

Terms of Use

HELLENIC TRAIN S.A. (hereby the “Company”) has created the website www.hellenictrain.gr (hereby “the website”) and wishes to provide its services in accordance with the following Terms of Use. The visitor/user of the pages of the website shall read carefully the following terms and proceed to the visit/use of the pages/services of the website only if he/she accepts them as a whole.

All services already provided, as well as any further services that may be added in the website from time to time are subject to the present Terms of Use, unless provided otherwise in writing.

- 1. LIABILITY LIMITATION.** The Company endeavors to ensure that all information and content of the website are correct and complete. However, taking into account the nature and the volume of information on the internet, the Company shall not be liable under any circumstances, including negligence, for any kind of damages incurred on the visitor/user of the webpages, services, choices and information of the website to which he./she proceeds to by his own initiative. The Company does not accept any liability relevant to the limited duration, erasure, poor performance or lack of electronic storage of any user data and/or any information included in private pages/services. The Company takes all appropriate measures to ensure that the website is safe for the users, but it cannot guarantee that any program or information in it are free from harmful viruses or other details with destructive possibilities for the computer system of the user/visitor. It is the user’s responsibility to use antivirus protection and ensure the information in his system. In any case, the Company bears no responsibility for the information included in third-party websites connected via hyperlinks. The website does not control the availability, the content, the data privacy policy, the quality and accuracy of the services of other websites and webpages to which it re-directs through hyperlinks or advertising banners. As such, for any problem comes up during their visit/use, the user shall refer directly to the relevant websites and pages, as they bear the responsibility for the provision of their services. The visitor/user of the website shall comply with the provisions of the Greek, European and international law and refrain from any illegal and unethical use.
- 2. DATA PRIVACY.** The use of the website and the services provided to the visitor/user through the website presumes the unconditional acceptance of his/her agreement with the Company’s Privacy Policy, which is available at: www.hellenictrain.gr. Therefore, the visitor/user shall read carefully the content of the Privacy Policy which is uploaded on the website.

3. **COOKIES POLICY.** The website may use cookies for the provision of services to the visitor/user of the website. Cookies are small texts which are stored on the server of the visitor and don't take any knowledge of any files of his computer. For more information on the use of cookies in the websites of the Company, please read TRAINOSE Cookies Policy, which is available at www.hellenictrain.gr
4. **USER OBLIGATIONS** Users and visitors of this website have the obligation to respect all rules of Greek and international law as well as moral rights. Users may use this website only in accordance with the applicable Terms and Conditions, in the event that unauthorized use of this website is detected, the user agrees to indemnify the Company for any loss or damage that may arise.
5. **COPYRIGHTS- PROHIBITION OF REPUBLICATION.** The entire content of the information and the services that appear on the Company's website belong exclusively to this Company or to its respective owner and are protected by the intellectual and industrial property laws. All content on this website, including insignia, marks, images, graphics, photographs, drawings, texts, etc. constitute the intellectual property of the Company and are protected under the relevant provisions of Greek law, European law and international conventions or intellectual property of third parties for which the Company has been licensed for its own exclusive use and for the operation of its website. Any copying, transfer or creation of derivative work based on this content or misleading the public regarding the actual provision of the site is prohibited. Reproduction, re-publishing, uploading, communication, dissemination or transmission or any other use of the content in any way or for any commercial or other purposes is permitted only with the prior written consent of the Company or any other copyright holder. The names, images, logos and distinctive features listed and describing the branded website or the products or services of the Company or third parties constitute assets of the Company or third parties respectively, protected by the relevant laws about trademarks. Their use on this site does not in any way give them permission or right to use them by third parties.
6. **THIRD PARTY WEBSITES.** The Company's website provides some hyperlinks to other web sites. Users are only browsed by them at their sole discretion. The Company's website is not responsible for any damage that may be caused by the use of links or hyperlinks to other sites, as well as for the information that may be included on the web pages of its links.
7. **INDEMNIFICATION.** It is expressly agreed that in the event that any action, claim, administrative or judicial action is brought against the Company resulting from any form of

user / visitor's violation of the website, the user / visitor who committed the infringement undertakes to intervene in the relevant proceedings and to compensate the Company if it is obliged to pay compensation or other expenses.

8. **APPLICABLE LAW AND OTHER TERMS.** These Terms of Use (i.e. the above terms and conditions of use of the website and any changes thereto) are governed by the provisions of Greek law, directives and regulations of Union law and relevant international provisions, being interpreted on the basis of the rules of good faith, fair trade practices and the economic and social purpose of the right. If a provision is found to be unlawful and therefore void or voidable, it shall automatically cease to be valid, without in any way prejudicing the validity of the other terms. No amendment to the terms of this agreement will be taken into account and will not be part of it unless it has been drafted in writing and has not been incorporated into it. Competent courts for any disputes arising out of these Terms of Use are the Courts of Athens.