

ELYSIAN SANTORINI TERMS & CONDITIONS

A1. Scope and application [of the present T&C].

- The present Terms set forth the terms and conditions governing: (a) the provision of hotel services and/or (b) the use of our Website. More particularly, **Section A includes** (a) the definition of each capitalized term, allowing you to fully understand their content, as well as (b) useful guidelines and information with regard to our Suites' reservation, the payment of your stay and our policy in cases of cancellation, no-shows, early departure or potential overbookings. **Section B includes** the specific provisions applicable in the framework of the Hotel Services Agreement. **Section C includes** the specific provisions applicable any time you access and anyhow use our Website. **Section D includes** general provisions applicable in both the Hotel Services Agreement and the use of our Website.
- You shall know that by using our Website or choosing our Suites for your accommodation you are considered bound by the present Terms. The use of our Website and/or your stay in our Accommodation, entails the collection and processing of your personal data, pursuant to Article D.1 of the present Terms. Therefore, if you do not agree with the aforementioned Terms, you shall refrain from accessing our Website or staying in our Accommodation.
- The Terms may be subject to amendments. It is your responsibility to regularly read them, since applicable are the Terms in force at the time of the conclusion of the Hotel Services Contract and/or your visit in our Website.

A2. Definitions.

- "Elysian Santorini"** or **"We"**: Your counterparty in the Hotel Services Contract; Société Anonyme "EPENDYSEIS AKINITON ANOMIMI ENERGIAKI – OIKODOMIKI KTIMITAKI & TECHNIKI ETAIREAIA", with distinctive title "EPENDYSEIS AKINITON ENERGEIAKI S.A."; headquartered in Galatsi Attikis, Spartiaton str., no 32, Tax Identification Number (TIN) 099554998, Tax Office Galatsiou Attikis.
- "Rate per Night/Nightly Rate"**: the amount of money -quoted in Euro- to be paid per night, if you wish to stay in our Accommodation. It is hereby clarified that the "Nightly Rate" may alter, depending on: (a) the time you wish to visit our Accommodation, (b) the type of the Suite, (c) the Reservation Package of your choice and (d) the time you access our Website (for due to a significant reason -eg. amendment of the existing legal framework- we may be obliged to modify our price list). The Nightly Rate includes overnight stay in our Accommodation, Additional Services, as well as all applicable taxes (VAT included), fees and relevant charges, while the "Tourism Fee" being in effect is excluded.
- "Booking Confirmation"**: the email sent by us, notifying you that we have processed and accepted your request for booking one or more Suites. The Booking Confirmation shall include the main information of your reservation (date of arrival, overall stay, number of adults and minors, Total Reservation Value). The Booking Confirmation shall initiate our contractual relationship (Hotel Services Agreement).
- "Additional Services"**: the services we are able to provide during your stay in our Accommodation. These services are offered either directly by us or by third-party independent contractors. The value of Additional Services is explicitly mentioned in (a) our price list, being incorporated in the reservation form found in our Website and (b) the special document found in your Suite. In the event that you choose an Additional Service during the reservation process, its value shall be included in the Total Reservation Value. In the event that you choose an Additional Service during your stay, you can either pay for it right away or during check-out.
- "Rate Calendar"**: the full rate calendar, found in the reservation section of our Website. In the Rate Calendar you can check the availability of Suites as well as the lowest Nightly Rate for every day of each month.
- "Start Date of the Hotel Services Agreement"** is considered the day we send the Booking Confirmation.
- "Website"**: the website www.elysian-santorini.com, where you shall find useful information with regard to our Accommodation and/or proceed with the booking of one or more Suites, or directly contact us.
- "Accommodation"** is our hotel unit in Oia, (island of Santorini, Cyclades island group), comprising ten (10) suites.
- "Software"**: All human- and computer- readable data, or other machine-readable data, technical requirements, logic, logic diagrams, flow charts, orthographic representations, algorithms, modules, subroutines, files' structure, coding sheets, coding, source or object code, lists, test data, testing routines, diagnostic programs or any other material with regard to or including part of the Website and is deemed necessary for its proper, efficient and apt functionality.
- "Party"** or **"Parties"**: You and Us, collectively or individually.
- "Terms"**: the present "Terms and Conditions of Elysian Santorini".
- "Reservation Package"**: the sum of services offered in principle throughout your stay, including accommodation *per se* as well as the relevant Ancillary Services. Every Suite is rendered in two (2) Reservation Packages: the "VIP Rate" and the "Special Offer" Package.
 - The **"VIP Rate"** Reservation Package includes the following Ancillary Services (indicatively): *à la carte* breakfast in your Suite, one (1) "Welcome Package", complimentary coffee, tea and water in your Suite on a daily basis, one (1) complimentary laundry service -when staying over 3 nights-, free wi-fi, etc.
 - Upon the Booking Confirmation [and in any case up to thirty-one (31) days prior to your scheduled arrival in our Accommodation], we shall withhold a token amount [usually up to ten (€10.00) euros] from the credit/debit/prepaid card indicated at the reservation process in order to verify the card. In the event that the verification fails, we shall inform you as soon as possible, and, if not made possible to reach you or fail to indicate an alternative payment method, we shall cancel your reservation.
 - Thirty-one (31) days prior to the scheduled arrival in our Accommodation, we shall withhold the Total Reservation Value from the credit/debit/prepaid card indicated at the reservation process.
 - Upon your arrival and during your priority check-in, the credit/debit/prepaid card indicated at the reservation process will be permanently charged with the Total Reservation Value.
 - A free cancellation or amendment of your booking is possible if completed at least thirty one (31) days prior to the scheduled arrival in our Accommodation. Please note that the date you received the Booking Confirmation as well as the date of arrival (check-in) shall not be calculated in the above deadline.
 - In case of, for any reason: (a) late cancellation (pursuant to the deadline specified above), (b) no-show at the scheduled arrival date or (c) early departure from our Accommodation, we shall manage the withheld Total Reservation Value as stipulated in Section A5 hereof.
 - The **"Special Offer"** Reservation Package provides for the booking of a Suite at a special rate and includes (indicatively): breakfast, free wi-fi, a "welcome wine" as well as coffee, tea and water in your Suite. It shall be clarified that, by booking the "Special Offer" Reservation Package, you accept that the credit/debit/prepaid card indicated at the reservation process, may be charged with the Total Reservation Value any time after the receipt of the Booking Confirmation. Furthermore, the Total Reservation Value can by no means be returned (except for the objective reasons giving rise to a "Force Majeure" event, pursuant to Article D6 hereof). Upon receipt of the Booking Confirmation, any amendment of the booking shall be subject to charges.
- "Ancillary Services"**: All services included in the Nightly Rate. Ancillary Services vary, depending on the Reservation Package of your choice. Since the offered Ancillary Services may be amended in the course of time, it should be noted that the currently offered Ancillary Services are those indicated in the booking section of our Website at the time of completion of your reservation.
- "Client"** or **"You"**: you, our counterparty in the Hotel Services Agreement and/or the visitor of our Website.
- "Suite"** or **"Suites"** (accordingly): each of the ten (10) autonomous rooms, exclusively used by you during your stay at the Accommodation.
- "Hotel Services Agreement"** or **"Agreement"**: the agreement concluded between us and you, for the provision of services of the former. The Agreement is governed by Articles of Section B and D of the Terms hereof.
- "Total Reservation Value"**: the total amount you shall pay at the completion of your booking for: (a) your stay in our Accommodation, (b) the provision of the Ancillary Services and (c) any Additional Services you have requested. The Total Reservation Value varies, depending on the Reservation Package of your choice and changes if you choose the provision of one or more Additional Services.
- "Tourism Fee"** is the fee imposed per overnight stay in our Suites, under the existing Greek legal framework, and it shall be paid upon arrival, while completing the check-in.
- "Services"**: is the sum of Services we undertake to provide in the framework of the Hotel Services Agreement. The Services include: (a) first and foremost, the exclusive use of one or more Suites, (b) all Ancillary Services included in the Reservation Package of your choice, and (c) all Additional Services you may request.

A3. How can I book a Suite through the Website?

To book one or more Suites via the Website, you must follow the procedure below: (a) Enter into our Website. (b) Select the box marked "Book Online" located on the homepage of our Website, and then you get redirected to the booking website, where you can find the Rate Calendar. (c) Next, select the date of your arrival at our Accommodation, the number of nights, the number of Suites ("Villas"), the number of adult visitors, as well as the number of minors and infants and select the "Search" box. (d) Then, our Suites available for accommodation are displayed as well as the Total Reservation Value for each of them, which is different for each Reservation Package. (e) Select the Suite of your choice, as well as one of the offered Reservation Packages ("Special Offer" or "VIP Rate", respectively), and select the "Reservation" box. (f) Then, you get redirected to the website where you enter: (a) your personal information (country of origin, name, surname, e-mail address, telephone number), (b) your credit/debit/prepaid card number (we accept VISA, MASTERCARD,

MASTERCARD Maestro, AMERICAN EXPRESS, UnionPay cards), its expiration date, cardholder name, and CVC code. (g) Also, on the same website, we can offer you, as an option, some Additional Services (such as your transfer from and to Santorini Airport, personalized welcome packages in our Accommodation, etc.). (h) Below, there is a field where you can submit some of your further personal information (postal address, city/region, the Prefecture or State of origin, Postal Code, the company/organization to which you belong, the purpose of your trip), and there is also a blank field, where you can give us special instructions or requests. Completing this field is optional and aims to serve you better and in a more personalized way. We shall do our best to satisfy these special needs. However, please note that this depends on our availability. (i) Furthermore, on the same website on your right, there is a summary of the Services that we are going to provide during your stay in our Accommodation, according to the Reservation Package you have selected, while below the Total Reservation Value is displayed in bold ("Total Reservation Amount"). (j) Just below, you are invited to accept our Terms and Conditions and our Privacy Policy regarding the protection of your Personal Data. The non-acceptance of our Terms and Conditions and our Privacy Policy shall result in you not being able to complete your reservation. As a result, it becomes impossible for us to enter into a Hotel Services Agreement. (k) After accepting our Terms and Conditions and our Privacy Policy (provided you agree with them), select the "Accept & Book" field. (l) From our side, we shall check the validity of your credit/debit/prepaid card, and then we shall send you the Booking Confirmation to the e-mail address you have indicated, within three (3) days from the submission of your reservation request or, if there is a significant reason, as soon as possible (subject to the provisions of Article B.1.2. of the Terms). (m) We shall charge the Total Reservation Value, within the deadline stated in the Booking Confirmation (depending on your Reservation Package) and, in any case, until you depart from the Accommodation. We emphasize that any bank charges that may arise during the payment of the Total Reservation Value and the Tourism Fee are borne exclusively by you so that the final amount we collect corresponds to the amount of the Total Reservation Value and the current Tourism Fee. (n) Please note that if you receive any Additional Services during your stay at the Accommodation (other than those included in the Total Reservation Value), you shall be charged according to the price list provided in the form inside your Suite. You can pay the Additional Service, either in cash (taking into account the respective legal restrictions) or through your credit/debit/prepaid card, upon completion of the service or your departure from our Accommodation (check-out).

A3.1. Payment of the Total Reservation Value through bank transfer.

We provide you with the opportunity to repay the Total Reservation Value also through a bank transfer. In such a case, you should: (i) contact us, so that: (a) we can announce you the IBAN of our bank account, (b) give us your details, and (c) indicate the Suite you wish, clarifying which Reservation Package you have chosen, so that we can send you the Booking Confirmation. (ii) Then, you should pay the Total Reservation Value at least thirty-one (31) days prior to your scheduled arrival at the Accommodation, if you have selected the "VIP Rate" Reservation Package or the same day, if you have selected the "Special Offer" Booking Package. You should note that any costs incurred during this transfer are borne solely by you. Only after you have paid the Total Reservation Value on time and in full, we shall send you the Booking Confirmation at your email address. Therefore, if you do not make this payment promptly, it shall not be possible for us to enter into a Hotel Services Agreement. We emphasize that this subsection (A3.1) contains more specific content than our other Terms. Consequently, if you choose bank transfer as a method of repayment of the Total Reservation Value, this subsection shall be applied, and, in case of contradiction with the Terms, the terms of this subsection (A3.1) shall prevail. With the prejudice of the above, the Terms shall remain fully in force.

A4. Your stay in our Accommodation.

- On the date of your scheduled arrival, you must have your identity card (if you are a resident of the European Union), or your passport (in any other case), as well as the credit/debit/prepaid card you indicated during the reservation process. Please note that if you do not show us the above card, we shall refund the Total Reservation Value on this card, and you shall have to re-pay it via a new credit/debit/prepaid card. Otherwise, you won't be able to complete your check-in. Then, we shall deliver your Suite (along with its key), not earlier than two o'clock in the evening (14:00).
- After the completion of your check-in, you shall be able to use (except for the Suite) all the common areas of the Accommodation intended for our guests. Please note, however, that no more individuals may stay in the Suite than what you have indicated to us at the time of your booking unless you notify us promptly (at least three days before your arrival), and provided that this is objectively possible, based on the specifications of your Suite and the availability of our Accommodation. In any case, we will make every effort to serve you.
- On the date of your departure, you must evacuate your Suite and hand us its key no later than eleven o'clock in the morning (11:00 a.m.). Otherwise, you shall have to pay additional charges, as specified in Articles B.2.4, B.2.5., and B.2.6.

A5. Booking Cancellation - No show - Early departure.

Our policy for a booking cancellation or no-show at our Accommodation on the due date varies, depending on the Reservation Package you have selected.

- If you have chosen the "VIP Rate" Reservation Package, then:** (a) up to thirty-one (31) days prior to your arrival you can cancel your reservation free of charge, without invoking any reason. The above deadline does not include the date you received the Booking Confirmation, as well as the date of your check-in. We shall refund you the total amount we received from you within fourteen (14) days unless there is a significant reason, so we shall make every effort to refund you as soon as possible. (b) Please note that we may delay to refund you for reasons beyond our control (e.g., due to procedural obstacles from the banking institutions involved). We shall execute the above return using the same payment method you used for the original transaction. In any case, we shall make every effort not to charge you with any additional costs for the refund (without prejudice to any discrepancy that may arise due to the exchange rate). (c) Also, up to thirty-one (31) days before your arrival, you can modify your reservation without any additional charge. However, you should keep in mind that there may not be a Suite available on the new dates, and, therefore, we may not be able to serve you. (d) If you cancel your reservation within thirty-one (31) days of your scheduled arrival, and this cancellation is due to any reason (except for an objective and proven Force Majeure Event, as defined in Article D.6.), we shall charge you with the Total Reservation Value (excluding the value of the Additional Services). (e) If you do not cancel your reservation in time and you do not show up on the scheduled arrival date (as specifically provided for in the Booking Confirmation), you shall be charged with the Total Reservation Value (excluding the value of the Additional Services). (f) If you leave the Accommodation before your scheduled departure date, without invoking any objective and proven Force Majeure Event (as defined in Article D.6.), we shall charge you the Total Reservation Value as long as the value of any other Additional Service you received.
- If you have selected the "Special Offer" Booking Package, then:** (a) given that the Nightly Rate offered in this Reservation Package is highly preferential, if you cancel your reservation at any time, after receiving the Booking Confirmation for any reason (except for an objective and proven Force Majeure Event, as defined in Article D.6.), you shall not be entitled to a refund. Also, after receiving the Booking Confirmation, it is impossible to modify your reservation, for any reason. (b) If you leave the Accommodation before your scheduled departure date, without invoking any objective and proven Force Majeure Event (as defined in Article D.6.): (i) you shall not be entitled to any refund, (ii) and you shall be bound to repay the value of any other Additional Service you received.

A6. Our commitments, in case of overbooking.

- We make every effort to serve you in the best possible way. However, there may be an error in our information systems that can lead to the "overbooking" phenomenon; that is, we are likely to unwillingly accept more than one booking requests for the same Suite and the same dates.
- In such a case, we shall undertake, at our own expense, to provide you with another Suite, in another hotel on our island, of the same or superior attributes as the Suite you had booked, with the same Services as the ones you selected. We shall also take care of your transfer to the other hotel without charging you.
- In case we fail to provide you with a stay having the above specifications, then we shall offer you the right to visit our Accommodation, for the same number of nights, and enjoy the same Services, like the ones you had chosen, on dates of your choice (Open Voucher). You may use your Open Voucher within twelve (12) months from the time of your scheduled departure. If you do not wish to use the Open Voucher, we shall refund you the Total Reservation Value to the credit/debit/prepaid card you indicated, without charging you (without prejudice to any discrepancies that may arise due to exchange rate). The above refund shall be executed within fourteen (14) calendar days unless a significant reason occurs, so we shall try to refund you as soon as possible.
- However, if we provide you with a stay of the same or higher specifications in another hotel, and you refuse it, we do not bear any responsibility. In such a case, the provisions of Article A.5. shall apply proportionally (regarding your no-show at our Accommodation).

B. HOTEL SERVICES AGREEMENT.

Article 1. Subject of the Agreement.

- According to this Hotel Services Agreement, we undertake to provide you with the Services, against the Total Reservation Value, under the terms and conditions set out in sections B and D of the Terms, respectively.
- Please note that we are entitled to reject your booking request if any significant reason occurs (such as, indicatively, if the credit/debit/prepaid card you indicated is not valid, or has expired, or does not have sufficient balance, etc.). In this case, we shall inform you as soon as possible.

Article 2. The Services' Rate.

- The total rate of the Services is, in principle, equal to the Total Reservation Value, in addition to the current Tourism Fee. The value of the Services may vary depending on: (a) the time you proceed with your booking, (b) the dates you wish to visit the Accommodation, (c) the type of Suite, (d) the Reservation Package, (e) any Additional Services you may choose. Therefore, please be very careful, because the financial burden you shall incur, is the one calculated on our Website during the booking process, and does not include any Additional Services you may choose during your stay in the Accommodation. You may pay these Additional Services either upon completion of the respective service or during your departure from the Accommodation (check-out).
- The Services' rate includes all taxes (VAT, etc.), fees, and other deductions, but excludes the Tourism Fee.
- You shall be charged the Nightly Rate in full for the day of your arrival at the Accommodation, regardless of the time you arrive. Respectively, you shall not be charged for the day of your departure unless you evacuate your Suite after eleven o'clock in the morning (11:00 a.m.). In such a case, the next term (2.2.4.) shall apply.
- If you fail to evacuate and deliver your Suite (along with its key) by eleven o'clock in the morning (11 a.m.) of the date of your scheduled departure but deliver it by six o'clock in the afternoon (18:00) of the same day, we shall charge you half of the Nightly Rate.
- If on the date of your scheduled departure from the Accommodation, you evacuate and deliver your Suite (along with its key) after six o'clock in the afternoon of the same day (18:00), then you shall be charged the total Nightly Rate.
- Upon your departure (check-out), further charges may incur, regarding (a) each Additional Service you received and did not pay upon its completion and/or (b) the early evacuation of your Suite, as mentioned above. You may pay the above charges either in cash (taking into account the relevant legal restrictions) or through your credit/debit/prepaid card.

Article 3. Term of the Agreement.

The Hotel Services Agreement has a fixed term. It starts on the date you receive in your e-mail account the Booking Confirmation and expires on the date of your departure from the Accommodation.

Article 4. The Parties' Obligations.

- You are obliged: (a) upon arrival to (i) show your ID card (if you are a resident of the European Union) or your passport (in any other case), as well as the credit/debit/prepaid card you indicated at the reservation process and (ii) sign all the necessary documents to identify your data and complete the check-in process, (b) to be polite to the staff of our Accommodation, and other visitors, respecting the local good manners, (c) to keep your Suite clean and be careful, so as not to cause any material damage to the Accommodation or our other guests, (d) not to prepare meals or drinks in the Suite, except for the decoctions provided in your Reservation Package, (e) not to place flammable or other hazardous or harmful materials in any area of the Accommodation, (f) not to wash your clothes inside the Suite, but contact the Directorate of Accommodation for this purpose, (g) not to store luggage and personal items outside the Suite, (h) to be sure to store your valuable objects exclusively in the safe located in your Suite, (i) not to make noise and take care to adequately supervise your minors to avoid the inconvenience of our other guests, as well as the residents of the adjacent buildings, (j) not to commit any illegal act under Greek law, including gambling, (k) not to withhold and/or remove from your Suite and/or the Accommodation any object not belonging to you, (l) to accept visitors only in the common areas of our Accommodation and never within your Suite, (m) not to bring your pets along, as there is no space designed especially for their hospitality, (n) to maintain your Suite for the agreed duration, as specified in the Booking Confirmation - otherwise, the provisions of Article A.5. shall apply, (o) to evacuate and deliver your Suite, along with its key, in excellent condition, on the day of your departure, (p) to pay the Total Reservation Value, the current Tourism Fee, the amount corresponding to each Additional Service you received during your stay, and any charge arose regarding your non-timely Suite evacuation, according to the provisions of Articles B.2.4., B.2.5., and B.2.6.
- We are obliged: (a) not to reject a booking request, unless a significant reason occurs, (b) to offer you hospitality, unless a significant reason occurs, (especially relating to the orderliness, safety, or hygiene of our Accommodation), (c) to grant you the use of your Suite for the entire agreed period, as specified in the Booking Confirmation, (d) to guarantee your Suite and the Services provided have all the properties and attributes described in the Booking Confirmation, (e) to ensure, in case of overbooking, your stay in another hotel on our island, and a room of the same or higher specifications than your Suite, and with the same Services as the ones you had selected, without charging you, (f) to respond to all your requests and complaints within three (3) days (or within a reasonable time, if extraordinary circumstances occur).

Article 5. Termination of the Agreement.

- You have the right to terminate the Hotel Services Agreement with immediate effect, due to a significant reason, upon your arrival at the Accommodation. As "Significant Reason" is considered the proven and objective Force Majeure Event, as defined in Article D.6, as well as our breach of the Terms, due to fraud or gross negligence. However, if you terminate the Hotel Services Agreement, you shall not be entitled to any kind of compensation, to the extent that the applicable Greek law permits it.
- We have the right to terminate the Hotel Services Agreement with an immediate effect, due to a significant reason, and ask you to compensate us for any damage we may suffer (including our indirect loss and non-material damage). A "Significant Reason" may indicatively be, the violation of these Terms, or the Greek legislation, or our reasonable opinion that upon your arrival, you are in a state of intoxication, illness, etc.
- In case the Hotel Services Agreement is terminated because of your fault, we shall have the right to withhold any amount we received from you (in addition to and regardless of any other rights provided by the applicable law). You shall not be entitled to any refund, for whatever reason, respectively.
- In case of termination of the Hotel Services Agreement, for any reason, you must immediately evacuate your Suite and hand it over to us, along with its key, in the same excellent condition as it had when you received it. Otherwise, the provisions of Articles B.2.5 and B.2.6 shall apply, depending on the Reservation Package you have selected.

Article 6. Power of Rescission.

- You may withdraw from the Hotel Services Agreement per the provisions of Section A5 for the cancellation of your reservation. The deadline for exercising the right of withdrawal starts the next day from the day you received the Booking Confirmation.
- You must exercise the right of withdrawal (a) by using the form posted on the Website, in the field: <https://www.elysian-santorini.com/contact/>, or (b) by sending us an e-mail to elysian.santorini@gmail.com. For any further information, you may call us on +30 22860 71434.

C. THE USE OF OUR WEBSITE.

Article 1. Your Personal Data and your visits to the Website.

The information and personal data that you submit through the Website are subject to processing, based on our Personal Data Protection Policy. The use of the Website presupposes that you accept the processing of such information and data by us and that all information and data you submit is true and accurate.

Article 2. The Use of our Website.

By using the Website, in any way, you undertake the obligation: (a) not to make false or fraudulent statements, (b) to provide us with true and accurate information. You also agree that we may use this information to contact you, if necessary, (c) not to edit, store, or exploit the Website and its contents, in any way. In particular, the Website or Software copying, mechanical reversing, reverse-engineering, disassembly, translation, decompilation, layout, framing, mirroring, creation of derivative works, and/or any other transfer, is not permitted unless otherwise provided in the applicable law. Also, you are not allowed to use the Website or the Software, in violation of the current legislation (including Personal Data Protection Law). It is also forbidden to post and/or announce the Software on a server accessible through a public network, such as the Internet, in a way that allows any unauthorized third party to copy it. Furthermore, it is prohibited to bypass any protection mechanism, or to deactivate the Software (or any part of it), or to grant, transfer, distribute, lend, use, lease, or make it available to the public, in any way. Moreover, you are not permitted to remove any copyright information and/or our trademarks, or any other intellectual or industrial property rights we own (or owned by third parties who have granted us the license to use them), (d) to inform us, by any appropriate means, if you notice any unauthorized use, storage, processing, or exploitation of the Software or the Website or their content.

Article 3. Viruses, Piracy and Other Electronic Crimes.

- It is forbidden to misuse the Website, or transmit viruses on purpose or "Trojan horses" or "worms" and any other malware, or materials that are malicious or technologically harmful. You may not attempt to get unauthorized access to the Website and its server, or any different server, computer, or database, associated with the Website. You also undertake the obligation not to make any denial of service attack or distributed denial of service attack.
- The violation of this obligation may constitute a criminal offense under applicable law. Any such breach will be reported to the competent prosecuting authorities, with whom we will cooperate, to reveal the identity of the electronic offender. Similarly, in the event of such a breach, your right to use the Website will be terminated immediately.
- You access the Website at your own risk, using your technical means and equipment. You also acknowledge that we grant you the use of the Website as is. Consequently, we are not responsible for any loss or damage

caused by any denial of service, viruses, or any other malicious software, or technologically harmful material that may attack your computer, its components, or data.

Article 4. Our Website Information.

- The Website is the most authoritative source of information related to the Accommodation. Therefore, if you would like to be informed about the properties and benefits of our Accommodation, we would recommend that you visit the Website. If you have any queries, we are always at your disposal to resolve them. Hence, we urge you to contact us if you need any clarification and do not trust the information of third parties, or persons not authorized by us, as we cannot guarantee their validity and accuracy. Therefore, we bear no responsibility in case you are pushed into any act or omission or suffer any damage or loss based on third party information.
- We make every reasonable effort to ensure that the content of the Website related to our Accommodation and Services is accurate, valid, and precise. However, you are solely responsible for the assessment and use of such information. Taking any decisions considering this information is your sole responsibility, and we are not obliged to indemnify any relevant damages you may suffer.

Article 5. Third party links on our Website.

The Website may contain links to other websites and sources provided by third parties. These links are for informational purposes only, and the content of such sites or websites or sources is in no way under our control. What's more, we don't encourage you, in any way, to visit these sites and take any action or transaction with financial (or any other content). Therefore, we bear no responsibility for any loss or damage that may be caused by your use of these links. Regarding the terms of use of these sites, you should contact their administrators, as they are in no way related to us or controlled by us.

D. GENERAL PROVISIONS.

Article 1. Data Protection.

We recognize the importance of protecting your privacy. You may find detailed information about the protection of your data and your rights in our Personal Data Protection Policy, published in the field of our Website: https://www.elysian-santorini.com/wp-content/uploads/2019/01/Privacy_policy_el.pdf.

Article 2. Intellectual and Industrial Property.

- All industrial and intellectual property rights related to the content of the Website (our brand name and distinctive title, trademarks and other distinctive features, texts, photographs, videos, information, data, names, and descriptions of our services, the interface, the presentation, and the way of structuring the Website), belong to us, or to those who grant us their license (excluding the protected third party rights). The use of this material is permitted only to the extent explicitly approved by us or our licensors.
- Without prejudice to the above, copying, reproduction, sale, transmission, storage, issuance, deletion, republishing, processing or exploitation in any way, and any general action or material action subject to rights of our intellectual and industrial property, without our prior written consent.

Article 3. Liability.

- In addition to the provisions of Articles D4 and D5, we note that we are not responsible for any damage or delay you may incur, resulting from your non-compliance with applicable law and these Terms. To the extent permitted by applicable law, our liability is limited to the amount that corresponds to the Total Reservation Value and covers only direct damages, not indirect damages (lost profits).
- You are obliged to compensate us for any direct or indirect damages we may suffer (including non-material damage), deriving from your act or omission, or the act or omission of your minors, your service staff, your assistants, and/or your visitors.

Article 4. Notifications.

- We may communicate by any appropriate means. From our part, we shall contact you, in principle, via e-mail, telephone, or through the Website.
- Each notice addressed to you, shall be deemed received, as soon as it is posted on our Website or after twenty-four (24) hours, in case sending an e-mail.
- Sufficient proof of delivery shall be the sending to the e-mail address you indicated during the booking process.

Article 5. Rights and Obligations Transfer.

It is prohibited to transfer, in whole or in part, any of your rights or obligations arising from the Hotel Services Agreement, without our prior written consent. However, we reserve the right to transfer at any time, in whole or in part, any rights or obligations arising from the Hotel Services Agreement by sending you written notice (your consent is not required).

Article 6. Force Majeure.

- "Force Majeure Event" means an event exceeding the will and realm of influence of the Parties, unable to be prevented by measures of diligence and prudence, such as earthquake, fire, flood, war, epidemics, strikes, catastrophes, natural disasters, terrorism, disruption of public transport, compliance with state, police, health, market and port authorities, compliance with a judicial or arbitral decision, amendment of applicable law, problems or technical malfunctions of networks or lines, or online computer systems.
- In case of non-compliance with our obligations derived from the Terms, due to Force Majeure, we shall bear no responsibility. However, we shall make every effort to inform you as soon as possible and shall try to find the best way to serve you. However, if the execution of the Hotel Services Provision Agreement becomes impossible, the provisions of article A.6.3 shall apply proportionally.
- In case you are affected by a Force Majeure Event, and that enforces you to terminate the Hotel Services Agreement, you must notify us promptly in writing and send us all available proof, which certifies: (a) the occurrence and nature of this event and (b) that its duration shall obligate you to cancel your trip to our Accommodation. From our side, we shall assess this information as soon as possible and inform you if the incidents you invoke constitute an objective Force Majeure Event. In such a case, the provisions of Article A.6.3 shall apply, mutatis mutandis. If we reasonably consider that the incidents you invoke are incomplete or unproven, or do not objectively constitute a Force Majeure Event, then you shall be fully liable for any non-compliance with these Terms. Therefore, you may either abide by the Hotel Services Agreement, either request its termination, in which case the provisions of Article B.5.3 shall apply.
- This Article applies to each Force Majeure Event unless extraordinary circumstances occur, such as a statutory provision, which shall compel us to act differently, e.g., if a Force Majeure Event (such as pandemic) affects a wide geographic area. In this case, we shall publish special terms to our Website to inform you how we shall handle this event, and these special terms shall prevail over the present Terms. From your part, you must: (a) visit our Website to be informed about our special terms, (b) or contact us to guide you further.

Article 7. Requests and Complaints Management.

We are always willing to listen to every complaint and satisfy every request you may have. You can submit your complaints/requests (a) via letter to our Accommodation's address (Elysian Santorini, Oia, Santorini, PC 84702), (b) via e-mail to the form posted on the Website, at the field: <https://www.elysian-santorini.com/contact/>, (c) via email to elysian.santorini@gmail.com, (d) via telephone at +30 22860 71434. We are committed to responding reasonably to your complaints and requests. You can expect our response within three (3) days of our receiving a complaint/request (unless there is a specific and unpredictable reason hindering us respond in time, so we shall answer you as soon as possible).

Article 8. Miscellaneous.

- By accepting the Terms, you guarantee that you are at least eighteen (18) years old and that you have the legal capacity to enter into binding contracts.
- Our failure to exercise any of our rights under this Agreement shall not constitute a waiver of such rights. Respectively, our waiver from a specific claim shall not constitute a waiver from any future similar claim. No waiver of our rights shall be considered valid unless it is in writing.
- If any Term becomes void, for whatever reason, this doesn't affect the validity of the remaining Terms, which shall continue to be binding at their valid part.
- These Terms set forth our entire agreement and supersede all prior agreements, arrangements, and understandings, oral or written, between us on the subject matter hereof. However, if special terms are agreed between us in writing, or a significant reason occurs, forcing us to publish special terms on our Website, and a contradiction arises between the specific terms and these Terms, the specific terms shall prevail.
- You acknowledge that you have not relied on any of our statements, commitments, or promises to enter into the Hotel Services Agreement.
- We reserve the right to amend the Terms at any time if a significant reason occurs, such as change of applicable law, our compliance with a judicial or arbitral decision, a Force Majeure Event, etc. At the time you submit a request for a reservation to our Accommodation or use our Website in any way, you are subject to our current policies and Terms unless any amendments to these Terms have become mandatory retroactively.
- These Terms were compiled in Greek and then translated into English. Consequently, in case of contradiction between the Greek and the English text, the Greek version will prevail.
- These Terms are governed by Greek law. We shall make every endeavor to resolve amicably any disputes, or disagreements, regarding the interpretation, validity, or compliance with the Terms. If any dispute arises between us, you can contact the local Amicable Settlement Committee, the Consumer Ombudsman, or any other body provided by the Greek legislation, competent for an amicable out-of-court settlement (including Mediation). If no out-of-court agreement is reached, the courts of Athens have the exclusive jurisdiction for resolving all our disputes. The applicable law is Greek.