

TERMS AND CONDITIONS OF PLATFORM

This Terms and Conditions ("**Terms and Conditions of Platform**") of use of the website available in the domains d-marin.com, d-marin.live, d-marin.app and on the mobile application named "D-Marin - Premium Marinas" available on the App Store and Google Play (collectively "**Platform**") is hereby issued by **D Marinas Hellas Single Member S.A. ("D Marinas Hellas")**, a company established and operating under the laws of Greece, having its registered seat in Piraeus, Greece (Management Offices of Zea Marina, Freattyda), with GEMI (Greek General Commercial Registry) no 121868301000 and Greek Tax no 999860946, Tax Office FAE Piraeus.

1. General Provisions

- 1.1. **D Marinas Hellas** operates the Platform through which **D Marinas Hellas** affiliated companies which operate touristic harbors ("**Affiliate**") offer customers ("**Boater**" or "**Customer**") the possibility to reserve and stay at the offered boat berths ("**Berth**") at the available affiliated marinas ("**Marina**") and other related services.
- 1.2. Terms and Conditions of Platform specify the conditions under which D Marinas Hellas allows the Customer to use the Platform. Platform does not provide information about the features (and their conditions) that are available without creating an account.
- 1.3. The terms and conditions of the services provided through the Platform mentioned in point 1.1 ("**Services**") are available in the respective applicable Terms and Conditions of Services. The Terms and Conditions of Platform regulates only the conditions of use of Platform.
- 1.4. Visitors of the Platform are divided into users ("**User**") and guests ("**Guest**"). A User is a visitor using the Platform after creating and logging into an Account and a Guest is a person using the Platform without an Account or not logged into it.
- 1.5. By using the Platform, visitor agrees to be bound by the terms of these Terms and Conditions of Platform. If you do not agree to the terms of these Terms and Conditions of Platform, your continued use of the Platform is not permitted.
- 1.6. Services and content available on the Platform are available to all visitors, with the exception of services or content requiring registration, which is clearly indicated by the content of the relevant subpage of the Platform.
- 1.7. The use of Platform is free of charge.
- 1.8. Each time the e-mail address D Marinas Hellas is mentioned, it is the e-mail address: online.booking@d-marin.com ("**e-mail Address**").

2. Account

- 2.1. In order to obtain full functionality of the Platform, a Guest should register an Account ("**Registration**") and use the Platform as a logged in User. An Account gives a User a possibility to use, among others, the following functionalities of the Platform:
 - 2.1.1. reservation of Berths with the use of saved information concerning boats;

- 2.1.2. access to the history of reservations;
 - 2.1.3. managing the open reservations;
 - 2.1.4. renewal/conclusion of annual lease agreements
 - 2.1.5. adding and managing boats (functionality dedicated to the mobile app)
- 2.2. The User can only be a natural person with full legal capacity or a legal entity. In case of a legal entity, creating an Account on its behalf and performing all actions within the Platform may only be performed by a person lawfully authorized to act in this regard on behalf of the entity.
- 2.3. User can have only one Account on the Platform. This rule shall not apply if:
 - 2.3.1. the User has Accounts used for private purposes and those related to his/her business activity;
 - 2.3.2. the User uses different Accounts in the scope of his/her business activity in connection with the operation of these Accounts by different representatives or branches of the enterprise run by the User, provided that in the scope of none of the Accounts there is a delay in payment for the Services provided by D Marinas Hellas and/or its Affiliates;
 - 2.3.3. there will be a need to create another Account due to an inability to access the Account;whereby all exclusions in this regard shall be verified in detail by D Marinas Hellas, which shall be entitled to suspend the Account for the duration of the verification or delete the Accounts in the absence of confirmation of the circumstances justifying the application of the above exclusion. The above exclusions shall not apply if used by the User solely for the purpose of avoiding payment of dues for Services provided through the Platform.
- 2.4. Account Registration requires:
 - 2.4.1. filling in the form available on the Platform and providing the data required there, including the e-mail address and a unique password or authentication through an external service provider such as Facebook or Google;
 - 2.4.2. reading the privacy policy and Terms and Conditions of Platform and accepting their provisions.
- 2.5. After completing the data required for the Registration, a confirmation of Account creation and a link to activate the Account will be sent to the e-mail address provided by the User. Registration is completed at the moment of Account activation by the User. At this point in time, the agreement for an Account comes into effect. The User can only register anew with the same e-mail address after contacting D Marinas Hellas first.
- 2.6. An Account service agreement is concluded for an indefinite period of time upon Account activation.
- 2.7. The User is obliged to provide true, correct and up-to-date data during the Registration process and the use of the Service, which he/she is authorized to use. The User is obliged to update the data in case of any changes.
- 2.8. The User undertakes to keep the Account access data confidential and to protect it against access by third parties. The User shall inform D Marinas Hellas immediately if it becomes aware that unauthorized third parties have obtained access data to the Account and shall change it immediately if possible.
- 2.9. The Account service agreement may be terminated by the User subject to the following rules:
 - 2.9.1. deletion of the Account is possible by sending D Marinas Hellas an e-mail stating the termination of the Account service agreement;

- 2.9.2. upon deletion of an Account or termination of Account service agreement, the User shall lose access to information submitted or generated in the course of using the Platform.
- 2.10. D Marinas Hellas is entitled to terminate the Account service agreement with the User at any time with effect after 14 days unless the termination of the Account is caused by a violation of point 6.1. of the Terms and Conditions of the Platform. D Marinas Hellas is obliged to inform the User about the deletion of the Account via e-mail.
- 2.11. The User, using the Platform via the mobile application, may deactivate the Account on the Platform by clicking on the appropriate button in the Account settings. Deactivating the Account blocks access to all online functionalities of the Platform and Services. To reactivate the Account, the User should contact D Marin Hellas via email.
- 2.12. In order to ensure the proper functioning of the Platform services and to protect and ensure the safety of those using it, D Marinas Hellas reserves the right to perform additional verification of the timeliness and truthfulness of the data provided by the User and to require the User to confirm his/her identity and other necessary data in a manner selected by D Marinas Hellas. If the verification of the User's data or identity is unsuccessful, D Marinas Hellas may suspend or block the operation of the Account under the terms of Section 6 of Terms and Conditions of Platform.

3. Technical Issues

- 3.1. The Platform is used via the public Internet network, which by its nature does not guarantee the reliability or confidentiality of the communication between the visitor and D Marinas Hellas, including with respect to the content of the information transmitted and the confidentiality of the data of the visitor.
- 3.2. It is recommended that you have updated antivirus software when using the Platform.
- 3.3. D Marinas Hellas may sometimes restrict access to certain parts of the Platform or the entire Platform for visitors including Users who have registered on the Platform.
- 3.4. In case of using the Platform via mobile devices, it is recommended to use Android system not older than 7.0 or iOS system not older than 15.0.

4. Intellectual property

- 4.1. The Platform as the exclusive property of D Marinas Hellas is under copyright protection. It protects the contents of the Platform, the tools that comprise its functionality and other works eligible under copyright law as protected works. All rights belong to D Marinas Hellas and are reserved.
- 4.2. Any processing of the data and other information available on Platform with a purpose to make it available to third parties within other websites as well as outside the Internet is prohibited.
- 4.3. D Marinas Hellas reserves that any use, modification or further publication of the modified work owned by D Marinas Hellas is prohibited.
- 4.4. Publication of any data taken from the Platform should include the exact address of the Platform. D Marinas Hellas notes that, notwithstanding compliance with the condition specified in the preceding sentence, it is prohibited to publish content owned by D Marinas Hellas under copyright law for commercial purposes without D Marinas Hellas prior written permission.
- 4.5. The creation of any tool or database that contains data within the scope of D Marinas Hellas' activities, in particular data on boats and marinas, is prohibited.

- 4.6. Any use of any portion of the Platform, the copyright works that comprise it, or the provisions of this section constitutes copyright infringement. The infringer shall return or destroy all copies of the works and profits derived from the infringement of D Marinas Hellas' copyright. The right to use the Platform and D Marinas Hellas' services shall terminate with immediate effect.

5. Data Privacy Information

- 5.1. This Platform operates in compliance with applicable data protection laws. Detailed information, scope, terms and conditions of the privacy policy along with a breakdown regarding the countries in which D Marinas Hellas services are provided are available on: www.d-marin.com (<https://www.d-marin.com/en/privacy-policy/>). However, if the Platform is used via mobile application, the privacy rules of each provider of access to mobile application can apply.

6. Inadmissible Visitor Activities

- 6.1. Visitors are entitled to use the Platform in accordance with its purpose, within the limits of the law and public decency and with respect to the rights and property of others. In particular, the visitors agree:
- 6.1.1. not to take actions that could interfere with the proper functioning of the Platform, including not to interfere with the content of the Platform, the Account or Accounts of Users, or the IT elements of the Platform;
 - 6.1.2. not to undertake illegal or unethical actions;
 - 6.1.3. to refrain from acting in bad faith, abusing the Service's functionality, using the Platform inconsistently with its purpose and contrary to the Terms and Conditions of Platform;
- 6.2. The visitor shall comply with the obligation set forth in Section 6 of Terms and Conditions of Platform at each stage of the use of the Platform, in relation to each functionality offered.
- 6.3. D Marinas Hellas is entitled to block an Account if there is a suspicion that actions may have been or may be taken through the Account that jeopardize the safety of other Users on the Platform, as well as in the event that actions taken through the Account negatively affect the good name of D Marinas Hellas or otherwise harm D Marinas Hellas.
- 6.4. In the event of a serious infringement of the law using the Platform, as well as a serious or repeated violation of Terms and Conditions of Platform, D Marinas Hellas may, subject to the principles of proportionality and respect for freedom of circulation, suspend the Account or temporarily or permanently block them, which will be equivalent to a temporary suspension of the provision of services to the User, subject to the following rules:
- 6.4.1. suspension of the Account shall mean temporary suspension of its functionality. The User whose Account has been suspended shall lose the possibility of active use of the Platform. However, the User may browse the Platform and the history of messages;
 - 6.4.2. blocking the Account shall mean that the User loses the possibility of logging into the Account.

7. Inquiries and Complaints

- 7.1. Inquiries and requests for information should be sent to the e-mail Address online.booking@d-marin.com

- 7.2. Complaints and comments regarding the functioning of the Platform should be sent to the e-mail Address of D Marinas Hellas. Complaint should contain at least a first name, a surname, an e-mail address as well as a detailed description of circumstances and irregularities being the cause of occurrence. If the data or information provided in the complaint does not allow D Marinas Hellas to recognize the complaint, D Marinas Hellas will ask the User to clarify any doubts or to provide additional information via e-mail, if necessary for D Marinas Hellas to recognize the complaint, indicating precisely such doubts or required information. If despite this, the User does not send the required data, D Marinas Hellas may leave the complaint unprocessed.
- 7.3. A complaint should be submitted within 30 days after termination of the service. Complaints will not be considered after the mentioned 30-day period.
- 7.4. Complaints will be considered within 30 days of receipt unless the applicable law of the relevant country applicable to the relation between D Marin Hellas and the Customer establishes a shorter term. The answer to the complaint is sent via e-mail to the address given in the complaint application.

8. D Marinas Hellas Liability

- 8.1. D Marinas Hellas makes reasonable efforts to ensure that the content on the Platform is up-to-date, accurate, and available on an uninterrupted basis; however, D Marinas Hellas is not responsible for any consequences resulting from the content being out of date, inaccurate, or not available at any time, including consequences resulting from reliance on such content.
- 8.2. While D Marinas Hellas makes every effort to ensure that the tools and services provided on the Platform are available continuously and function properly, D Marinas Hellas is not responsible for any consequences resulting from their malfunction or unavailability at any time, including consequences resulting from reliance on the tools and services.
- 8.3. D Marinas Hellas will not be liable if for any reason the Platform is unavailable at any time or for any period.
- 8.4. D Marinas Hellas makes every effort to keep the Platform free of malware, but D Marinas Hellas is not responsible for the effects of the use of the Platform on the visitor's computer system, including technical infrastructure and data.
- 8.5. D Marinas Hellas is not responsible for the correctness of the operators providing connectivity to the Platform both on the part of D Marinas Hellas and the persons using the Platform.
- 8.6. D Marinas Hellas is not responsible for the legal, financial or any other consequences of the visitor's use of the information provided on the Platform. D Marinas Hellas is not responsible for any damage or loss to you or any third party related in any way to your use of this information, including to make a decision on an individual matter. Your use of the Platform is at your own risk.

9. Amendment of the Terms and Conditions of Platform

- 9.1. D Marinas Hellas is entitled to amend Terms and Conditions of Platform at any time and at its discretion by uploading/publishing them on the Platform. Amendments shall become effective on the date indicated by D Marinas Hellas, but not less than 14 days from the notification of amendments to Terms and Conditions of Platform by their publication on the Platform, unless otherwise provided by applicable law. User should check Platform from time to time to review the changes made by D Marinas Hellas as they are binding. Certain provisions contained in these Terms and Conditions of Platform may be superseded by provisions or information published on the Platform.
- 9.2. If the User does not agree to the amendments to Terms and Conditions of Platform, his/her continued use of the Platform will not be permitted.
- 9.3. D Marinas Hellas may at any time change the scope or type of content available on the Platform, as well as expand, change, limit or discontinue both in relation to some of the functionalities and the entirety of the tools or services available on the Platform.

10. Final Provisions

- 10.1. Unless mandatory provisions of law provide otherwise, the law applicable to any agreements between the User and D Marinas Hellas shall be the applicable provisions of Greek law.
- 10.2. All disputes relating to the services provided by D Marinas Hellas on the Platform are subject to the exclusive jurisdiction of the courts of Athens and will be governed by the applicable laws of Greece.
- 10.3. If at a particular time D Marinas Hellas does not invoke one of the provisions of these Terms and Conditions of Platform, this should not be construed as a waiver of the right to invoke it at a later date.
- 10.4. If any provision of these Terms and Conditions of Platform is invalid or ineffective, the validity of the remaining provisions shall not be affected. The invalid or ineffective provisions will be replaced by provisions which are most closely related to the business purpose and nature of the relationship between D Marinas Hellas, Affiliates and Visitors. If the Platform is used via mobile application, the terms and conditions of each provider of access to mobile application can apply.