

# Terms of Use cosmote.gr

## 1. Introduction

· The societies anonymes with the name “HELLENIC TELECOMMUNICATIONS ORGANIZATION” with the trade name “OTE SA” (TIN 094019245, Athens Tax Office for Commercial Companies, GCR No 1037501000) and “COSMOTE MOBILE TELECOMMUNICATIONS SINGLE MEMBER SA” with the trade name “COSMOTE” (TIN 094493766, Athens Tax Office for Commercial Companies, GCR No 2410501000), which have their registered offices in Maroussi, 99 Kifissias Ave, hereinafter referred to, respectively, as “OTE”, “COSMOTE” OR “Companies”, created and manage the website “WWW.COSMOTE.GR” (hereinafter the “Website”), to present their commercial activities and promote their products and services.

The use of the Website is governed by the present general terms, which users are asked to read carefully, as use of the Website implies unreserved acceptance of these terms.

Any web pages or services of the Website that, in accordance with the law, are addressed solely to adults may not be used by minors. The Companies are not liable if, in spite of the above and of their own volition, minors visit web pages or use services that may be considered inappropriate for them.

The Companies have the right to amend the present terms at any time, without warning, updating this text with every amendment or addendum. If the use of any service of the Website is regulated by separate terms of use, the latter are considered to be a part of the present terms, but prevail over these when they regulate a given issue differently.

## 2. Content – Responsibility

· The Website is provided “as is”, without the potential for amendments or other interventions by the user. The companies make every reasonable effort to ensure that browsing on the Website is safe for the user of the Website’s web pages, and that the information on the Website is accurate, complete, valid, reliable and up to date.

However, the Companies make no commitment, provide no guarantee and take no responsibility with regard to the security and content of the Website. As such, users accept that they must assess the posted content and that they are responsible for any risk that might be caused by the use of any content, including any decision on their part to rely on the accuracy, completeness, reliability and/or usefulness of any of the Website’s content.

The Website may, among other things, provide links to web pages of third parties who have full control of the content they post on these and, consequently, full (civil and penal) liability for the safety of their web pages and the lawfulness and validity of their content and services. The products, services and content of third parties that may appear on the Website's pages are the intellectual and industrial property of third parties who are liable for settlement of any claims deriving from violation of the rights of other persons, such as, indicatively, intellectual or industrial property rights, etc., explicitly excluding any liability of the Companies for the content or safety of these web pages. Users acknowledge that the Companies are not obliged to and cannot regulate the security and content of the web pages and services of third parties for which a link is provided on the Website. Users are obliged to address directly to the providers of these web pages any questions or other issues related to their visit to and/or use of these web pages and to comply with the terms of use of these web pages. The Companies reserve the right to remove links to third-party web pages from the Website at any time, at their discretion.

### **User Obligations**

- Apart from specific third-party rights (intellectual and other), all of the content contained at any time on the Website (indicatively: trademarks, distinctive features, photographs, texts, announcements and all posted files in general) is the intellectual and industrial property of OTE or COSMOTE, as applicable, and is protected by the relevant provisions of Greek, EU and international law. This content may not, in whole or in part, be traded, copied, amended, reproduced, retransmitted or be transmitted or distributed in any way by any user, in violation of the present terms. Users are obliged to make lawful and appropriate use of the Website, in compliance with the law on transmission of data from Greece to Member States of the European Union and third countries. As such, users indicatively but not restrictively agree that they shall not use cosmote.gr to:

- Cause damage to a minor.
- Transmit or gain access to content that: i) violates any rights of third parties (e.g. intellectual and industrial property), ii) insults the personality of a third party (e.g. libel, racism), iii) contradicts the law and fair trade practices, iv) violates in any way the private lives or individual and social rights of third parties.
- Deceive anyone with regard to the origin of the content of cosmote.gr to damage, in any way, the reputation of the Companies or third parties.
- Put the security of the Companies' network at risk.

- Hinder any user from gaining access to the Website or circumvent the checking of their identity by OTE or COSMOTE.
- Install or promote, in any way, any type of unsolicited or unauthorised advertising or spam, chain letters, pyramid schemes or any other kind of unsolicited promotion of content, or to install or promote advertisements without the written consent of the Companies.
- Install, promote and/or distribute content that contains digital viruses or any other electronic code, files or programs designed to interfere with, destroy or limit the operation of any software or telecommunications equipment or to hinder other users from using the Website.

Reveal information of their own or of third parties that contains personal data of the users or of third parties in real-time conversations (chat, message boards) or during the use of any service of the Website that enables communication between more than two users.

Collect or store personal data regarding other users.

In case of use of the Website that is illegal or contrary to the present terms of use, users will be obliged to compensate OTE and/or COSMOTE for any damage caused to them by the said user. Failure of the Companies to exercise the rights deriving from these terms does not mean they waive these rights.

### **3. Registration**

Registration is not required to browse the Website. Users of the Website who are also subscribers of Mobile or Fixed-Line services can use the Website to access data regarding respective subscriber accounts. To gain access to this data, users/subscribers who want to use this convenience must register on the Website, following the automated registration process on the Website. The same applies for access to certain services or for connection to certain of the Website's web pages.

#### **A) Users already registered on the [www.ote.gr](http://www.ote.gr) or [www.cosmote.gr](http://www.cosmote.gr) web pages.**

Users who are already registered on one of the two web pages above are provided with the convenience of using a single user name and password ("single sign on") for the OTE Group's web pages.

"Single sign on" enables users, should they so desire, to use the same username

/password they have for entering one of the two web pages above to enter the other website. In this way, users can use a single user name/password, without the need to create a new user name or use multiple passwords to register on the other web pages of the companies of the OTE Group.

. Users who registered before **11 May 2014 on more than one of the web pages of the companies of the OTE Group can merge their user names and passwords.**

To initiate the merging process, the Registered user must select the “Merge Access Data” link.

On the page that appears, the user follows these steps: Step 1

- The user selects from a list the website on which he/she is already registered
- The user enters the user name and password they want to merge. If the user has user names and passwords for more than one website, he/she follows the same procedure.

Step 2

The user sets the user name and password he/she wants to use to access all of the websites of the companies of the OTE Group.

Step 3

The procedure is completed and the user is taken to a confirmation page showing his/her user name and the web pages he/she can access.

The information on this page is sent to the email address designated by the user.

Merging of data is technically feasible only for registrations carried out before 11 May 2014.

Users who are already registered on the above pages who register on the Website using the “single sign on” convenience can, during their login to the Website, be informed automatically of and benefit from the special offers made by the Companies from time to time, in accordance with their respective commercial policies.

**B) Users not registered on the web pages who participate in the “single sign on”**

The user enters his/her user name and sets the password he/she wants, following the Website's automated procedure.

Through the convenient "single sign on", with their first registration on an OTE Group web page, users can use a single user name/password, without the need to create new user identities or multiple passwords to register on the other web pages of the companies of the OTE Group participating in the "single sign on".

The user acknowledges and accepts that the convenient "single sign on" option for registering on a web page of the companies of the OTE Group under the same user name entails use of the same password on the OTE Group web pages below.

The following web pages participate in the "single sign on":

- [www.cosmote.gr](http://www.cosmote.gr)
- [www.cosmote.gr/dealsforyou](http://www.cosmote.gr/dealsforyou)
- [www.cosmote.cloudportal.gr](http://www.cosmote.cloudportal.gr)
- [www.germanos.gr](http://www.germanos.gr)
- <https://businessmarketplace.cosmote.gr>
- <https://cloudservices.cosmote.gr>

In any case, users who so desire may use a different user name on each web page.

User names and passwords are strictly personal for each registered user and must not be divulged to any third party.

Users are responsible for all actions carried out under their personal passwords and are obliged to inform OTE or COSMOTE immediately of any unauthorized user who may act under those passwords. Otherwise, the Companies are not responsible for any damage to the user from unauthorized or illegal use of the personal passwords by third parties.

To secure transactions, the Companies have the right to terminate access at any time to specific services of the Website if the above terms are violated.

The Companies reserve the right to request additional information from registered users in order to confirm declared information.

Users/subscribers of the Companies who are registered on the Website may unregister at any time via a relevant request to OTE Group customer care.

## **5. Availability & Security of the Network**

· The Companies have the right to amend or temporarily or permanently interrupt access to all or part of the Website, for maintenance or upgrading purposes or for any reason, with or without prior notification of users, and will make all reasonable efforts to maintain and ensure availability of the Website. However, uninterrupted availability of the Website is not guaranteed, as availability of the Website may be impacted by users' equipment, other communications networks, a large number of people trying to use the Website simultaneously or by other causes.

· Users acknowledge and accept that the Companies bear no responsibility for any damage to users originating from use of the Website or users' inability to access the Website, cessation of all or parts of the Website, delay, non-delivery, interruption or poor-quality reception of its services or loss of their content, or the existence of any kind of error.

· Although the Companies make every possible effort to protect the Website from digital viruses, they cannot guarantee that the Website will be virus free. Consequently, all users must take their own protective measures (use of antivirus, virus scanner or other defence system) before using the Website or storing information, software or content of the Website on their digital devices.

## **6. Personal Data**

The "DATA PRIVACY POLICY" on protection of Personal Data and Retention of customer content is in effect as set out at <https://www.cosmote.gr/dataprivacypolicy/notices.html>

· The Companies are not liable to users for any leaking of users' personal data due to users' use, via the pages of the Website, of services of third parties.

· The responses to surveys that may be carried out on the Website are recorded, analysed and commented on by the Companies, which reserve the exclusive right to exploit this data, the findings of which are the property of the Company.

## **7. Cookies**

The Website may gather user recognition data using technologies such as cookies. Cookies are small text files that are stored on the hard disc of every visitor/user and cannot access/affect any document or file on the visitor's/user's computer. They are used to facilitate visitor/user access with regard to the use of specific services and/or pages on the Website, for statistical purposes and to determine

areas of the Website that are useful or popular. These data may also include the type of browser used by the visitor/user, the type of computer, the operating system, the web service providers and other information of this kind.

Users of the Website can adjust the settings of their web browsers in such a way as to be warned when cookies are used in specific services or to block the acceptance (opt out) of cookies in all instances. Users of the specific services and pages who do not want cookies to be used to recognize them can have no further access to these services.

## **8. Applicable law – Jurisdiction**

- The present terms and any amendment to them are governed by Greek law. The courts of Athens are designated as having subject-matter jurisdiction for any dispute that may arise from the present agreement.

## **9. Contact**

- For any clarification regarding the Website, users may contact the OTE Group Customer Care service by telephone, at 13888, or electronically, via the corresponding contact form on the Website.

- OTE and COSMOTE are companies of the OTE Group.