

GENERAL TERMS AND CONDITIONS OF USE AND COOPERATION

These general terms of cooperation ("General Terms"), in combination with the specific terms of cooperation, as applicable, signed separately with each Client (as defined below) at the beginning of their cooperation with the Company ("Specific Terms"), determine the framework of the Company's cooperation with the Clients. The General Terms together with the Specific Terms constitute a single whole and together constitute the "Terms".

By accepting the Company's Services, the Contracted partner accepts the Terms.

The Company may revise these General Terms from time to time. In such case, the relevant amendment to the General Terms will be clearly indicated. The revised version will enter into force at the time of its publication, unless otherwise indicated.

If the revision includes changes that limit or affect the rights of Contracted partners or increase their responsibilities or obligations, then fifteen (15) days before the implementation of the revised version, a relevant notification will be published either on a special page entitled "Updates to General Terms of Policy", or at the beginning of the text of the General Terms, or Contracted partners will be informed by sending e-mails to their declared e-mail addresses.

This deadline will always apply, unless a force majeure event occurs within the meaning of the law, or the Company is required to address an unforeseen and imminent cybersecurity risk.

If you continue to use our Services after any changes to these General Terms become effective, you agree to be bound by those changes.

THE COMPANY

The company with the name " HELA.GR " (the "Company"), or "We " , is a company established and operating under Greek law, headquartered in the Municipality of Amfilochia (Local Community of Sparta - location Kokkala Spiti", with VAT number 802992497 Tax Office of Agrinio, has designed and manages the websites [info @ hela . gr](mailto:info@hela.gr) , hereinafter "the Website") and the

corresponding applications for mobile phones (hereinafter "the Applications"), through which the opportunity is provided to professional users (catering and health establishments, such as, but not limited to, cafes, restaurants, etc., as well as other businesses (hereinafter "the Contracted partner(s)") to make use of the agreed privileges provided by the company either to shopkeepers-operators of businesses, or to subscribers-users of the application-contracted partners of the stores.

, the transaction is facilitated between the store owners, who are contracted with the company " HELA.GR " and the users of the application, who are subscribers of the company "HELA.GR " and at the same time buyers-consumers of the products sold by the business-clients contracted with the company " HELA.GR ".

SUBJECT AND FRAMEWORK OF COOPERATION - SERVICES

By purchasing any digital product or service (hereinafter the "Product") offered by HELA.GR , its subsidiaries or affiliates (collectively the "Company" , "we" or "us"), or by completing any purchase or transaction through our websites, mobile applications or other online platforms (collectively the "Site"), you agree to be bound by these **Terms and Conditions of Sale** (the "Terms of Sale").

The contracted partners reserve the right, at its sole discretion, to verify the identity of the subscriber before processing any age restricted offers. The Company may refuse or cancel any order if it deems it necessary to comply with applicable law or in cases of suspected fraud, misrepresentation or violation of these Terms. Refunds for canceled transactions will be issued, where appropriate, in accordance with these Terms of Sale.

Subject to the relevant laws, refund of the price paid (subscription) is permitted only if:

- **(a)** all the Product remains unused and unredeemed (i.e., no offers or discounts have been used) and the return request is submitted to Contracted partner Service within **30 days** of the date of purchase: or

- **(b)** the Company cancels the order or terminates the subscription at any time and for any reason.

Refunds will be credited to the card (debit or credit) used for the original transaction. Any bank, exchange or other related costs are the sole responsibility of the buyer.

Unless otherwise provided by law, **no refunds are permitted for any HELA product, service or subscription** after purchase has been completed.

The Company undertakes to display and advertise either on its website or in other places, in any form (printing of forms, posting of signs) the name, the object - type of activity (cafeteria, bakery, catering establishment) and the full address of the contracted partner's professional activity, so that subscribers - consumers know the businesses in which they can make use of the privileges of the subscription card issued in their name.

The collection, use of the above data by the Contracted partner or their copying or further forwarding to third parties for any reason other than the execution of the transaction is expressly prohibited, so as not to violate the terms applicable to the protection of personal data based on the General Data Protection Regulation (GDPR).

Contracted partners responsibilities

The Contracted partners must inform the Company without delay via email or telephone of any change made to the menu products, so that the Company can make the necessary changes to its Websites and Applications if required.

The Contracted partners is the responsible company towards the User and the Company for the quality, maintenance, storage and control of the food and products it sells, while, at the same time, it is obliged to restore any positive or consequential damage to the Company, in the event that the User sues the latter or claims compensation from the Company before any Court or any authority, for any reason. The Contracted partners is also responsible for the accuracy of any necessary labels and descriptions regarding the ingredients (including allergens) contained in the products on its menu, in accordance with the provisions of national and European legislation, as applicable.

The Contracted partners, by accepting the Services, simultaneously

declares to the Company that they have been issued by the competent authorities and that he maintains in force all licenses or approvals or certifications required by law for his business, that the products he sells are legal and that he complies with all the requirements of the law regarding them.

Discount Coupons

The Company has the right to issue and periodically make available to Users discount coupons (the "Discount Coupons"). The criteria and time of availability, as well as the value of the Discount Coupons will be decided by the Company at its sole discretion.

User Charges

The Contracted partner must apply to Users the same, and in any case not higher, charges as those offered for orders through the Contracted partner's existing website. The Contracted partner is not prevented from making offers to its contracted partners directly in its store, in addition to the offers agreed with the company " HELA.GR " .

The Company and the Contracted partners have the right not to renew their cooperation at any time only by mutual written agreement.

Also, any of them has the right to not to renew it without cause and without penalty, with prior written notice to the other party and the results will occur upon the expiration of the agreed duration of the contract and until then the Company and the Contracted partner are obliged to fulfill their obligations to each other in full.

COMMUNICATION

Any communication between the Contracted partner and the Company is made either by sending an email to the email address info@hela.gr, or by telephone to the telephone number 06 955 930 910

OBLIGATION OF CONFIDENTIALITY

Throughout the duration of the collaboration, but also after its termination or termination in any way, the Contracted partner must strictly observe any confidential information received or informed in the context of or on the occasion of his collaboration with the Company, as well as not to make any announcement or publication to third parties of any element that comes to his attention in relation to this collaboration, as well as more generally information relating to trade secrets, know-how, pricing policy, commission rates, financial and other activities or organization of the Company and undertakes to impose the above obligation of confidentiality on his employees, associates, and/or subordinates.

PERSONAL DATA

The contracted partner undertakes and declares that he undertakes the obligation to process the personal data of the users, which may be transmitted to him by the Company (hereinafter referred to as "Personal Data"), or provided by the subscriber to the partner, exclusively and solely for the purpose of executing, completing and delivering the orders to the user, always in compliance with the legislation relating to the protection of personal data, as applicable. Specifically, the Contracted partner is obliged to comply with the provisions of Law 4624/2019, Law 2774/1999, the decisions and instructions of the Personal Data Protection Authority and the General Regulation for the protection of personal data - Regulation (EU) 2016/679 of the European Parliament (GDPR), as applicable from time to time.

Under no circumstances is the contracted partners permitted to further process, store, share, copy or use in any way the Users' Personal Data for any purpose other than the specific and limited purpose mentioned herein, nor, by way of example, for the purpose of carrying out communications and/or promotional activities towards Users. All Users' Personal Data will remain in the exclusive possession of the Company.

The Company declares to the contracted partners that it has taken the appropriate measures and ensures that it strictly complies with the provisions of Law 4624/2019, Law 2774/1999, the decisions and instructions of the Personal

Data Protection Authority and the General Regulation for the protection of personal data - Regulation (EU) 2016/679 of the European Parliament (GDPR).

When processing the personal data of Users by the contracted partner or its employees or representatives or agents or representatives, for the execution of orders, the contracted partner has the same obligation and is bound by the same obligation and all its Branches and their personnel or agents, to anonymize all Personal Data of Users transmitted by the Company in their systems and to delete any copy thereof, within an exclusive period of two (2) hours from the receipt of each order by the Company.

Also, when processing Personal Data, the contracted partner:
will immediately notify the Company of any Personal Data Breach that comes to its attention, will be liable for compensation for the damage caused by the Processing of Personal Data by him, the persons acting under his supervision and the subcontractors he hired, because they failed to comply with the obligations of these Terms and the Personal Data Protection legislation,
will ensure that any Processing Subcontractor hired by it is bound by at least the same obligations as provided for in these Terms, before proceeding with any processing of Personal Data, after having previously communicated the Subcontractor's details to the Company in writing,
will implement the required technical and organizational measures, which meet the requirements of the Applicable Data Protection Law and will generally strictly comply with the provisions of the applicable National and European Personal Data Protection Legislation and the General Data Protection Regulation EU 679/2016.

The Contracted partner's granting permission to any third party to access Personal Data in no way relieves the Contracted partner from its responsibilities towards the Company or the User in accordance with the law.

Partnership contracted partner Personal Data

The Company undertakes and declares to the Contracted partner that it processes the Contracted partner's personal data ("Contracted partner Personal Data"), as communicated to it by the Contracted partner or any of its representatives, solely and exclusively for the purpose of providing its Services and fulfilling these Terms, in compliance with the legislation relating to the

protection of personal data, as applicable. The Company complies with the provisions of Law 4624/2019, Law 2774/1999, the decisions and instructions of the Personal Data Protection Authority and the General Regulation for the protection of personal data - Regulation (EU) 2016/679 of the European Parliament (GDPR) and with regard to the Contracted partner's Personal Data.

Upon the termination or termination of the relationship between the Company and the Contracted partner in any way, the Company will delete the Contracted partner's personal data, in accordance with the definitions of national data retention provisions and other national legal requirements. The Company may continue to store the Contracted partner's Personal Data, provided that it has the right to do so in accordance with Article 17(3) of the GDPR (i.e. for the establishment, exercise or defense of legal claims of the Company).

INTELLECTUAL PROPERTY

All intellectual or industrial property rights related to the Websites, the Applications, the "HELA.GR" logo, the development of the software, the database and anything the Company has created for the provision of the Services and which generally relate to the Services and its activity, belong exclusively to the Company.

All intellectual or industrial property rights, trademarks, logos related to the Contracted partner belong exclusively to him, provided that he is the legal beneficiary and in any case not to the Company.

The use in any way of the logos, trademarks and distinctive titles of the Client will be made by the Company only for the purposes of fulfilling the agreement between the Company and the Client, who expressly agrees and grants permission for such use by accepting the Terms and linking to the websites. The Company does not reserve any rights regarding the intellectual or industrial property of the Client.

These Terms are governed by Greek law.

Any dispute or controversy between the contracting parties concerning, for example, the interpretation or application, execution, termination or termination of the Terms or the agreement between the Company and the Contracted partner, if it cannot be resolved out of court, either amicably or through mediation, will fall exclusively under the jurisdiction of the Courts of First

Instance of Etoloakarnania (seat of Agrinio).

FINAL TERMS

In the event of initial or consequential invalidity of one of these Terms, the validity of the remaining ones shall not be affected.

The Company may assign its claims and rights under the Terms to third parties without the prior consent of the Contracted partner.

The Company's failure to exercise its rights under the Terms does not imply its waiver of these rights.