

## ***TERMS AND CONDITIONS FOR USING THE WEBSITE***

Any use by you of the website operated by the company “Ouzo Plomari Isidoros Arvanitis Distillery S.A.” and its affiliates at the address [www.mdrymastiha.gr](http://www.mdrymastiha.gr) (“the Website”) is conditional upon the acceptance of these Terms and Conditions, including the Statement concerning Data Protection and the Use of Cookies (jointly the “Terms and Conditions”).

We reserve the right to amend these Terms and Conditions from time to time without prior notice and at our discretion. It is your responsibility to visit this page from time to time for updates, which shall come into effect once posted.

By using this Website you accept the Terms and Conditions. We reserve the right to alter, amend, suspend or stop any part, feature or content of the Website at any time. We also may set limits to certain features or restrict your access to the Website fully or partially, without notice or any responsibility on our part.

The Website is intended to be used by you only if you have reached the statutory age for purchasing alcohol in your place of residence and the country from which you access the Website. If you do not belong in this category, you may be breaching the law or the regulations which apply in your country of residence or access, and, as a result, you must immediately exit the Website.

You may restrict access to this Website by using a filter software or changing the settings of your computer (e.g. the browser or the operating system), as the case may be.

IF YOU DO NOT ACCEPT FULLY THESE TERMS AND CONDITIONS, PLEASE EXIT THIS WEBSITE.

### **1. Rights**

All rights on the material and the content of the Website, including, but not limited to, text, images, web pages, sound, software, the linking and structure code of the Website, the videos and, in particular, their look and feel, design and dubbing, are owned by us or used by us under license. It is agreed that the use of this material and/or content is permitted only as provided by these Terms and Conditions.

### **2. Intellectual Property**

Unless otherwise provided, we are the owner and/or authorized user of all trademarks, service marks, design marks, patents, copyrights, database rights and other intellectual property rights (collectively, the “Intellectual Property”) which appear or are contained in the Website. **Excluding** the cases stated in these Terms and Conditions, the use of this Website by you does not grant you any right, title, interest or license to any such intellectual property which you may access through the Website. Except as provided in these Terms and Conditions, any use or reproduction of the Intellectual Property is prohibited.

### **3. Restrictions of Use**

Except as expressly permitted by law or as otherwise expressly authorized in writing by us or our competent licensors, you are not entitled to reproduce, transmit, license, sell, publicly perform, distribute, adapt, translate, modify, bundle, merge, share or otherwise make available to any person, or create derivative works of all or any part of the material or content which is available on this Website or use same for commercial purposes.

#### **4. Terms of Use and Acceptable Use Policy for Public Forums**

The Website may include interactive services, including discussion groups, news exchange groups, bulletins, chat rooms, blogs and other social media features, such as Linked Content from Interfacing Sites, in which you may be allowed to post, transmit or submit information, including, indicatively, text, images, depictions, sound and video recordings (the "Posts").

We may monitor actively the Posts at the Public Forums. In a similar manner, we may carry out editing checks in the Posts at the Public Forums. At the Public Forums you may be exposed to content which is inaccurate, fraudulent or misleading or content which you may find offensive or questionable. You are responsible for using the Public Forums.

We reserve the right, without being obliged, to monitor the Public Forums, to remove or amend any Posts which we may find, at our absolute discretion, that they abuse these rules. We may restrict, suspend or stop any use of these services or the Website by you in the event where we find, at our absolute discretion, that there has been such misuse or abuse.

The following examples constitute misuse or abuse of the Website:

- using the Website for inappropriate, illegal or immoral purposes,
- nuisance caused by your use of the Website or jeopardizing or impeding the operation of the Website,
- using the Website to create, host or transmit (through a Public Forum or otherwise) defamatory, offensive or obscene material or participating in activities which may offend third parties in relation to race, religion, beliefs or gender,
- using the Website to cause harm or attempt to cause harm to minors in any manner whatsoever,
- using the Website to create, host or transmit material which threatens or endorses bodily harm or destruction of property or which would constitute a criminal offence or give rise to civil liability,
- using the Website to create, host or transmit material which infringes the copyright, trademarks, patents, trade secrets, privacy, advertisement or any other intellectual property or property rights of third parties,
- using the Website to create, host or transmit unsolicited material to other users,
- using the Website to create, host or transmit material which harasses third parties,
- using the Website to make false, misleading, deceptive or fraudulent offers to sell or purchase products, goods or to send chain mail or pyramid schemes e.t.c.,
- to add, remove or amend identification information of a network header or copyright management information, including writers' names, publication dates or names of copyright clearance offices in an attempt to deceive or mislead,
- using the Website to access or attempt to access accounts of third parties or to breach or attempt to breach security measures, computer software, material devices, electronic communication systems or telecommunication systems owned by us or third parties,
- using the Website to collect or attempt to collect personal data of third parties without their knowledge or consent, or to receive data from screens or databases or any other activity with the purpose to receive user lists or other data,
- using the website for any activity which affects adversely the ability of other persons or systems to use the services or the Internet in general, including, indicatively, flooding incidents and hacker attacks.

- reselling or redistributing Intellectual Property material which is provided by us without our prior consent or misusing the identity of any person or entity or using a fake name which you are not authorized to use.
- encouraging, tolerating or glamorising alcohol consumption by minors, drink-driving or excessive consumption of alcohol beverages,
- disclosing personal information about yourself or other parties (e.g. telephone number, address or any other information which may result in the identification of a person or such person's contact details), and
- breaching the terms of use pertaining to Interfacing Sites.

The aforementioned cases constitute an indicative and not exhaustive list of unacceptable uses of the Website or the Public Forums which may result in the restriction, suspension or termination of use of the Website or the Public Forums. Given the global nature of the Internet, the users hereby agree that they will comply with all national rules concerning internet behaviour and acceptable content. The users also agree that they will comply with the rules on the export of data in force from any country.

Any Posts you will make will not be considered confidential or secret. You must not include in your Posts any personal information about yourself or any third party which may lead to your identification. We reserve the right, without being obliged, to remove Posts which contain such information. We are not responsible for any use or abuse of information or data, including any personal information you publish on the Public Forums.

You state and guarantee that the Posts you make are your own original texts, that they do not infringe any intellectual property rights of third parties, do not constitute lewd, obscene, offensive, malicious, prejudiced, defamatory or illegal material, that no third party has any rights thereon, as well as that you are granting to us a free, unlimited, global, perpetual, irrevocable, non-exclusive and fully transferable right to assign and sublease, as well as a license to use, copy, reproduce, amend, adapt, publish, translate, create derivative works of, distribute, perform and show these Posts (in their entirety or any part thereof) and/or incorporate same in other works in any form, by any means or technology which is already known or may be developed later for publishing, promotional, commercial, non-commercial or other purposes.

We are not responsible to keep your Posts and we have the right to remove or destroy them at any time.

ANY CONTENT, INFORMATION OR MATERIAL PUBLISHED BY THE USERS ON PUBLIC FORUMS IS NOT ENDORSED BY US. IT IS YOUR RESPONSIBILITY TO EVALUATE AND CONFIRM THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHER USERS OR THROUGH PUBLIC FORUMS.

The opinions expressed on the Public Forums do not necessarily represent ours. Any statements, advice and opinions stated by participants reflect solely their own views. We are not responsible for any statement, advice, opinion or other content or material published on the Public Forums. You shall hold us harmless from any demand or claim of any kind, known or unknown, in any manner they might arise or otherwise be related to a dispute with other users of the Website.

## **5. Interfacing Sites**

You acknowledge and agree that we are not responsible for the content ("Linked Content") of third-party websites (the "Interfacing Sites") with which you or we connect

through the Website or which appear on the Website through an application programming interface or otherwise.

We do not host or store Linked Content. The appearance of Linked Content or the posting of links to Interfacing Sites does not constitute approval by us or correlation of such Linked Content, Interfacing Sites or products or advertising or other material presented on such sites with us. You acknowledge and agree that we bear no responsibility or liability, directly or indirectly, for any harm, damage or costs which may actually or allegedly result from the use of any content, goods or services available to such Interfacing Sites by you.

In order for you to be able to use certain functional features of the Website, you may be requested to create an account in Interfacing Sites with a user name and a password. Given the fact that these websites are not affiliated with us, we are not responsible for the user name, the password or any other information which may be collected by said websites. In addition, we will never request you to disclose your password for the Linked Websites to us. If you are not able to create an account in the Interfacing Sites for any reason, you may not be able to make full use of the functional features of this Website.

In addition to these Terms & Conditions, the Linked Content appearing on our Website and your own rights are subject to the applicable terms of use which are stated in the Interfacing Site.

#### **6. Material submitted by you**

Unless expressly requested, we do not request or wish to receive from you any confidential, secret or private information or other material through the Website or any service of the website, via e-mail or otherwise. Any information or material you submit without being expressly requested to do so by us is considered non-confidential. It is agreed that any information or material you submit on the Website, whether it consists of opinions, creative ideas or any other material in any form (including, indicatively, text, images, depictions, sound or video recordings) may be used, reproduced and disclosed by us without limitation for such purposes as we think fit and without making any payment or mention of your name as the source of origin of such information or material. Furthermore, you guarantee that the creators of the material have irrevocably waived any moral right they may have on the published material.

WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF ANY USE OR DISCLOSURE OF THIS MATERIAL BY US TO THE EXTENT PERMITTED BY LAW.

This provision does not affect any rights you may have under personal data protection laws or any similar privacy laws to the extent that such rights cannot be waived or excluded.

#### **7. Accounts and Security**

We may permit you to create an account with a user name and a password in order for you to be able to visit and use certain areas of the Website, the Public Forums and other services.

You are allowed to create an account only if you have reached the statutory age for purchasing alcohol in your place of residence and the country from which you access the Website. You must provide us with accurate account information. You are responsible for keeping the password of your account strictly confidential and you are responsible for all activity carried out through the use of your account and password.

You agree that:

- 7.1. you will notify us immediately of any unauthorized use of your password or account or any other security breach and
- 7.2. you will definitely log off from your account after using it. You are solely responsible for checking the disclosure and use of your password, checking the access and use of your account as well as for notifying us when you wish to deactivate your account. We are not responsible for any loss or damage which may result from your failure to comply with this provision.

## **8. No warranties**

THIS WEBSITE IS PROVIDED "AS IS" AND YOU USE IT ON YOUR OWN RESPONSIBILITY. TO THE GREATEST EXTENT PERMITTED BY LAW, WE AND OUR EXECUTIVES, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES AND OUR SUCCESSORS AND ASSIGNS DISCLAIM ALL EXPRESS AND TACIT WARRANTIES, INCLUDING, INDICATIVELY, WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A SPECIFIC PURPOSE, ENFORCEMENT, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT GUARANTEE THAT THIS WEBSITE DOES NOT CONTAIN ANY VIRUSES OR THAT IT WILL BE AVAILABLE, ACCESSIBLE, WITHOUT ERRORS OR DOWNTIME OR THAT ITS CONTENT WILL BE ACCURATE. DESPITE THE FACT THAT WE TAKE REASONABLE MEASURES TO SECURE THE WEBSITE, YOU ACKNOWLEDGE THAT THE INTERNET IS NOT A COMPLETELY SAFE MEANS AND WE DO NOT PROVIDE ANY EXPRESS OR TACIT WARRANTY THAT THE INFORMATION OR MATERIAL YOU PUBLISH OR TRANSMIT THROUGH THE INTERNET WILL BE SAFE FROM UNAUTHORIZED ACCESS OR USE. IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE ONLY STEP YOU CAN TAKE IS TO STOP USING IT.

## **9. Goods and third-party services**

WE DO NOT PROVIDE ANY WARRANTIES ABOUT PERSONS, COMPANIES AND OTHER ORGANIZATIONS THE GOODS OR SERVICES OF WHICH ARE AVAILABLE OR APPEAR THROUGH OR ON THIS WEBSITE.

## **10. Your responsibility**

You must always verify the information that appears on the Website by addressing independent authorities before acting or relying on such information. You are solely responsible for using a virus detection software on any material you download from the Website and for ensuring the compatibility of such software with your equipment.

In the event where you provide to us information concerning third parties, you guarantee that you have obtained their consent to disclose the information and that said third parties are aware of and agree to the Statement concerning Data Protection and the Use of Cookies as well as the manner in which such information will be used by us.

## **11. Disclaimer**

TO THE GREATEST EXTENT PERMITTED BY LAW, WE AND OUR EXECUTIVES, DIRECTORS, EMPLOYEES, SERVANTS AND OUR SUCCESSORS AND ASSIGNS HEREBY DISCLAIM ANY LIABILITY FOR ANY LOSS, COST OR DAMAGE (DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE) YOU MAY SUFFER DUE TO THE USE OF THE WEBSITE OR AS A RESULT OF A VIRUS TRANSMITTED THROUGH THIS WEBSITE OR OTHER WEBSITES WHICH YOU HAVE ACCESSED THROUGH THE WEBSITE.

## **12. User information**

In the scope of your use of the Website you may be requested to give us personal information (hereinafter referred to as "User Information"), such as your date of birth. Our policies on the collection and use of information pertaining to Users are stated in the Statement Concerning Data Protection and the Use of Cookies. You acknowledge and agree that you are solely responsible for the accuracy and the content of User Information.

### **13. Indemnity**

You undertake to indemnify us and our executives, directors, servants, employees and representatives for any loss, damage or cost we may suffer or incur as a result of your using the Website, its services and any other information which is accessible through the Website, including information received by Interfacing Sites, or your submitting or transmitting information or material to the Website or Interfacing Sites or through them or your breaching these Terms & Conditions, the terms of use of the Interfacing Sites or any other laws, regulations and rules.

Furthermore, you hereby hold us and our executives, directors, servants, employees and representatives harmless from any claim that might be raised on the basis of the assertion that the information or material you have submitted or will submit to us breaches the law or any third-party rights (including, indicatively, claims for defamation, breach of privacy, breach of confidentiality, infringement of copyright or any other intellectual property rights). We reserve the right to solely defend ourselves and handle any claims that might arise from the reasons stated above as well as any matter in relation to the payment of damages and you hereby agree that you will fully cooperate with us to this end.

### **14. Restriction, Suspension and Termination**

We have the right to restrict, suspend or terminate your access to the Website and/or your ability to make use of the services of the Website, including the interactive services, if we find, at any time, that you have breached these Terms and Conditions. We will proceed to such restriction, suspension or termination reserving all our rights against you in connection with the breach of these Terms and Conditions. Furthermore, we have, at any time, the right to terminate this Website entirely or any sections or features of it.

### **15. Entire Agreement**

These Terms and Conditions, including the Statement concerning Data Protection and the Use of Cookies constitute the entire agreement between you and us in relation to their subject matter and supersede all previous promises, warranties, agreements, statements and arrangements between you and us. To the extent that software is made available through the Website, such software may be subject to a license distributed with or included in the software and you agree to comply with the terms and conditions of such license.

Any failure of our company to exercise or enforce any right or provisions of these Terms and Conditions does not constitute a waiver of such right or provision. If any provision of this Terms and Conditions is held by a competent court to be unenforceable or void, the contracting parties agree that the court must attempt to interpret the will of the contracting parties as reflected in the relevant provision, and that the other provisions of these Terms and Conditions will remain in full force and effect. We have the right, at our absolute discretion, to grant, assign or otherwise transfer, in whole or in part, our rights and obligations which arise out of these Terms and Conditions to any third party/ies at any time.

### **16. Law and Jurisdiction**

These Terms and Conditions, including the Statement concerning Data Protection and the Use of Cookies and any other matter pertaining to the Website is governed by the Greek and EU laws.

The Greek courts shall have exclusive jurisdiction over any legal proceedings which may arise out of or in connection with these Terms and Conditions or in relation to us or any party which is indemnified under these Terms and Conditions and you irrevocably consent to the jurisdiction of these courts.

By visiting and using the services of the website [www.mdrymastiha.gr](http://www.mdrymastiha.gr) you unreservedly accept all the aforementioned Terms and Conditions.