

# **Terms of Use**

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These Terms of Use, together with our <u>Privacy and Cookies Policy</u> (which, together, are referred to as the "Terms" hereinafter), tell you the terms on which you may access, browse and otherwise use the <u>Avin Website</u>. You should read these Terms carefully before you start to use the Website.

If you do not understand or do not accept any part of these Terms, then please do not use this Website. To contact us, please email at <a href="mailto:avin@avin.gr">avin@avin.gr</a> or telephone our customer service line on +30 2108093100.

## 1. Acceptance of the Terms

The Website is accessible to the user ("you", "your" or "User") through a personal computer, or other access device, using a communications connection. By using the Website the User acknowledges that he/she has read and understood the Terms, that he/she agrees to be bound by all of its provisions.

# 2. Website's protection

The User acknowledges that the Website may contain information, software, graphics or other material that are protected by copyrights, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed under the intellectual property laws of Greece or other jurisdictions. The User shall not modify, publish, transmit, participate in the transfer or sale of, create derivative works, or in any way exploit, the Website, in whole or in part. The User shall not upload, post, reproduce or distribute any material of the Website without our prior written permission.

#### 3. User's obligations

The User shall not engage in any conduct that in any way restricts or inhibits any other person from using the Website. The User agrees to use the Website only for his/her personal information and only for lawful purposes, under the Terms.

The User shall not post inaccurate information. The User is prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, vulgar, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international laws.

The User shall not use software viruses, or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of AVIN INTERNATIONAL LTD or of any

other User of the Website.

The User is responsible for all charges (e.g. telephone, internet service, etc.) associated with the connection or access to the Website. We are not responsible for any charges or costs that you may incur in using the Website. You are also responsible for ensuring that any person who accesses the Website through your internet connection is aware of these Terms, and that they comply with them.

### 4. Privacy

The User acknowledges that he/she has carefully read the <u>Privacy Policy</u> before deciding to become a User as it is hereby incorporated by reference, and governs our treatment of any information, including personally identifiable information submitted.

#### 5. Disclaimer

The information contained in this Website is provided on an "as is" and "as available" "without prejudice" basis. It is not intended to amount to advice on which you should rely. It is provided for your general information only. It is not comprehensive and is subject at any time to revision and/or change and/or cancellation and/or modification and/or alteration without any notice whatsoever. If you find any inaccurate information on the Website, please contact us and, where we agree, we will endeavour to correct it as soon as we can.

Before acting on any information contained in this Website, the User should always call us directly to obtain verification of the accuracy of that information in writing or obtain professional or specialist advice before taking, or refraining from, any action on the basis of the material on our Website. Each User is using this Website entirely at his/her own risk under these Terms.

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We do not warrant or represent in any way the accuracy, reliability, completeness, quality, timeliness, availability, freedom from viruses or other harmful code, maintenance or fitness for purpose of the Website or any material or information contained therein to the maximum extent allowed by law.

To the fullest extent allowed by any applicable law, we will be in no way responsible or liable for any damages, direct, indirect, special, punitive or consequential of any kind whatsoever (including but not limited to loss of profits, business opportunity, goodwill or business interruption) arising out of or in connection with the use, contents or information of this Website, reliance on the material and/or information or from

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# 6. Our rights

We reserve the right, at our sole discretion and without prior notice or liability, to restrict, suspend or alter any part of the Website, including, but not limited to (i) restrict the time of availability and (ii) restrict or increase the availability and/or purpose of the Website (i.e. computer types and operating systems).

We may amend or modify the Terms or impose new Terms at any time at our sole discretion and without prior notice or liability. Please check the Terms from time to time to take notice of any changes we have made, because any use of the Website by the User after such amendment shall be deemed to constitute acceptance by the User of such amendments, modifications or new Terms.

#### 7. Law and Jurisdiction

These Terms and your use of the Website (including any dispute or claim arising in connection with or under them) are governed by the laws of the Hellenic Republic exclusively. You agree that the courts of Piraeus will have non-exclusive jurisdiction (unless you are a business user, in which case you agree that the courts of Piraeus shall have exclusive jurisdiction) to hear all disputes arising in connection with or under these Terms.

These Terms of Use were last updated on 13 March 2017.