

IKOS RESORTS MOBILE APPLICATION

TERMS AND CONDITIONS OF USE

The present free mobile application named Ikos Resorts (hereinafter the “**Mobile Application**”) is created and developed by M-HOSPITALITY (H+S Technology Solutions S.A.) on behalf of “Ikos Resorts”, with registered seat at 55, Nikolaou Plastira Thessaloniki, Greece (hereinafter the “**Ikos Resort**”, “**IKOS**” “**we**”, “**us**” or “**our**”).

1. AGREEMENT TO TERMS AND CONDITIONS

By downloading, browsing, accessing using or registering to the Mobile Application, you agree to these Terms and Conditions of Use, as may be amended from time to time. We reserve the right to amend these terms and conditions at any time. All reservations made via the Mobile Services imply consultation and full and unreserved acceptance of these Terms and Conditions and the conditions of sale for the rate reserved. If you continue to use the services of the Mobile Application after the changes become effective, then you agree to the revised Agreement, as well. IF YOU DISAGREE WITH ANY OF THE PRESENT TERMS and CONDITIONS of USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE MOBILE APPLICATION AND YOU MUST DISCONTINUE YOUR ACCESS AND YOUR USE IMMEDIATELY.

2. DEFINITION OF KEY WORDS

In the present Terms and Conditions of Use, the following capitalized terms shall have the following meanings, except where the context otherwise requires:

“**Account**” means an account created by a User on the Mobile Application as part of Registration.

“**Register**” means to create an Account on the Mobile Application.

“**Registration**” means the act of creating such an Account.

“**User(s)**” means user(s) of the Mobile Application

“**Service(s)**” means all the services provided by Ikos Resorts via the Mobile Application to Users,

“**Privacy Policy**” or “**Privacy**” means the privacy policy set out in Clause 14 of the present Terms and Conditions of Use.

“**Request**” or “**Send Request**” means to declare your interest to get notified about or reserve a specific service.

3. ABOUT THE MOBILE APPLICATION AND THE SERVICES

3.1 What is it: The Mobile Application is a quick and easy way to plan what to do during your stay at Ikos Resorts, from pre-arrival and all through your stay, including room booking, restaurant reservations and gastronomic experiences, spa & fitness, child care, nature experiences and outdoor activities, daily trips etc. The Mobile Application, including all its features, is provided for both *iOS* and *Android* operational systems and some functionalities may differ upon specific technical requests from each operator.

3.2 Scope: The Mobile Application and Services are for your personal use only and must not be used for business purposes.

3.3 How it works: Upon registration, the Mobile Application may also be used to make reservations for Hotel rooms, dining, spa, view your Account and modify your choices, including your billing information, as well as to make requests for Services provided by Ikos Resorts during your stay.

3.4 Prevention on use: We reserve the right to prevent you from using the Mobile Application and the Service (or any part of them).

3.5 Equipment and Networks: The provision of the Services and the Mobile Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Mobile Application or the Services. To use the Mobile Application or Services, Internet connectivity and appropriate telecommunication links are required. You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third-party charges as may arise. You accept responsibility for any such charges that may arise.

3.6 Permission to use Mobile Application: If you are not the bill payer for the mobile telephone or handheld device being used to access the Mobile Application, you will be assumed to have received permission from the bill payer for using the Mobile Application.

4. SIGNING UP

4.1 Signing up to the Mobile Application is optional, but when you do and use the Mobile Application, you generally provide first name, last name, email address, password and other registration information, mobile, hotel or resort, prefix, gender, country of origin and any other information you may provide us when you contact us for assistance. For specific actions such as reservations we may also collect your credit card information.

5. RESERVATION & CANCELLATION POLICY

If you wish to reserve a room via the Mobile Application, you agree to Ikos Resorts' reservation policy below.

5.1. General information:

- Pets are not allowed.
- New Overnight Tax of **4€ per room**, per night, is applied by the Greek Government as of 01/01/2018 (Law 4389/2016 p.53). By law, guest pays the tax directly at the Hotel's Reception upon check out. The hotel reserves the right in the event of new taxes being imposed to introduce these in accordance with Greek law.

5.2. Reservation Policy for Individual Clients:

- A valid credit card is required to process your online reservation.
- To guarantee your reservation we require a credit card deposit of 2 overnights per room which will be charged to your card within 7 days. The remaining amount will be paid upon arrival. You can always cancel your booking up to 30 days prior to your arrival in which case your deposit will be refunded to you.

5.2.1. Cancellation Policy for Individual Clients:

- Cancellations received between 30 and 21 days prior to arrival are subject to a cancellation fee of 25% of the total agreed price of the reservation.
- Cancellations received between 20 and 7 days prior to arrival are subject to a cancellation fee of 50% of the total agreed price of the reservation.
- Cancellations received between 6 to 0 days prior to arrival are subject to a cancellation fee of 90% of the total agreed price of the reservation.
- Early departure or no-show is subject to a fee of 90% of the price of the remaining overnights of the reservation.

5.2.2. Airport Transfers:

Important note regarding Airport Transfers:

- If you have requested airport transfers, you should forward your full flight details to reservations@ikosresorts.com, minimum 3 days before your arrival date.
- No-show for requested and confirmed airport transfers will be subject to a fee of 100% of the one-way transfer costs.

5.2.3. Visa Support:

Please consult the nearest Greek Consulate for detailed information regarding visiting Greece. If you require an official hotel confirmation for visa application, please be kind to contact in advance the Moscow Office of (Ikos Resorts) with your booking and complete passport details (for all guests) by e-mail (moscow@ikosresorts.com). The official hotel confirmation for visa application will be provided within 14 days.

5.3. Reservation & Cancellation Policy for Travel Agents and Tour Operators

All terms and Conditions as per original contract signed apply.
No free transfers included.

6. PUSH NOTIFICATIONS

6.1 When you download the Mobile Application, if you provide us your permission, you will receive notifications, alerts, sounds and icon badges.

7. YOUR OBLIGATIONS

7.1 Accurate information: You guarantee that all information provided on Registration and included as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.

7.2 Content on the Mobile Application and Service: It is your responsibility to ensure that any information available through the Mobile Application or the Services meet your specific requirements before proceeding to any payment.

7.3 Prohibitions in relation to usage of Services or Mobile Application: Without limitation, you undertake not to use or permit anyone else to use the Services or Mobile Application:

7.3.1 to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of

court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third-party rights;

7.3.2 to send or receive any material for which you have not obtained all necessary licenses and/or approvals (from us or third-parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third-party in any country in the world;

7.3.3 to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

7.3.4 to cause annoyance, inconvenience or needless anxiety;

7.3.5 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;

7.3.6 for a purpose other than which we have designed them or intended them to be used;

7.3.7 for any fraudulent purpose;

7.3.8 other than in conformance with accepted Internet practices and practices of any connected networks;

7.3.9 in any way which may incite hatred against any ethnic, religious or any other minority or may otherwise affect any individual, group or entity; or

7.3.10 in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

7.4 Prohibitions in relation to usage of Services, Mobile Application: Without limitation, you further undertake not to or permit anyone else to:

7.4.1 resell any Service;

7.4.2 furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;

7.4.3 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorized to access, or probe the security of other networks (such as running a port scan);

7.4.4 execute any form of network monitoring which will intercept data not intended for you;

7.4.5 enter into fraudulent interactions or transactions with us or our affiliates;

7.4.6 extract data from or hack into the Mobile Application;

7.4.7 use the Services or Mobile Application in breach of these Terms and Conditions of Use;

7.4.8 engage in any unlawful activity in connection with the use of the Mobile Application or the Services; or

7.4.9 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Mobile Application or Services.

8. RULES ABOUT THE USE OF THE SERVICES AND THE MOBILE APPLICATION

8.1 We will use reasonable efforts to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Mobile Application will be free of faults and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at support@m-hospitality.com or at + 30 210 9600 988.

8.2 We do not warrant that your use of the Services or the Mobile Application will be uninterrupted, and we do not warrant that any information transmitted via the Services or the Mobile Application will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and the Mobile Application, access to the Services and the Mobile Application may be suspended, restricted or terminated at any time.

8.3 We do not give any warranty that the Services and the Mobile Application are free from viruses or anything else which may have a harmful effect on any technology.

8.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

8.5 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may lead to a breach of these Terms and Conditions of Use.

9. SUSPENSION AND TERMINATION

9.1 If you use (or anyone other than you, uses with your permission) the Mobile Application, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Mobile Application.

9.2 If we suspend the Services or Mobile Application, we may refuse to restore the Services or Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

9.3 Ikos Resorts shall fully co-operate with any law enforcement authorities or court order requesting or directing Ikos Resorts to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

9.4 Without limitation to anything else in this Clause 8, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Services and/or Mobile Application; (b) suspend your use of the Services and/or Mobile Application; and/or (c) suspend the use of the Services and/or Mobile Application for persons we believe to be connected (in whatever manner) to you, if:

9.4.1 you commit any breach of these Terms and Conditions of Use;

9.4.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or

9.4.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

9.5 Our rights under this Clause 8 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

10. DISCLAIMER AND EXCLUSION OF LIABILITY

10.1 The Mobile Application, the Services, the information on the Mobile Application and use of all related services are provided on an "as is, as available" basis without any warranties whether express or implied.

10.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Mobile Application and its contents, including in relation to any inaccuracies or omissions in the Mobile Application, warranties of merchantability, quality, and fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

10.3 We do not warrant that the Mobile Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

10.4 While we may use reasonable efforts to include accurate and up-to-date information on the Mobile Application, we make no warranties or representations as to its accuracy, timeliness or completeness.

10.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Mobile Application and the services offered in the Mobile Application, your access to, use of or inability to use the Mobile Application or the services offered in the Mobile Application, reliance on or downloading from the Mobile Application and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

10.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Mobile Application and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

10.7 The above exclusions and limitations apply only to the extent permitted by law. None of your rights as a consumer that cannot be excluded or limited are affected.

10.8 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application, or electronic mail transmitted to and from us, will not be monitored or read by others. However, Ikos Resorts takes all necessary technical and organizational measures in order to protect users' personal data and information security.

11. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Services, (b) any other party's use of the Services using your user ID or other personal data allocated to Ikos Resorts, and/or (c) your breach of any of these Terms and

Conditions of Use and to pay us damages, costs and interests in connection with such claim, action, suit or proceeding.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

12.2 Nothing contained on the Mobile Application should be interpreted as granting any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.

12.3 We will not hesitate to take legal action against any unauthorised usage of our trademarks, name, or symbols to preserve and protect our company's rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

13. AMENDMENTS

13.1 We may periodically make changes to the contents of the Mobile Application, including the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.

13.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

14. APPLICABLE LAW AND JURISDICTION

14.1 The Mobile Application can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Mobile Application both you and we agree that the laws of the European Union and Hellenic Republic (c.f. Greece), without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Mobile Application.

14.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the Greek Courts, in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

15. DATA PRIVACY AND SECURITY

15.1 We care about your data privacy and information security. You may find further details by reading our Mobile's Application [Privacy & Cookies Policy](#). By using the Mobile Application, you agree to be bound by the [Privacy & Cookies Policy](#).

15.2 Please be advised that the Mobile Application is hosted in EU. If you access the Mobile Application from outside of the European Union (EU) or the European Economic Area (EEA) with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the EU or EEA and especially from the General Data Protection Regulation (GDPR), then by continuing using the Mobile Application or Services, you declare of being aware of transferring your data to the EU and you expressly consent to have your data transferred to and processed in EU.

15.3 In addition, we do not knowingly accept, request, or solicit information directly from children or minors under the age of 18. Therefore, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from our database as quickly as is reasonably practical.

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