

cosmote.gr Terms of Use

1. Introduction

The société anonyme with the corporate name ‘ORGANISMOS TILEPIKOINONION TIS ELLADOS A.E. (HELLENIC TELECOMMUNICATIONS ORGANISATION S.A.) and the trade name “OTE SA” or “OTE” or “COSMOTE” (TRN 094019245, TAX OFFICE Athens FAE, GCR No. 1037501000), based in Marousi, at 99 Kifisias Ave, hereinafter referred to as the “Company”, created and manages this website, “WWW.COSMOTE.GR”, (hereinafter the “Website” for the presentation of its business activities and the promotion of its products and services.

Use of the Website is governed by these general terms, which users are asked to read carefully, as use of the Website implies their unconditional acceptance.

Any websites or services on the Website that, under the law, are addressed exclusively to adults may not be used by minors. The Company shall not be liable if, in spite of the above, minors voluntarily visit websites or make use of services that may be considered unsuitable for them.

The Company is entitled to amend these terms at any time without notice by updating this text with any amendment or addition. If the use of any service on the Website is regulated by separate terms of use, the latter shall be considered as a whole under these terms, but shall prevail over those where they regulate a given matter differently.

2. Content – Responsibility

The Website is provided “as is”, without the possibility of modifications or other interventions by the user. The Company makes every reasonable effort to ensure secure browsing for the user of the Website’s webpages, as well as accurate, complete, valid, reliable and current information.

However, the Company does not commit to, guarantee or assume any responsibility with respect to the security and content of the Website. As such, users accept that they must evaluate the uploaded content and are responsible for any risk that the use of any content may cause, including any decision on their part to rely on the correctness, completeness, validity and/or usefulness of any content on the Website.

The Website may, inter alia, provide a link to third-party websites that have full control over the content they post and, consequently, full (civil and criminal) liability for the security of their websites, the legality and validity of their content and services. Any third-party products, services and content that may appear on the pages of the Website constitute the intellectual and industrial property of the third parties, who are responsible for restoring any claim arising from any infringement of the rights of other persons, such as, inter alia, intellectual and industrial property rights, etc., expressly excluding any liability of the Company for the content or security of these websites. Users acknowledge that the Company is not obliged or able to check the security and content of the websites and services of third parties who are provided with links on the Website. Users are obliged to address the providers of these websites directly regarding any questions or other issues related to their visit to and/or use of these websites, and to comply with their terms of use. The Company reserves the right to remove links to third-party websites at any time, at its discretion, from the Website.

User Obligations

· Apart from specific third-party rights (copyright and other), all content contained at any time on the Website (indicatively: trademarks, distinctive features, photographs, texts, announcements and in general all the files uploaded), constitutes the Company's intellectual and industrial property on a case-by-case basis 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, modified, reproduced, retransmitted or transmitted or distributed in any manner by any user, in breach of these terms. Users are obliged to make lawful and appropriate use of the Website, complying with the legislation concerning the transmission of data from Greece to European Union Member States and third countries. Therefore, users agree not to make use of cosmote.gr – indicatively but not exhaustively – to:

· Cause harm to a minor.

· Transmit or access content that: i) violates any third-party rights (e.g. intellectual and industrial property), ii) insults the personality of third parties (e.g. slander, racism), iii) contradicts the law or good business practices, iv) in any way breaches the privacy and the personal and social rights of third parties.

· Mislead anyone as to the origin of the content of cosmote.gr, to harm, in any way, the reputation of the Company or third parties.

· Compromise the security of the Company's network.

- Prevent any user from accessing the Website or circumvent the Company's authentication of their identity.
- Install and promote, in any way, any kind of unsolicited or unauthorised advertising or spam, chain letters, pyramid schemes or any other form of unwanted marketing of content, or to install and promote advertisements without the Company's written consent.
- Install, promote and/or make available content containing digital viruses or any other electronic code, files or programs designed to interfere with, destroy or restrict the operation of any software or telecommunications equipment, or to prevent other users from using the Website.

Disclose information of their own or of third parties that contains personal data of users or third parties either in real-time conversations (chat, message boards) or during the use of any service on the Website that provides the possibility of communicating with more than two users.

Collect or store personal data about other users.

In the event of use of the Website that is unlawful or contrary to these terms, users are obliged to compensate the Company for any loss due to such use. Failure by the Company to exercise its rights under these terms shall not entail waiver of those rights.

3. Registration

No registration is required to browse the Website. For users of the Website who are also Mobile or Fixed-line service subscribers, the Website provides the option of updating the data of the subscriber's respective accounts. In order to access this information, subscribers/users who wish to use the updating option above are required to register on the Website by completing the automated registration process on the Website. The same applies for access to certain services or connection to certain pages of the Website.

A) Users already registered on www.ofo.gr or www.cosmote.gr

Users already registered on one of the two websites above can make convenient use of a "single sign on" on the websites of OTE Group companies.

The "single sign on" enables users, if they so wish, to use the same username and password

that they already have to enter one of the above websites. This enables the user to use a single username and password, without having to create a new username or use multiple passwords to register on the other OTE Group companies' websites.

Specifically for users registered before **11 May 2014 on more than one website of the OTE Group companies, the further option of creating a single username and password is provided.**

To start the process of creating a "single sign on", the Registered User must select the "Integration of Access Data" link.

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

- Select from the list the website on which they are already registered.
- Enter the username and password they want to integrate. If they have usernames/passwords for access to more websites, they follow the same procedure.

2nd Step

The user specifies the username and password they want to use on all websites of the OTE Group companies.

3rd Step

The process is completed and the user is transferred to a confirmation page that states their username and the websites to which they have access.

The information on this page is sent to the user at the email address they have declared as their contact email address.

Data integration is technically feasible only for registrations carried out before 11 May 2014.

Users already registered on the above pages who register on the Website using the "single sign on" option can, during their "login" to the Website, be updated automatically and benefit from the Company's offers from time to time, in accordance with the current commercial policy.

B) Users not registered on the websites participating in "single sign on"

Users enter their username and set the password they want, following the Website's automated process.

With the ease of "single sign on", when first registering on each website of the OTE Group companies, users can use a single username/password, without the need to create a new user ID or use multiple passwords to register on the other websites of the OTE Group companies participating in "single sign on".

Users acknowledge and accept that the "single sign on" option for registering with an OTE Group company website with the same username entails the use of the same password on the OTE Group websites below.

The websites participating in "single sign on" are as follows:

- www.cosmote.gr
- www.cosmote.gr/dealsforyou
- www.cosmote.cloudportal.gr
- www.germanos.gr
- <https://businessmarketplace.cosmote.gr>
- <https://cloudservices.cosmote.gr>

In any case, users may, if they wish, use a different username to use each website.

The username and password are strictly personal for each registered user and must not be disclosed to any third party.

Users are responsible for all acts carried out with personal passwords and are obliged to notify the Company promptly of any unauthorised use that may be carried out with them; otherwise, the Company is not liable for any loss to the user from the unauthorised or illegal use of personal passwords by third parties.

In order to safeguard transactions, the Company may, at any time, terminate access to specific services of the Website if the above terms are violated.

The Company reserves the right to request further information from registered users to confirm the declared data.

The Company's users/subscribers who are registered on the Website can unsubscribe at any time via a request to OTE Group customer service.

5. Network Availability & Security

· The Company is entitled to amend and/or temporarily or permanently discontinue all or part of the Website, for maintenance or upgrade purposes, or for any reason, with and/or without notifying users, and makes reasonable efforts to keep the Website available. However, it does not guarantee its uninterrupted availability, as it may be affected by user equipment, other communications networks, the large number of people trying to use the Website at the same time or by other causes.

· Users acknowledge and accept that the Company is not liable for any loss suffered by users resulting from the use of the Website or users' inability to access it, the cessation of all or parts thereof, the delay, non-delivery, discontinuation or poor quality of reception of its services or loss of its content, the existence of errors of any kind.

· Although the Company makes every effort to protect the Website from digital viruses, it cannot guarantee that it will always be virus free. Consequently, each user must ensure their own protection (use of antivirus, virus scanner or other protection systems) before using the Website or storing its information, software or content on their terminal devices.

6. Personal Data

· With regard to the processing of your personal data, please read the Data Privacy Notice, as stated at https://www.cosmote.gr/cs/cosmote/gr/data_privacy_notice.html

7. Cookies

The Website may collect user identification data using technologies such as cookies. Cookies are small text files that are stored on the hard disk of each visitor/user and do not access any document or file on their computer. They are used to facilitate access of visitors/users to specific services and/or pages on the Website, for statistical purposes and in order to determine

the areas of the Website that are useful or popular. Such data may also include the type of browser used by the visitor/user, the type of computer, its operating system, internet service providers and other such information.

Website users may configure their browser in such a way that it either warns them of the use of cookies for specific services or does not allow the use of cookies to be accepted under any circumstances. If users of these services and pages opt not to allow cookies that identify them, they cannot have further access to these services.

8. Applicable law – Jurisdiction

· These terms and any amendment thereof are governed by Greek law. The Courts of Athens shall have jurisdiction over any dispute that may arise from this agreement.

9. Contact

· For any clarification related to the Website, users may address the COSMOTE Customer Care service by calling 13888 or electronically via the corresponding contact fields on the Website.