

Terms and Conditions

PREAMBLE

ValuePass Experiences is an online intermediary platform that allows its users – visitors to search for and book activities, experiences, and services provided by third-party suppliers.

The ValuePass platform and the services available on it are provided on the condition that you accept the terms of use, as well as the privacy and cookie policies that govern the platform. By visiting our platform, you acknowledge that you have read and understood all the terms, notices, and conditions of this platform and agree to be bound by them. If you do not accept all the terms of use of the platform, you must refrain from accessing and using this platform.

By using our platform and accepting our services, you confirm that you are 18 years of age or older. If you are under 18 but at least 13 years old, you may use the platform only under the supervision of a parent or legal guardian who agrees to comply with the platform's terms of use. If you are a parent or legal guardian of a minor over 13 years of age and agree to the platform's terms of use on behalf of and as the legal guardian of a minor aged between 13 and 18 years, you should be aware that you are fully responsible for the use of the platform, including any financial charges and legal obligations that may arise.

We unreservedly reserve the right to modify and update the terms of use at our discretion and whenever deemed necessary. Any changes will take effect as soon as they are posted here.

These terms of use, along with any policies, rules, and guidelines posted on this platform, constitute the entire set of rules that govern and bind the relationship and cooperation between us [the platform and the visitor/user of the platform], replacing all previous written or oral agreements. For any matter that is not explicitly defined in these terms of use, the applicable law shall apply as is, and the competent courts for resolving any arising issues are the courts of Athens.

DEFINITIONS

For the purposes of these Terms of Use, the following definitions apply:

"Agreement" – The current terms of use and the privacy and cookie policies governing the ValuePass platform.

"Commercial Communications" – Any form of communication intended to promote, directly or indirectly, any of our products, services, or brands or those of third parties.

"Contract" – Any contractual relationship established between you [the user of the platform] and the Providers concerning your booking of participation in Events. The contractual relationship created for the provision of Activities is concluded exclusively and directly between you and the Provider.

"Activities" – Events, activities, and services provided by the Providers and hosted/promoted on our platform.

"Offers" – Discounted prices for Activities, which remain available for booking.

"Provider" – Any provider (merchant) of activities using our platform to offer you their Activities.

"Services" – The provision of information about Activities through our Platform and the provision of online tools to facilitate your contact with the Providers for the purpose of booking your participation in these Activities.

"We" – Our company under the trade name "ValuePass," with VAT number 801595027, registered with the General Commercial Registry, based at 11 Stratigou Lekka Street, Marousi, Attica, Greece.

"Platform" – The website accessible through the domain name www.valuepass.gr, including all its web pages. The online site accessible through the website www.valuepass.gr, including all its web pages, and also hosted on Strategic Partners' platforms.

"You" – Any internet user/visitor of www.valuepass.gr who visits our Website and/or receives our Services.

OUR SERVICES

Through our website, we provide information about Activities, Events, and Services, and we offer electronic tools that facilitate communication with Providers for the purpose of booking your participation in these [services, events, and activities].

When you purchase an Activity using the Platform, you are not buying anything from us; instead, you are transacting directly with the Provider. The Contracts are concluded by us on behalf of the Providers. We act as a commercial agent for the Providers and are authorized by them to conduct transactions directly between the Providers and You, such as collecting payments from you on behalf of the Providers. We do not offer any activities ourselves and, therefore, do not become a party to any Contract. We do not act as an organizer, owner, reseller, or other contractual partner in relation to the Contract and receive a fee only from the Provider for facilitating the Contract.

As a result, the Providers are solely responsible for providing their services to you (the users of the platform) according to the Contracts, and we bear no responsibility for the contract between you and the Providers. Knowing this, you acknowledge and agree that you use our services independently and at your own risk. Each time you enter into a contract with a Provider, you, as the user of the platform, assume all related consequences.

Insurance services are not included within the scope of our Services provided to you. You are solely responsible for any insurance coverage for your Contracts with the Providers. If the Providers do not offer insurance coverage for their Contracts with you, our Company bears no responsibility for this.

USE OF WEBSITE

Each visitor/user of the platform expressly agrees not to engage in, or help and allow third parties to engage in, any of the following:

Specifically, you agree:

- I. Not to use our Website for commercial purposes. The use of our Website, whether online or offline, must comply with applicable law and the terms of our Agreement.
- II. Not to defame, insult, or demean any individual or legal entity.

III. Not to harm others by using the Website or our Services, not to steal others' identities, and not to use others' data.

IV. Not to circumvent the measures we implement to prevent or restrict access to and use of our Website for specific reasons at our discretion.

V. Not to take any action that imposes, or may impose, in our judgment, an unreasonable or disproportionately large load on our infrastructure or creates excessive traffic demands on our Website.

VI. Not to use the Website to threaten, stalk, defraud, incite, harass, or support the harassment of another person or otherwise interfere with another user's use of the Website.

VII. Not to use the Website to submit or transmit unsolicited messages, chain letters, contests, spam, unsolicited emails, pyramid schemes, surveys, or other mass messaging, whether of a commercial nature or not.

VIII. Not to use our Website to violate any rights of third parties, including any violation of confidentiality, copyright, trademark, patent, trade secret, moral right, privacy right, publicity right, or any other intellectual property or proprietary right.

IX. Not to attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used in connection with our Website.

X. Not to attempt to gain unauthorized access to our Website, computer systems, or networks connected to the Website, or to use our Website to transmit computer viruses, worms, defects, Trojan horses, or other items of a destructive nature.

XI. Not to use any device, software, or routine that interferes with the proper working of the Website or otherwise attempt to interfere with the proper functioning of the Website.

XII. Not to access, monitor, or copy data or content from our website using robots, spiders, or other automated means or any manual process to access, scrape, index, retrieve, or otherwise use our website or any content on our website for any purpose without our express written permission.

XIII. Not to use the Website to violate the security of any computer network, crack passwords or encryption security codes.

XIV. Not to disrupt or interfere with the security or otherwise cause harm to the Website.

In cases of non-compliance with the terms of our Agreement, we reserve the right to suspend or terminate your use of our Website and Services. This suspension or termination does not affect our rights against you arising from such use.

BOOKING

Our website provides you with online and offline tools and integration partners for submitting booking requests for Events and Services. In this regard, you will need to first provide the information requested by our Website during the booking process.

When submitting booking requests, you will enter your full name, email address, and phone number. For certain activities, you may need to provide the names of the rest of your group.

Your debit and credit card details are processed directly through the bank's redirection system for greater security. We do not store your billing and credit card information, nor can we forward it to the relevant Providers.

During the booking process, providers may request additional information from you via email or phone, such as health information, physical fitness, experience level, certification, or license to participate in Events.

You can submit a booking request for an event, service, or activity. Your booking request will be automatically accepted unless your Provider has selected manual acceptance. In this case, your Provider will have up to 12 hours to accept or reject the booking request. Acceptance or rejection of your booking request is at the sole discretion of your Provider.

If the booking request is accepted, your debit or credit card will be charged automatically. However, if your booking request is rejected, you will be notified immediately via email and any amount you may have been charged will be refunded to your debit or credit card.

Similarly, you also have the right to cancel the booking request up to 24 hours before the start of the activity without any charge. Such a cancellation can be made via the confirmation email or by contacting us via email at customercare@valuepass.gr. Once we review your request, any amount you may have been charged will be refunded to your debit or credit card.

Payment

Full payment of the relevant fee is required to book an Event through our Platform. After your booking is accepted by the Provider, we collect your payment details and process your payment.

We accept the following payment methods:

- Credit card
- Debit card
- Google Pay
- Apple Pay

Processing fees for credit or debit card payments may apply from your financial institution. In such cases, the amount will be reserved on your debit/credit card before the event.

The prices displayed on the platform include taxes or fees unless otherwise specified. Prices are also subject to change without notice until your booking is submitted.

In the case of foreign currency transactions, we are not responsible for any currency exchange fees charged by financial institutions facilitating your payment.

Cancellation & Refunds

Most of our activities come with a 24-hour free cancellation policy, allowing you to cancel your booking up to 24 hours before the activity starts to receive a full refund.

More information regarding the cancellation policy for your booking can be found in the activity description and in the confirmation email. Your booking will either have a full refund, partial refund, or

no refund, depending on the activity provider's policy. All cancellable bookings will display a cancellation deadline in your booking confirmation email.

Please note that tickets for Museums and Archaeological Sites are non-cancellable and non-refundable.

1) Booking Cancellation

To cancel your booking under the cancellation policy, simply locate and click the cancellation button provided in the confirmation email you received for your booking, or via email at customercare@valuepass.gr. (Attach a screenshot of the cancellation button) You will receive the refund directly through the same payment method you used for the booking. Please note that it may take at least 3-7 business days for the amount to appear on your card/account.

2) Cancellation Confirmation in Confirmation Email

If you cancel a booking, we will confirm your cancellation via email. Check your spam folder if you do not receive the confirmation. If you canceled your booking in accordance with the cancellation policy, the refund will be processed automatically through the same payment method you used for booking the activity. You should see it in your account within 3-7 business days.

3) Cancellation by the Activity Provider

In the unlikely event that the activity provider needs to cancel your booking, they will do their best to offer you an alternative date or schedule. If no alternative is available or acceptable to you, we will, of course, fully refund your booking. If you receive an email from us confirming the cancellation, your refund will be processed automatically through the same payment method you used for the activity booking. You should see it in your account within 3-7 business days. If the activity provider has not informed you of a booking cancellation, please contact our customer service.

INTELLECTUAL PROPERTY RIGHTS

All content, trade names, trademarks, and other distinctive features and content included or made available through our Platform, Database, and all its web pages, including, but not limited to, data, text, graphics, sound, images, logos, interface, look and feel, software, and structure, are subject to the exclusive intellectual property rights of VALUEPASS IKE, protected by the European Union and international intellectual property laws.

No content from our Website may be recorded, copied, reproduced, translated, derived, transformed in any other way, distributed, rented, publicly performed, retransmitted, presented to the public, or otherwise made available to the public without our express written consent. Additionally, any graphics, logos, icons, interface, and the look and feel of the Services may not be used in connection with products/services not provided by VALUEPASS IKE in any manner that may cause minimal consumer confusion or affect our reputation and image.

As an exception, temporary copies of separate web pages of our Website are permitted as long as they are transient or incidental and constitute an integral and essential part of a technological process that has the sole purpose of enabling: a) the transmission over a network between third parties by an intermediary, or b) a lawful use of a work or other subject matter and have no independent economic significance.

We are committed to respecting the intellectual property rights of others. If you believe that your rights have been treated in a way that may constitute an intellectual property infringement, please contact us.

LICENSE

When you provide content, information, and data using our Website or Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all intellectual property rights you have in that content in connection with the provision, expansion, and promotion of our Services, in any medium now known or developed in the future. You represent and warrant that, for all such content you provide, you own or otherwise control all the necessary rights. You represent and warrant that the use of any such content (including derivative works) by us, our users, or others who have contracted with us does not and will not violate any third-party intellectual property rights. We bear no responsibility and assume no liability for any content provided by you or any third party.

Subject to your compliance with these Terms [and any potential future changes to the Terms by us at any time], we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the intellectual property rights of VALUEPASS IKE.

Your use of our Services must be conducted in good faith and only as permitted by applicable law. All rights not expressly granted to you in these Terms are reserved and retained by VALUEPASS IKE or any third-party rights holders.

Neither our platform as a whole nor any part of it may be reproduced, copied, sold, resold, visited, or otherwise used for any purpose without our express written consent. Additionally, you may not create and/or publish your own database that includes substantial parts of our platform (e.g., prices and product listings) without our express written consent.

You are not allowed to frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of VALUEPASS IKE without our express written consent. You may not use meta tags or any other "hidden text" that utilizes VALUEPASS IKE's trade name or trademarks without our express written consent. You may not alter or otherwise interfere with the content or software of our platform or attempt to undermine its technological integrity and functionality.

This license does not include any resale or commercial use of our intellectual property rights or VALUEPASS IKE's content; any collection and use of any product listings, descriptions, or prices; any derivative use of our Services or VALUEPASS IKE's content; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. If you do not comply with these Terms in any way, this license will terminate automatically without notice from us.

HYPERLINKS

The creation of hyperlinks directing to websites and/or content on our website, which display the content of our platform as part of the content or services of parties other than us (e.g., framing techniques) or may deceive the general public and/or cause loss of revenue or any other form of

damage to our business, is prohibited. We reserve the right to (i) request the removal of any hyperlinks to our Website.

You are not allowed to use our business trademark (logo), as published on our platform, to create a hyperlink to our platform without our prior, express, and written permission.

Our platform may contain hyperlinks to internet content owned by third parties, and therefore, such content is not managed by ValuePass IKE. For this reason, we assume no responsibility for these applications and their content and provide no warranty regarding them. If any third party wishes for us to remove an existing hyperlink from our platform, they may contact us by sending an email to us.

The creation of such links does not imply that we endorse or recommend the linked website or that we are affiliated with it.

COMMERCIAL COMMUNICATIONS

Our platform and/or services may include advertisements or online commercial content referring either to ValuePass IKE or to third parties. We are not in a position to control or monitor third-party advertising content displayed on our platform, and therefore we bear no responsibility towards you for third-party advertising content in relation to any illegality, inaccuracy, or non-compliance with applicable laws and regulations. This responsibility lies solely with the third parties who create the relevant content and advertise through it.

Subject to applicable law, when you visit our platform or use electronic means to communicate with us, you agree to receive electronic communications from ValuePass IKE. In this context, our Company reserves the right to send you any communication it deems necessary to respond to your requests. You may receive electronic communications from our Company either via email or through your account.

In each communication to you, we will clearly disclose our identity and provide you with the opportunity to object and request, easily and free of charge, to terminate such communication.

Any electronic communication between us is considered and accepted as conclusive evidence and is not disputed on the grounds that it has been carried out electronically, unless mandatory applicable law explicitly requires a different form of communication.

DISCLAIMER OF LIABILITY

Our platform and services are provided "as is" and "as available." ValuePass IKE provides the Services without any warranty or condition, express, implied, or statutory.

ValuePass IKE disclaims all representations, warranties, or guarantees, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement regarding:

- (i) the reliability, timeliness, quality, suitability, or availability of the Platform and Services;
- (ii) that the Platform and Services will be uninterrupted or error-free, considering that the Services may be suspended or restricted occasionally to allow for repairs, maintenance, or the introduction of new facilities or services;
- (iii) the use of the Platform;
- (iv) the performance of any obligations by Providers offering Events through our Website; and

(v) any warranties of title, merchantability, fitness for a particular purpose, and non-infringement of Services purchased through our Platform.

You agree that ValuePass IKE is not responsible for reviewing or guaranteeing the content provided by the Providers through our Platform and that you will not attempt to hold us liable for any such inaccuracies or misleading content or any other violation of law or rights. Additionally, you agree that the entire risk arising from your use of the Services and any product you purchase in connection with them remains solely with you, to the maximum extent permitted by applicable law.

LIABILITY

Given that we are not involved in the Contracts between you and your Providers, in case you have a dispute with a Provider, you release us (and our shareholders, members, partners, officers, directors, employees, agents, parent company, subsidiaries, joint ventures, and successors and assigns, as well as any other person, legal or natural, acting on behalf of the platform, as an employee, partner, or representative thereof) from causes of action, claims, demands, judgments, and compensation (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Specifically, despite other clauses limiting liability within these Terms of Use, we are not liable for any loss or damage resulting from:

- Any inaccurate or incomplete information provided by a Provider.
- Any act or omission of a Provider related to a Contract.
- Any use of the Services contrary to applicable law.
- The cancellation or termination of a Contract for reasons related to the violation of applicable law or these terms.
- The cancellation or termination of an account for reasons related to the violation of applicable law or these terms.
- Any fraud, fraudulent misrepresentation, breach of duty, or breach of any of these Terms by a Provider.
- Any consequences caused by acts or omissions of ValuePass IKE imposed as statutory obligations of ValuePass IKE under state laws, administrative decisions, judicial decisions, or arbitration awards.

To the extent permitted under applicable law, ValuePass IKE will not be liable to you for acts or omissions of its employees, agents, or subcontractors, whether such liability arises from contract (including indemnity or otherwise), tort (including negligence), misrepresentation, breach of statutory duty, restitution, or otherwise. Therefore, ValuePass IKE will not be liable to you for damages of any kind, including, but not limited to, direct, indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise arising from any use of the Services.

Despite the above, nothing in these Terms of Use excludes in any way the liability of ValuePass IKE (i) for death or personal injury caused by negligence or (ii) for fraud or fraudulent misrepresentation directly caused by ValuePass IKE and through the mediation act of ValuePass IKE between you and the

Providers/Merchants and not from an act or omission of the Provider/Merchant to you during the provision of the service/activity/event promoted/advertised by ValuePass IKE.

INDEMNIFICATION

You shall at all times defend, indemnify, and hold harmless ValuePass IKE and its shareholders, members, partners, officers, directors, employees, agents, parent company, subsidiaries, joint ventures, successors, and assigns from and against any and all causes of action, suits, claims, demands, judgments, liabilities, losses, damages, awards, penalties, fines, costs, and expenses (including, but not limited to, reasonable attorney's fees) of any nature or kind, arising out of or resulting from: (i) your use, purchase, or provision of any Services in violation of these Terms of Use; (ii) your use of our platform; (iii) any alleged or actual infringement or violation of applicable law; (iv) your illegal actions or conduct; or (v) your violation of the rights of any third party.

GENERAL

For any dispute between you and ValuePass IKE arising out of or related to the use of our Platform and Services, these Terms of Use will be governed and interpreted in accordance with Greek law without reference to conflict of laws principles and will be subject to the exclusive jurisdiction of the competent courts of Athens, Greece.

Notwithstanding any business-to-business (B2B) contracts, these Terms of Use, the Privacy Policies, the Cookie Policies, and all policies and community guidelines published through our Platform constitute the entire understanding and agreement between you and ValuePass and supersede all prior agreements and understandings between the parties. In the event of a conflict between the provisions of these Terms of Use and the provisions of B2B Contracts, the provisions of the B2B Contracts shall prevail.

Unless otherwise specified, if any provision of these Terms is found to be invalid, void, or for any reason unenforceable, that provision will be deleted and will not affect the validity and enforceability of the remaining provisions.

You may not assign or transfer these Terms in whole or in part without our prior written approval. You give us your consent to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of ValuePass IKE's equity, business, or assets; or (iii) a successor by merger.

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

Our failure to act in relation to a breach by you or others does not waive our right to act in relation to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.

No party is liable for any failure or delay in performing any obligation under these Terms due to an event of Force Majeure, including but not limited to acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or communication service, acts of sabotage, Trojan horses, viruses, malware, unauthorized access to information systems, DDoS, hacking, and other similar illegal acts by third

parties. If a Force Majeure event occurs, the affected party will notify the other party and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure event on the performance of these Terms. However, this provision does not excuse your obligation to pay for services that you have actually received.

It is understood that any accrued but unpaid financial obligations and any other term related to these financial obligations will survive the expiration or termination of this Agreement.

DISPUTE RESOLUTION

For any issue that may arise between you and the Platform, and cannot be resolved through our customer service department after submitting the relevant request, the Courts of Athens shall have jurisdiction for its resolution.

CONTACT

We care about your experience with our Services. Therefore, for any issue regarding your Provider, please contact us, and we will make reasonable efforts to resolve the matter.

You can contact us as follows:

Corporate/Trade Name/Website: ValuePass IKE / ValuePass Experiences / www.valuepass.gr

Registered Address: 11, Stratigou Lekka Street, Marousi, Postal Code: 15122, Attica, Greece

Tax Identification Number: 801595027

Phone: +30 2108060622 | +30 693123280

Email: customercare@valuepass.gr | info@valuepass.gr

Any notice, demand, request, or other communication you address to ValuePass IKE shall be sent either by certified mail with return receipt or by email. All notices given by email will be deemed to have been given on the business day following the day of sending. All notices given by mail will be deemed to have been delivered fifteen (15) days after mailing.

