is the respect and protection of third party intellectual property rights. Should, however, the User consider that his/her intellectual property rights are infringed upon through the Website, the User may inform HELLAS SAT accordingly, by sending an e-mail message to the e-mail address sales@hellas-sat.net identifying the Website part he/she considers as infringing on his/her rights and providing the reasons considered to document such infringement.

PERSONAL DATA AND CONFIDENTIALITY PROTECTION

Concerning the confidentiality protection and personal data management, please read the [CONFIDENTIALITY & DATA PROTECTION POLICY](#), which is an integral part of the present Terms of Use.

OFFICIAL SERVICE

The User agrees to not establish or provide ways through which participation in the Website can be achieved via other websites or in a manner not approved by HELLAS SAT.

The User undertakes and agrees not to use computer hardware or software or any other method not approved by HELLAS SAT, which would affect the Website.

AVAILABILITY AND SECURITY

Availability and Good Functioning

HELLAS SAT makes reasonable efforts towards ensuring Website maintenance and availability. However, the Users acknowledge that the Internet is an unsafe medium and that website availability can be affected by user equipment, by other communications networks, by Internet connection service providers, the large number of persons trying to use the Website at the same time or by other causes. For these reasons, Users agree that HELLAS SAT shall have no liability for the interruption of Website operation or for the Website's failure to function in a smooth manner.

The Website and HELLAS SAT are not related in any manner to the Internet connection service providers and sole the User is responsible for paying all amounts due to the respective providers of the relevant services and for ensuring his/her access to the Website.

Users agree and accept that HELLAS SAT may modify and/or discontinue on a temporary or permanent basis the operation of the whole or any portion of the Website with and/or without prior notice to the Users. Consequently, HELLAS SAT has no liability for damage of any type caused by the interruption of operation or the irregular operation of the Website or the inability of Users to access the Website, the termination of all or parts of the Website, the delay, non delivery, interruption or poor quality in the reception of its services or loss of its content or the existence of errors of any type. HELLAS SAT does not guarantee that its Website shall be compatible with the computer, hardware and software of each individual User.

SOFTWARE AVAILABLE AT THIS SITE

The intellectual property rights or other rights in the software available for visiting the Website are owned by HELLAS SAT or its assignors/licensors. To access information on the Website the User may be required to sign a license with third party software providers. The User's ability to access such information may be conditional upon the User signing such licenses. The use of such software packages is governed by the terms of the license agreement contained in the software. HELLAS SAT does not assume any liability for the arrangement of such licenses. It is recommended to abstain from any software installation or use unless the User has obtained the relevant license to use; should the User, however, proceed with such actions even though no such license has been signed, the User shall bear the relevant risk.

MAINTENANCE

In all cases HELLAS SAT reserves the right at any time to discontinue, on a temporary or permanent basis, the operation of the whole or any portion of the Website for maintenance or upgrading purposes or for any other reason, without incurring any further liability.

SECURITY

Even though HELLAS SAT endeavors to ensure the protection of the Website against digital viruses and/or any other type of harmful or destructive files (or programs) designed to interfere with, destroy or limit the functioning of any software or telecom equipment, it nevertheless cannot guarantee that the Website shall never be infected by such features. Therefore, each individual User is responsible for

seeing to the integrity and protection of his/her own software systems and equipment and HELLAS SAT has no liability in case Users' software and hardware is infected by viruses and other harmful features as referred to above.

USER OBLIGATIONS

Users accept and agree that they will make legitimate use of the Website. As an indication, and not by way of limitation, Users undertake that by their use of the Website:

- they shall not act in a manner obstructing and/or preventing the smooth and/or compliant use of the Website and its other connected websites for other users;
- they shall not act in a manner infringing upon the intellectual or industrial property rights held by HELLAS SAT or third parties (please read the «Protection of Intellectual Property» section for details on the protection of intellectual property);
- they shall not act so as to mislead a third party with respect to the origin of the Website content and/or to cause damage to the reputation of HELLAS SAT;
- they shall not install, transmit and/or spread in any manner whatsoever via the Website digital viruses and/or any other type of harmful or destructive files and/or programs designed to destroy or limit the functionality of any software or telecom equipment or prevent other users from using the Website;
- they shall not install or transmit in any manner unsolicited advertising messages or advertising messages in any form not expressly authorized by HELLAS SAT, undesired e-mail messages (spam) and in general they shall not forward undesired information in any manner whatsoever;
- they shall not upload or in any manner transmit material and information that they are not entitled to disclose by virtue of the law or private agreements (e.g. confidential information);
- they shall not act so as to infringe upon the rights or the personality of third parties and in particular in a manner causing injury to a minor;
- they shall not interfere with or jeopardise the security of, or cause in any other manner a failure to the Website, the Material hosted thereat, the source codes of the software therein, the server hosting the Website and/or networks connected to or accessible via the Website or other websites connected to it;
- they shall not pursue a purpose which is prohibited by the present Terms of Use;
- they shall not proceed with action that could constitute or could encourage a conduct that could be considered to be a criminal offence, that could initiate a civil action or otherwise violate any law;
- they shall not post or transmit any material that has a threatening, untrue, misleading, defamatory, injurious, harassing, libelous, obscene, immoral, scandalous, pornographic or blasphemous content. HELLAS SAT shall fully cooperate with all law enforcement authorities and shall fully comply with any court judgment requiring or ordering the disclosure of the identity of any person who posts or transmits such information and material;

- they shall not compile e-mail addresses or other details of users from the Website by means of electronic or other means for the purpose of generating undesired commercial or other communication with such users;
- they shall not upload, transmit, store or make available to the public in any manner whatsoever photographs of third parties without obtaining such parties' consent;
- they shall notify HELLAS SAT immediately upon becoming aware of any unlawful or prohibited use of the Website by third parties.

It is explicitly clarified that the use of the Website for advertising purposes or for offers by the User is prohibited, unless there is an express agreement to the contrary entered into with HELLAS SAT.

It is strictly prohibited to use any feature of the Material, other than as provided for in the present terms of use, without the written permission of HELLAS SAT. In case of violation of the terms of use, HELLAS SAT shall fully avail itself of the legal remedies available to it under the law, including criminal prosecution.

VIOLATION OF THE TERMS OF USE

In all cases of violation of the present Terms of Use, Users shall be required to indemnify HELLAS SAT for every direct and/or indirect damage sustained by it. Failure by HELLAS SAT to exercise its rights under the present Terms of Use shall not be construed as a waiver of its said rights by HELLAS SAT.

HELLAS SAT expressly reserves its right to monitor the implementation of the present rules in its sole discretion.

INDEMNITY

The User agrees to protect, defend and indemnify HELLAS SAT, its associates, employees and in general the personnel of HELLAS SAT against any damage and expense, without limitation, that they may suffer and which directly or indirectly arises from or is attributed to the User's misuse of the Website or violation of the Terms of Use.

TERMINATION

HELLAS SAT reserves its right to terminate, without prejudice and without incurring any further liability, the agreement hereby entered into with each User, immediately and without notice, if the User violates the Terms of Use or part thereof or if HELLAS SAT is unable to verify information provided by the User in the context of use of the Website.

ENTIRE AGREEMENT - SEVERABILITY

The present Terms of Use together with any other rules to which the present makes reference or which have been included in the Website constitute the entire agreement between HELLAS SAT and each User in connection with the use of the Website. If for any reason it is held by a court of competent jurisdiction that any of the present Terms of Use is invalid and unenforceable, the validity and effect of the remaining terms shall not be affected or impaired thereby.

RELATIONSHIP BETWEEN THE USER AND HELLAS SAT

The User agrees that no relationship of principal-agent, master-servant, no partnership or association of any type and no employment relationship is created between the User and HELLAS SAT as a result of the use of the Website by the User.

MEANS OF EVIDENCE

The printed version of the Website and of the Terms of Use and of any electronic correspondence shall be admissible as evidence before judicial or administrative authorities.

APPLICABLE LAW - JURISDICTION

The present Terms of Use and any amendment hereto shall be governed by Greek Law. The competent courts of Athens shall have jurisdiction for the settlement of any dispute that might arise under the present agreement and cannot be resolved in an out-of-court procedure.

All rights and legal remedies under the present Terms of Use are in addition to and not precluding other rights and legal remedies available under the law or under another agreement.

COMMUNICATION

For any question or clarification relating to the Website, Users may contact the e-mail address sales@hellas-sat.net