

GENERAL TERMS AND CONDITIONS OF SERVICE OF ENARTIA

Last update: 25/04/2026

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These General Terms and Conditions of Service (hereinafter also “GTC”),, together with the documents referred to below, govern the provision of the services (hereinafter also the “Services”) offered by **ENARTIA Single-Member S.A.**, with registered seat in Heraklion, Crete, at 66 Ionias Avenue, 71306 (hereinafter “Enartia” or the “Company”), to its customers (hereinafter the “Customer” or the “Customers”). Enartia and the Customer shall hereinafter each be referred to as a “Party” and jointly as the “Parties”.

Art. 1. Contractual Documents

1.1 The following documents constitute an integral and essential part of the agreement (hereinafter the “Agreement”) between the Company and the Customer:

1. the order form or activation request (hereinafter also the “Order”),
2. the applicable Service Order (“SO”), which contains the specific terms and conditions of the individual service requested by the Customer, as published on the Company’s website,
3. these General Terms and Conditions of Service (hereinafter also “GTC”),
4. the applicable Information Notice on the Processing of Personal Data / Privacy Policy of the Company,
5. the commercial offers of the Company and the relevant informational material available on the Company’s website or otherwise made available to the Customer, describing the features and the cost of its products and services,
6. the applicable Data Processing Agreement (“DPA”), where applicable,

7. thePapaki-Legacy Special Service Terms, which apply to services that continue to be provided by the Company under a special legacy regime and/or are available only for renewal.

1.2 In the event of conflict or specific regulation between these GTCs and the corresponding SO, the SO shall prevail exclusively with respect to the specific service.

For services provided as Papaki-Legacy Services, the corresponding Papaki-Legacy Special Service Terms shall apply additionally, and shall prevail over these GTCs in the event of specific regulation or conflict, exclusively with respect to the specific service.

1.3 If the Customer requests the activation of Services on behalf of third parties and/or Trial Services, the provisions of Section I (“Provisions on the Application for Services by the Customer on Behalf of Third Parties”) and/or Section II (“Provisions on Trial Services”) of these GTCs shall apply respectively, and shall constitute an integral and essential part hereof.

1.4 The available languages for the conclusion of the Agreement are Greek and English. In the event of any discrepancy in interpretation, the Greek text shall prevail.

Art. 2. Conclusion of the Agreement

2.1 The Agreement with the Customer is concluded upon receipt of the Order, duly completed and sent by the Customer to Enartia, accompanied by payment of the fee for the requested Services, unless otherwise provided in these GTCs or in the corresponding SO.

2.2 After registering on the Website in accordance with the following Article 3 (Registration and Purchase Procedures – Username and Password), the Customer may purchase Enartia’s products and services as described in the commercial offer by adding them to the shopping cart, completing the Order in electronic form and sending it to Enartia as described below. In the shopping cart, the Customer may view the selected products and services, including the cost of each, the total cost of the Order, and the applicable contractual terms. Before submitting the Order to Enartia, the Customer may add or remove products from the cart, correct any errors in the details, return to the previous page or continue with the purchase.

2.3 The Customer must confirm that it has read and accepted the contractual documents, declare or confirm a billing address, and choose one of the payment methods offered by Enartia. The Customer acknowledges and accepts that logs are stored in accordance with the law.

2.4 After receipt of the Order, Enartia sends the Customer an order confirmation containing a summary of all information regarding the purchased products and services. Enartia shall issue the relevant invoice.

2.5 To the extent that express reference is made in these GTCs or insofar as mandatory terms are concerned, the provisions of Law 2251/1994, Law 4933/2022 and Presidential Decree 131/2003 on electronic commerce shall apply to any purchase of products and services by the Customer.

Art. 3. Registration and Purchase Procedures – Username and Password

3.1 Before making a purchase, the Customer must register on the Website by creating a personal Papaki account, namely by using a Username and Password (hereinafter also the “Authentication Credentials”), following the instructions at the following link:

<https://controlpanel.papaki.com/registration.html>

Alternatively, the Customer may complete registration on the Website directly during the purchase process. During registration and the purchase of Services, the Customer is required to provide the required information, personal or otherwise, accurately and truthfully.

3.2 The registration procedure for the Services is completed electronically.

3.3 Upon activation of the Service, Enartia assigns the Customer a Username and Password. The Customer acknowledges that these credentials constitute the authentication system for access to the Services. The Parties agree that the Username and Password constitute the sole means of identifying the Customer when accessing the Services. Accordingly, the Customer accepts that all actions performed using such credentials shall be attributed to it and shall legally bind it.

3.4 The Customer acknowledges that it bears sole and full responsibility for all actions performed using its credentials and undertakes to keep them confidential, to safeguard them with due care and not to disclose them, even temporarily, to third parties.

3.5 In any case, the Customer accepts that Enartia’s and/or its suppliers’ electronic and/or digital records may be used before any competent authority for evidentiary purposes in accordance with these GTCs and may constitute evidence for the existence of the relationships and/or actions in dispute.

3.6 The Company may implement a unified or central mechanism for authentication, identity verification and access control, including, indicatively, Single Sign-On (SSO), One-Time Password (OTP) and/or Two-Factor Authentication (2FA), for access to all or part of its Services. The Company may also, for reasons of security, technical transition or operational management, restrict access to certain functions, pages or sections of the control panel, particularly in relation to Legacy services or services under transition to a new platform or infrastructure.

Art. 4. Nature of the Services, Fees and Payments

4.1 The nature and type of the Services provided by Enartia to the Customer are described in the individual SOs relating to the Services, as well as on the corresponding service description pages. The fees for the Services and the terms and methods of payment thereof are determined in the corresponding SO or in the commercial offers available on the Website or otherwise communicated to the Customer. All fees, unless expressly stated otherwise, are understood to be exclusive of VAT.

4.2 The Customer may choose among the various means of payment approved by Enartia and referred to on the relevant information page for accepted payment

methods (published at: <https://www.papaki.com/tropoi-pliromis/>). The Customer may at any time select a new payment method from the available options and modify its payment details, where required. To cancel a billing agreement via PayPal, the Customer must log into its personal PayPal profile and follow the cancellation procedure on the relevant account page.

4.3 All tax charges arising from the Customer's use of the Services shall be borne exclusively by the Customer.

4.4 In the event of delayed payment by the Customer, Enartia reserves the right to suspend the provision of the Services, and the Customer, without any formal notice being required, shall be obliged to pay default interest at the rate of 5% per annum, without prejudice to Enartia's right to compensation for any greater damage.

4.5 Where a Service has been activated with the auto-renewal function, in accordance with the provisions of the following Article 7 ("Duration, Renewals and Termination"), and the Customer has linked an eligible payment method to its account, the Customer acknowledges that the relevant details and/or corresponding payment tokens shall remain linked to its account for the management of future payments, unless it changes them through the control panel. Such details may be stored and processed by a certified payment services provider on behalf of the Company. In the event of renewal, the Company's then applicable price list corresponding to the specific service at the time of renewal shall apply, as displayed on the Website and/or in the Control Panel.

4.6 In the event of automatic renewal of the Services, the Customer expressly authorizes Enartia to charge the corresponding amount periodically, in accordance with the renewal times of each individual Service and/or based on the Customer's request. It is understood that if the Agreement is not terminated before the expiry date of the Service, the Agreement shall be deemed renewed and no refund shall be provided for the amount paid upon renewal.

4.7. Notices and Subscription Charges

4.7.1. Regular Subscription Products

For regular, non-trial subscriptions, the following shall apply:

- an informational notice regarding automatic renewal shall be sent fifteen (15) days before the subscription expiry date,
- the first charge attempt shall take place twelve (12) days before the expiry date,
- if the first attempt fails, the Company may make up to two (2) additional charge attempts during the immediately following days,
- if all planned charge attempts fail, the subscription may be converted to manual renewal and the Customer may be informed accordingly.

Automatic renewal may be activated no later than fourteen (14) days before the subscription expiry date and deactivated no later than thirteen (13) days before the subscription expiry date.

4.7.2. Trial Products

For trial subscriptions, the following shall apply:

- an informational notice shall be sent five (5) days before the end of the trial period,
- the first charge attempt shall take place one (1) day before the end of the trial period,
- up to three (3) charge attempts in total may be made.

The trial subscription may be cancelled at any time, strictly before the first charge attempt.

Art. 5. Use of the Services and Customer Liability

5.1 The Customer undertakes to use the Services with the utmost care, in compliance with the rules of use referred to in the SOs and in a manner that does not jeopardize the stability, security and quality of the Services. Enartia reserves the right to suspend or discontinue the Customer's access to the Services in the following cases: (i) where the Customer materially or repeatedly breaches the Agreement or uses the Services for unlawful or abusive purposes; (ii) where Enartia is required to do so by law or by order of a public authority; (iii) where Enartia reasonably considers that the Customer's conduct may cause damage or liability to another Customer, a third party or itself; (iv) where the Customer uploads through the Services content that is manifestly unlawful. In such cases, Enartia shall inform the Customer 7 (seven) days before the potential suspension, by sending a relevant notice via email, giving the Customer the possibility to contest the decision within the same period, via email or other designated channels. Enartia shall assess any explanations before taking its final decision, which shall be communicated to the Customer by email. The above notice shall not be required where:

- it is incompatible with mandatory law or an order of a public authority, or
- Enartia has reasonable grounds to believe that such notice could aggravate the situation or create additional liability or risk for other Users, third parties or itself.

5.2 The Customer must not use the Services for unlawful purposes or in violation of national, European or international laws and regulations. In particular, it undertakes not to distribute, publish or permit the distribution of links to:

- (i) malicious content (such as viruses, malware or other harmful software);
- (ii) content that violates privacy, intellectual property rights, honor, or that is pornographic, racist, blasphemous or offensive, or that in any way may damage or hinder the operation of Enartia and/or harm third parties or Enartia's image;
- (iii) content containing unsolicited or unauthorized advertising, promotional material or spam.

The Customer undertakes not to engage in hacking through the Services or internet access, nor in sending spam, namely unsolicited or unauthorized communications via email. Enartia reserves the right to hold the Customer liable even where spam is sent through email addresses other than those obtained from Enartia, provided that a

Service or technical infrastructure of Enartia is directly or indirectly involved (e.g. unlawful promotion of a website hosted at Enartia). The Customer acknowledges that the above actions constitute a breach of these GTCPS.

5.3 Without prejudice to the above and to cases of express termination of the Agreement, if Enartia has reasonable grounds to believe that the Customer is acting in breach of its obligations or infringing third-party rights, it may give the Customer a deadline to remedy the breach or provide evidence of compliance with the Agreement and the law. If no response is given or compliance is not proven, Enartia reserves the right to terminate the Agreement immediately, without prejudice to its right to claim:

- the full amount due, and
- full compensation for any damage suffered.

5.4 The Customer acknowledges and accepts Enartia's Offer Terms and Conditions, as published at: <https://www.papaki.com/oroi-xrisis/?lang=en#offer-terms>, as well as the commercial offers of each service. In particular, it accepts that offers apply to a limited number of products/services per Customer. If multiple purchases are made through different accounts attributable to the same natural or legal person, the offer shall become void and the Customer shall be obliged to pay the amount based on the price list: <https://www.papaki.com/domain-names-timokatalogos>. Enartia reserves the right to immediately suspend or cancel such services and claim damages.

5.5 The Customer acknowledges that it is solely responsible for actions performed through the Services or attributed to it, even if it has signed an SO on behalf of third parties to whom it has granted authorization. It is also responsible for the content and communications submitted, published, distributed or transmitted through the Services.

Accordingly, Enartia shall bear no liability whatsoever for unlawful acts of the Customer (criminal, civil or administrative) through the Services.

The Customer shall indemnify and hold Enartia harmless from any action, claim, demand, cost or expense (including reasonable attorneys' fees) arising from its non-compliance with the obligations and warranties accepted upon entering into these GTCPS or an SO, or in connection with the use of the Services.

5.6 Unless otherwise stated, the Services do not include the creation of backup copies of data. The Customer is required to perform frequent and secure backups of its files and data, its internal network and all connected devices, autonomously and under its sole responsibility. In addition, it is the Customer's responsibility to ensure that firewalls and antivirus software are adequately updated and suitable for its needs.

Art. 6. Limitations of Enartia's Liability

6.1 Enartia undertakes to use technology in accordance with industry standards and appropriate available resources for the provision of the Services offered to Customers.

6.2 To the extent imposed or arising from mandatory law, Enartia shall not be liable to the Customer or any third party for any damage or loss suffered by the Customer or a third party (including, indicatively, indirect damages, loss of profit, loss of business,

diminution in value, loss of property, domain names, contracts, use, loss or breach of data or information, damage to hardware or software or databases, or any kind of special, indirect or consequential damage or economic loss) related to or arising from the provision of the Services or the performance of this Agreement, unless there is fraud or gross negligence directly attributable to Enartia. Except in cases of fraud or gross negligence of Enartia and/or its employees and/or suppliers/subcontractors causing damage to persons or property, Enartia's contractual liability shall be limited to foreseeable damage directly caused by breaches of this Agreement or by negligence and may in no event exceed the amount paid by the Customer during the last 12 (twelve) months for the Services affected by the harmful event. Furthermore, where an act or omission of Enartia causes multiple incidents to the detriment of the Customer under this provision, all incidents resulting from the same act and/or omission of Enartia shall be considered a single incident. It is expressly agreed that the above limitation of liability under Article 6.2 shall not apply to Customers who are Consumers, namely natural persons purchasing or using the Services for purposes unrelated to business, craft, trade or professional activity.

The Customer accepts that Enartia bears no liability for delays or malfunctions in the provision of the Services due to events beyond Enartia's reasonable control, such as, indicatively:

- (i) force majeure events,
- (ii) events attributable to third parties, such as interruption or malfunction of telecommunications service providers or electricity lines, or acts or omissions of the competent Registration Authority,
- (iii) malfunctions of terminals or other communication systems used by the Customer.

In the event of interruption of the Service, Enartia undertakes to restore the Service as soon as possible.

The Customer accepts that Enartia bears no liability for acts or omissions of the Customer contrary to the obligations undertaken by it under these GTCPS or an SO, nor for malfunctions due to:

- defects in access means,
- improper use of such access means, or
- incorrect methods of access to the Services by the Customer.

In the above cases of events beyond Enartia's reasonable control (including errors of the Customer itself), Enartia shall bear no liability to the Customer or third parties for any loss, loss of profits or any other direct, indirect or consequential damage related to the performance of these GTCPS or the corresponding SOs.

The Customer is informed that the Services may be suspended, cancelled or transferred at the request of the competent authorities to which they are subject.

6.3 Without prejudice to the above, Enartia reserves the right to suspend or interrupt the provision of the Services for reasons of scheduled or extraordinary technical maintenance.

In the event of maintenance due to exceptional or unforeseen events, or due to force majeure, Enartia reserves the right to suspend the Services at any time, in whole or in part, even without prior notice.

Under normal circumstances, Enartia shall notify the Customer by email at least 48 hours in advance, also indicating the expected timeline for restoration of the Services.

The Customer accepts and acknowledges that Enartia shall bear no liability for any direct or indirect damage suffered due to or as a result of such interruptions.

6.4. Location of Hosting Infrastructure and Use of Third-Party Providers

The Customer acknowledges that the Company's servers, hosting infrastructure and related services (including, indicatively, Web Hosting, Email Hosting, VPS and other infrastructure services) operate in data centers within the European Union, which meet the applicable security and data protection standards.

The Company reserves the right to transfer, rearrange or modify the geographical location of its servers or hosting infrastructure, without prior notice to the Customer, provided that such transfer takes place within the European Union and does not materially affect the functionality of the service.

The Company shall not be liable for any direct or indirect consequences, delays or temporary interruptions that may arise from the process of transfer or change of location, provided that it has taken all reasonable technical and organizational measures to ensure service continuity.

The Customer also acknowledges and accepts that, for the provision of the relevant services, the Company may use infrastructure, software or services of third-party providers, in accordance with its prevailing technical, organizational and business structure. Further information regarding the processing of data by such providers is set out in the applicable Privacy Policy and/or Information Notice on Data Processing of the Company.

6.5. Support of Software Versions & Customer Liability

6.5.1 The Company may use technologies and software provided by third-party manufacturers or open-source communities (such as, indicatively, PHP, MySQL, CMS, etc.).

6.5.2 When the official provider or the development community discontinues support (end-of-life) or security updates for specific versions, the Company shall not be liable for any risks, incompatibilities or damage arising from the Customer's continued use of such versions.

6.5.3 The Company reserves the right to adjust, restrict or discontinue support for specific technologies or software versions for reasons of security, stability or compatibility.

6.5.4 Where technically feasible, the Company may provide limited technical support or continued operation for versions that are no longer supported by the manufacturer or the community. Such support concerns only the maintenance of the functionality of

the hosting environment and not the security, updating or proper functioning of the website itself.

6.5.5 For the provision of the above service, the Company may impose an additional technical or administrative charge, which shall be communicated in writing or by email at least 30 days before its implementation. The Customer shall have the right to terminate the contract without charge before the date of implementation of the new terms. Continued use of the service shall be deemed acceptance thereof.

6.5.6 The Customer retains sole responsibility for the security, maintenance and proper functioning of its website, as well as for the protection of the data and information hosted in its account.

6.5.7 The Company shall bear no liability for matters relating to the management, updating or security of the website itself, even if the Customer uses additional tools or support services (add-ons) provided by the Company or third-party partners.

6.5.8 For the protection of the infrastructure and the smooth functioning of all services, the Customer must keep its website/applications on an actively supported and stable version of PHP or other technology and programming language and apply regular security updates.

6.5.9 The Company shall bear no liability whatsoever for loss of data, security breach or technical malfunction resulting from neglect of the above obligations and/or from errors, misconfiguration or vulnerabilities in the code of the Customer's applications or website.

Art. 7. Duration, Renewals and Termination

7.1 These GTCPS shall remain in force for an indefinite period, whereas the individual SOs shall have the duration stated therein and/or in the relevant commercial offer.

7.1.2 If the Customer simultaneously maintains services purchased and/or renewed on the Company's new platform and services purchased and/or renewed on the Company's old platform, the following shall apply:

7.1.2.1 For services purchased and/or renewed on the new platform, these GTCPS and the corresponding SO shall apply.

7.1.2.2 For services purchased and/or renewed on the old platform and continuing to be provided as Papaki-Legacy Services, the corresponding Papaki-Legacy Special Service Terms shall apply in addition to these GTCPS, until the transfer, upgrade, replacement or cancellation of such services.

7.1.2.3 In particular for domain names, upon completion of their transfer to the new platform, these GTCPS and the then applicable SO for the domain name service shall apply.

7.1.3 In the event of upgrade, transfer or migration of a service purchased on the old platform to a new product and/or to the Company's new platform, upon completion of the relevant process the Papaki-Legacy Special Service Terms shall cease to apply to

the specific service, and from then on these GTCPS and the corresponding SO of the new product or new service shall apply.

7.2 Unless otherwise provided in the applicable SO, in the technical environment of the service, in the Customer's account settings or in specific communication of the Company, the Services may be automatically renewed upon their expiry for periods of equal duration to the initial period.

7.3 The Customer acknowledges that it is not possible to activate automatic renewal of a Service where bank transfer has been selected as the payment method.

7.4 The Customer may change the renewal method of a specific Service:

- from automatic to manual up to 20 (twenty) days before the expiry date, and
- from manual to automatic up to 30 (thirty) days before the expiry date.

In any case, before the expiry of the Services, the Customer shall receive a notice containing the necessary information for managing the renewal.

7.5 Termination of an SO also entails termination of the GTCPS, provided that the Customer does not maintain any other active Services from Enartia. The GTCPS shall remain in force until the expiry of the last Service purchased by the Customer.

7.6 Subject to the provisions of the following Article 8 ("Consumer Withdrawal. Exclusion from the Right of Withdrawal"), each Party shall be entitled to terminate the Agreement by written notice to the other Party, at least 30 (thirty) days in advance. After expiry of that period, the GTCPS and/or the SOs subject to termination shall be deemed expired and the relevant Services shall be deactivated.

In the event of termination by the Customer, Enartia shall not be obliged to refund fees for Services not yet provided.

In the event of termination by Enartia, the latter shall refund to the Customer the portion of the amount paid corresponding to unused days until the natural expiry of the Service, after deducting any costs incurred or suffered.

Any further refund, compensation or payment of damages in favor of the Customer is excluded.

7.7 The Customer agrees that termination of these GTCPS shall have no effect where a contractual relationship between the Customer and Enartia concerning an SO is pending, the contents of which, in the event of conflict, shall prevail over these GTCPS.

Therefore, if the Customer wishes to terminate these GTCPS, it must first or simultaneously terminate, where possible, any SO in force at the time notice of termination is given.

Art. 8. Consumer Withdrawal. Exclusion from the Right of Withdrawal

8.1 Any Customer who is a natural person and requests a service for purposes different from its professional activity ("Consumer") shall be entitled to freely withdraw,

without having to state reasons, from these General Terms and Conditions for the Provision of Services as well as from the individual Service Orders, within 14 (fourteen) days from the conclusion of the respective agreement.

Withdrawal may be exercised by the Customer by any express statement of its intention to withdraw from the contract, sent either by registered letter with acknowledgement of receipt to Enartia or by submitting a support request (support ticket) through its Control Panel, before expiry of the withdrawal period.

The relevant information for the exercise of the right of withdrawal, provided by Enartia to the Customer, is set out at the end of this document. The burden of proof for the proper exercise of the right of withdrawal in accordance with the above procedure lies with the Customer.

Following proper exercise of the right of withdrawal by the Customer, Enartia shall, within 14 days, refund the amounts received, including delivery costs where paid. The refund shall be made using the same means of payment as the Customer used for the initial transaction, unless otherwise agreed with the Customer, provided that the Customer does not incur any cost as a result of using a different means of payment.

8.2. Exclusion from the Right of Withdrawal

In any event, the Customer acknowledges that the right of withdrawal shall not apply in the cases provided for by applicable law, especially where services are immediately performed or are digital services, provided that performance has already begun with the Consumer's prior express consent and acknowledgment that it loses the right of withdrawal after the start and/or full performance of the service.

Indicatively, the above services include:

- (a) registration, transfer or renewal of domain names, including premium or aftermarket domains,
- (b) email services, and
- (c) VPS services and, more generally, cloud / IaaS infrastructure services.

8.3. Special Withdrawal and Commercial Policy Terms by Service

Without prejudice to the provisions of applicable consumer protection law and the exclusions of Article 8.2, the following shall apply to the individual services of Enartia:

(a) Domain names (.gr and other domains)

The registration, transfer or renewal of a domain name constitutes a service fully performed upon submission of the relevant request to the competent registry and reservation of the domain in favor of the Customer.

The Customer acknowledges that, pursuant to Article 16 of Directive 2011/83/EU, Law 2251/1994 and the mandatory regulations of the competent registries (indicatively ICANN, .gr Registry), the right of withdrawal does not apply once the registration process has started or been completed.

All charges for domain names are non-refundable. More information is available in the corresponding SO.

(b) Email Hosting Services

No refund policy is provided after activation of the service.

(c) Shared Hosting Services

A cancellation request may be submitted within thirty (30) days from activation or renewal of the service, for all Customers.

(d) WordPress Hosting Services (managed & unmanaged)

A cancellation request may be submitted within thirty (30) days from activation or renewal of the service, for all Customers.

(e) WooCommerce Hosting Services

A cancellation request may be submitted within thirty (30) days from activation or renewal of the service, for all Customers.

(f) Reseller Hosting Services

A cancellation request may be submitted within thirty (30) days from activation or renewal of the service, for all Customers.

(g) SSL Services

For natural persons acting as consumers, a fourteen (14)-calendar-day right of withdrawal applies, provided that no lawful exception applies. For legal persons or persons acting in the course of professional activity, no right of withdrawal is provided.

(h) Pixida Service

For natural persons acting as consumers, a fourteen (14)-calendar-day right of withdrawal applies, provided that no lawful exception applies. For legal persons, no right of withdrawal is provided.

(i) Website Builder Service

For natural persons acting as consumers, a fourteen (14)-calendar-day right of withdrawal applies, provided that no lawful exception applies. For legal persons, no right of withdrawal is provided.

(ia) VPS

The VPS service is provided by immediate performance and commitment of exclusive computing resources. Upon completion of the order, the Customer expressly requests immediate activation of the service and acknowledges that, pursuant to Article 16 of Directive 2011/83/EU and Law 2251/1994, it loses the right of withdrawal upon commencement of performance of the service.

(ib) Iubenda Service

For natural persons acting as consumers, a fourteen (14)-calendar-day right of withdrawal applies, provided that no lawful exception applies. For legal persons, no right of withdrawal is provided.

(ig) Backup Acronis and M365 Service

For natural persons acting as consumers, a fourteen (14)-calendar-day right of withdrawal applies, provided that no lawful exception applies. For legal persons, no right of withdrawal is provided.

(id) Semi Dedicated / Dedicated Services

The same provisions as those applicable to VPS Services shall apply.

For services not expressly referred to herein, the applicable legislation and the general provisions of Articles 8.1 and 8.2 of these GTCPS shall apply.

Art. 9. Termination for Cause

9.1 Enartia may terminate these GTCPS as well as any SO immediately, without observing a notice period, in the following cases:

- non-compliance by the Customer with the provisions of the following articles of these GTCPS:
- Article 4 (“Nature of the services, fees and payments”),
- Article 5 (“Use of the services and Customer liability”),
- Article 12 (“Industrial and Intellectual Property Rights”),
- as well as the provisions of Section I (“Provisions on the application for services by the Customer on behalf of third parties”),
- force majeure situations, in accordance with Article 14 (“Force Majeure”) of these GTCPS,
- insolvency, bankruptcy or other bankruptcy or enforcement measures against the Customer.

9.2 Enartia’s rights to payment of accrued fees up to the date of termination and to compensation for any damage suffered shall remain unaffected.

Art. 10. Amendments

10.1 Enartia reserves the right to amend these GTCPS, as well as the terms and conditions of the SOs or other documents constituting the Agreement with the Customer, at any time, upon giving the Customer 30 (thirty) days’ prior notice by email, provided that one of the following reasons applies:

- changes in technical/economic/contractual conditions imposed by third parties (indicatively and not restrictively, suppliers and commercial partners) and/or entry into force of new legislative or regulatory provisions or amendment of existing

ones (including rules imposed by Domain Name Authorities), and/or amendments related to the annual inflation change;

- need to maintain an adequate level of service;
- ensuring adequate security standards of the platform;
- entry into force of new legal provisions;
- and/or changes in the selling prices of the services or in the methods of providing the Services.

10.2 The changes referred to in the previous paragraph shall enter into force 30 (thirty) days from the date of notification to the Customer. In the event of amendments entailing a change in the services provided or an increase in the price of the Services, if the Customer does not accept the new terms, it retains the right to withdraw from the Agreement no later than the date of entry into force of the amendments, without penalty or cancellation costs.

Art. 11. Communications between the Parties

The Parties agree that the use of tickets shall constitute the main means of sending communications to the Customer, which are required by law or must be made under these GTCPS and/or the individual SOs. Communications shall be sent by Enartia to the email address linked by the Customer to its Enartia account. The Customer undertakes to update this address in the event of change and to check it daily, so as to be promptly informed of communications sent to it.

The Customer may also communicate with Enartia in accordance with the provisions of the Contact page of the Website (<https://www.papaki.com/epikoinonia/>).

Art. 12. Industrial and Intellectual Property Rights

Enartia and/or any person holding rights through it shall remain the owners of the rights of ownership and economic exploitation of inventions, programs, texts and works (including software, documentation and written programs, studies, etc.) or anything else prepared, created or developed in relation to the Services offered to the Customer, to whom only a limited and non-transferable right of use is granted.

Art. 13. Applicable Law and Competent Court

13.1 This Agreement and all rights and obligations arising therefrom shall be governed by and construed in accordance with Greek law.

13.2 Any dispute arising out of or in connection with this Agreement or its performance shall fall under the exclusive jurisdiction of the Courts of Heraklion, Crete; where the Agreement has been concluded by a Consumer, the competent court shall be the court of the Customer's domicile or residence.

Art. 14. Force Majeure

14.1 Subject to the provisions of the preceding articles of these GTCPS, Force Majeure shall in any event include (without being limited thereto): natural disaster,

lightning or fire, internal disturbances, government measures, conscription, war, terrorist attacks, transport obstacles, strike, lockout, business shutdown, supply stagnation, unavailability of one or more staff members (due to illness), epidemics, pandemics, import and export obstacles.

14.2 In addition, any malfunction or failure of internet, data, network, power and telecommunications infrastructure or facilities, cybercrime, network attacks, (D)DoS attacks, large-scale cyberattacks, power outages, extensive cyber incidents affecting Enartia or its Suppliers shall also be deemed Force Majeure.

14.3 The Party affected by the Force Majeure event shall not be deemed in breach of the Agreement, nor shall it bear any liability to the other Party for delay or inability to perform obligations arising therefrom (and the time for performance shall be extended accordingly), insofar as and to the extent that such delay or inability is due to a Force Majeure event. This clause shall not extend to the obligation to pay amounts due, which must in any case be paid after the end of the Force Majeure event, subject to Article 15.4 below.

14.4 If the Force Majeure event continues for a continuous period of more than one (1) month from its start date, the other Party may send notice to the affected Party to terminate the Agreement. The termination notice must specify the termination date, which may not be earlier than seven (7) days after the date of sending the notice. Once a valid termination notice has been sent, the Agreement shall terminate on the date specified in the notice.

Art. 15. Personal Data Protection

15.1 With regard to the processing of personal data related to the Customer, Enartia acts as controller for purposes of management, billing and general administration of the contractual relationship with the Customer, for purposes of protecting its legitimate interests and for compliance with legal obligations binding upon it (e.g. legislation on the processing of telecommunications traffic data), as well as in relation to the processing of personal data related to certain Services, such as the registration and management of domain names (depending on the End Registrant) and SSL certificates, as described in detail in the privacy policy at the following link: <https://www.papaki.com/cookie-policy>

15.2 With regard to the provision of Services involving the processing of personal data on behalf of the Customer, the Customer typically acts as controller, unless and when it acts as processor on behalf of a third party, which in turn acts as controller or processor. In such case, Enartia typically acts as processor on behalf of the Customer, in accordance with the instructions provided in writing by the Customer and as analyzed in the “Data Processing Agreement – Template”, which forms an integral part of the GTCPS and is available at the following link: <https://www.papaki.com/cookie-policy>

15.3 If the Customer wishes to customize the contents of Annex 2 of the above Agreement, it may download the editable version (“Data Processing Agreement Editable Version.pdf”) from the following link: <https://www.papaki.com/legal/dpa-editable/>

In such case, the Customer undertakes to complete and sign the relevant agreement and send it to: dpo@enartia.com.

Art. 16. Compliance with Regulation (EU) No. 2022/2065 – Digital Services Act

16.1 Enartia, including its subsidiaries, complies with the measures provided for in Regulation (EU) No. 2022/2065 – Digital Services Act (hereinafter “DSA”). Customers are responsible for the content they upload, share or otherwise make available through our services. Any content that violates the DSA or other applicable law or our Terms & Conditions may be removed, and users may be subject to suspension or deletion of their account, including at Enartia’s initiative.

16.2 Enartia shall cooperate with the competent authorities as required by the relevant regulation and the DSA, including by providing information (including personal data) and assistance in investigations. The single point of contact for the Authorities of the Member States, the European Commission and the European Board for Digital Services is accessible, in English or Spanish, at the email address: abuse@enartiasecurity.net.

16.3 If any natural or legal person becomes aware of the presence of specific information and/or content on Enartia’s service that it considers unlawful, it may contact Enartia at the single point of contact at: abuse@enartiasecurity.net, by sending a notice that meets all of the following requirements, in accordance with Article 16 DSA:

- a sufficiently substantiated explanation of the reasons why the person considers the information to be illegal content; and
- a clear indication of the exact electronic location of the content, e.g. the URL or URLs, and where necessary additional information enabling identification of the illegal content, adapted to the type of content and the hosting service; and
- the name and email address of the person or organization submitting the notice, except in cases where the content concerns the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; and
- a statement confirming that the submitter acts in good faith and that the information and allegations in the notice are accurate and complete.

Once Enartia receives the notice, it shall send an acknowledgment of receipt to the sender without undue delay.

Such notice shall be deemed to give Enartia actual knowledge as regards the specific information, so that it may take a decision on the reported cases when all four above criteria are met and allow a diligent hosting service provider to identify the illegality without detailed legal analysis (hereinafter the “Notice”).

16.4 In the case of Notices meeting the above requirements, Enartia shall inform the relevant person or entity without undue delay, taking into account the case and its complexity, of its decision regarding the relevant information (hereinafter the “statement of reasons”).

16.5 If the person or entity disagrees with Enartia's decision, it may contact abuse@enartiasecurity.net again, substantiating the reasons for disagreement. Enartia shall review the request and communicate its final decision.

Irrespective of the above procedure, the person or entity may report the allegedly unlawful content or activity to the competent public authorities to protect its rights.

Art. 17. Telephone Support Terms

Telephone support by Enartia is provided exclusively in Greek and English, on the days and at the times announced from time to time on the Company's website. Support is provided by specialized staff, who reserve the right to immediately terminate the call in cases of inappropriate, insulting, threatening or aggressive behavior by the Customer.

The Company reserves the right to modify, restrict or discontinue telephone support for technical, operational, organizational or other reasonable reasons. In such cases, alternative means of support may be provided, such as ticket, email or live chat.

The Company shall not be liable for delays or inability to provide telephone support due to high call volumes, temporary technical issues or other circumstances beyond its reasonable control.

The Customer acknowledges and accepts that telephone communications with the Support Service may be recorded solely for purposes of quality control, staff training, security and documentation of communications, in accordance with the applicable Privacy Policy of the Company: <https://www.papaki.com/cookie-policy>.

Art. 18. Security Checks, Account Limits and Offer Abuse

18.1 Accounts placed under review or verification status (indicatively "Verificare") may be subject to temporary or permanent restriction of certain functions. Such restriction may include, indicatively, disabling or suspending access to promotional actions, discounts or other commercial benefits. The purpose of such status is to ensure compliance with the Company's policies and verify the authenticity of the information provided by the user.

18.2. Multiple Accounts

Each Customer is allowed to maintain only one account per unique VAT number or other verified identification element. If it is established that a Customer maintains multiple accounts using the same VAT number or other identifying information, we reserve the right:

- to suspend or terminate immediately all related accounts,
- to cancel any promotional benefits obtained through the creation of multiple accounts.

18.3. Promotional actions and abuse prevention

Promotional offers are intended for genuine, individual use. Any attempt to exploit, manipulate or abuse promotional actions, such as creating duplicate accounts or

providing false information, may lead to cancellation of the benefits and restriction of access to future offers.

Art. 19. Reward Program / Price Tier Classification (Badges / Loyalty Program)

19.1 The Company may implement a reward program and/or classify customers into pricing tiers / price lists, based on objective criteria determined by it, indicatively and without limitation, in relation to the Customer's services and the Company's commercial policy.

19.2 For the calculation of eligibility and price tier classification, only products and services for which consideration greater than zero (0€) has been paid shall be taken into account, in accordance with the Company's then applicable criteria.

Services acquired free of charge, including indicatively free promotional benefits, bonuses or other zero-value transactions, shall not be counted.

19.3 The Customer's pricing tier may change automatically, upwards or downwards, depending on changes in eligible domain names. The relevant changes shall apply to future pricing.

19.4 Customers subject to a special, individualized or non-standard price list shall be excluded from automatic classification, unless expressly agreed otherwise.

19.5 The Company may, at its discretion, choose not to publicly disclose the individual thresholds, ranges, levels or internal criteria of the Program. The applicable pricing tier and/or corresponding price may appear exclusively in the Customer's account, in the control panel, in the shopping cart and/or during checkout.

19.6 The Company may send automated notifications in the event of a change in the Customer's pricing tier. Such notifications may include the name of the tier or general information about it, without any obligation to disclose internal thresholds or the full ranking mechanism.

19.7 Participation in the Program or inclusion in a specific pricing tier shall not create any permanent, irrevocable or vested right in favor of the Customer. The Company reserves the right to amend, suspend or abolish the Program, the eligibility criteria, the pricing tiers, the related benefits or the manner in which they are displayed at any time.

Art. 20. Service Credits – Uptime Guarantee

Applies to: Web Hosting, Semi-Dedicated Hosting, WordPress Hosting, Managed WordPress Hosting and Reseller Hosting packages.

If the availability of the infrastructure supporting your hosting package falls below 99.9% during a calendar year, the Company shall credit your hosting account as follows:

Annual Uptime | Credit

From 99% to 99.9% | 10% Credit

From 98.99% to 97% | 30% Credit

Art. 21. Limitations

21.1 The Customer shall not be entitled to credit for any failure, malfunction or unavailability of a website arising from or related to:

1. conditions beyond the reasonable control of the Company, including indicatively: government actions, wars, riots, sabotage, armed conflicts, embargoes, fires, floods, strikes or other labor actions, delays or interruptions in transport, interruptions of telecommunications services or third-party providers, hacker or virus attacks, failures of third-party software (such as e-commerce software, payment gateways, chat systems, statistics tools or free scripts), or inability to obtain raw materials, equipment or power;
2. scheduled or emergency maintenance and upgrades of the Company's technological infrastructure;
3. problems relating to the Customer's DNS, FTP, POP, IMAP or SMTP access;
4. false reports of non-functioning of the Company's systems;
5. acts or omissions of the Customer (or approved by it), such as modifications or interventions to scripts (e.g. CGI, Perl, HTML, ASP), negligence, intentional misuse or use of services in violation of the terms or acceptable use policy;
6. delivery or sending of email or webmail;
7. interruptions or delays in the rest of the internet that prevent access to the Customer's website. The Company is not responsible for browser issues or DNS errors affecting the display of the service for the Customer. In addition, it bears no liability for internet access quality issues caused by the Customer's internet provider. The Company guarantees only the infrastructure under its control, namely: the servers, the servers' routers and their connection to the internet.

21.2. Hardware Replacement Guarantee – Within 240 Minutes

(For servers covered by SLA)

The Company guarantees the functionality of all rented/purchased hardware components and shall replace any that fail, at no cost to the Customer. The replacement process shall begin as soon as the root cause of the issue is identified.

Hardware replacement is guaranteed to be completed within 240 minutes from recognition of the issue. If replacement takes more than 120 minutes, the Company shall credit the Customer with one day of service charges for each additional hour of delay, up to a maximum of 100% of the Customer's monthly service cost.

This guarantee excludes the time required for RAID array recovery.

Art. 22. Terms and Conditions applicable to all Offers

22.1. General Terms of Offers

Discounted offers apply only to new purchases (and not to renewals or transfers/changes), unless otherwise stated in the relevant offer.

Offer prices are indicative and may change without prior notice.

Offers may be modified without notice.

The discounted price appears in your shopping cart.

Prices do not include VAT.

Offers are limited to a maximum of three (3) uses per registered email.

Creating multiple accounts for the purpose of repeated and abusive use of the same offer is not allowed.

Special discount offers may not be combined with any other offer, discount, promotion or sales discount.

Enartia reserves the right to reject the use of any offer and/or cancel products purchased using an offer if abusive or fraudulent use is established.

In the event of exceeding the permitted usage limits or creating multiple users for abusive use of the offer, Enartia reserves the right to invoice the full value of the products purchased through abusive use of the discount. Billing shall take place at the end of the month in which the abusive use was detected.

22.2 Special Offer Terms for Domain Names

The discount applies to new domain name registrations and only to specific TLDs referred to in the relevant offer.

Discounts do not apply to taxes, transfers, premium domain names or pre-registration fees.

All domain name registrations and renewals are non-refundable and subject to the General Terms of Use of the services.

Certain domain names may be charged up to 10 days before the renewal date.

22.3 Special Offer Terms for Web Hosting

When using an offer to purchase a website hosting package, if the Customer requests migration of websites from a previous package to the new offer package, there is an additional charge of EUR 30 plus VAT for the migration, as well as variable cost depending on the number of websites being migrated.

22.4 Automatic Renewal of Service

After the initial purchase period, products purchased with a discount shall automatically renew at the then current standard renewal list price.

You may disable automatic renewal at any time from your account.

22.5 General Terms

By using this website and/or purchasing products and services from Enartia, you agree to and are bound by the Terms of Use of the services.

22.6 Reward Programs

The Company reserves the right to modify, suspend or terminate at any time, without prior notice, the terms and conditions governing the reward program, including indicatively: the method of acquisition, the rewards, the levels, or even the existence of the program itself.

The User understands and agrees that participation in the Program does not grant any kind of permanent or irrevocable right, and that the Company bears no liability for any loss of benefits or rewards due to modification or abolition of the Program.

Art. 23. Trademark – Trademark Registration

23.1. Definition of Trademark Services

“Trademark Services” include the registration of a trademark with the competent Trademark Office (OBI), as well as the related advisory services provided by the Company.

23.2. Registration Procedure

The Company shall appoint an employee (request manager) responsible for the national registration of the trademark, which is performed manually. The request manager provides the Customer with information regarding the procedure, which includes the following stages:

1. conducting a legal review on the availability of the mark in the classes relevant to the Customer (advisory services);
2. filing an application for registration with the Trademark Office, with filing number, date and time, and recording it in the trademark register;
3. the trademark examiner checks whether all requirements of the application are met and issues a relevant decision;
4. if the conditions are met, the decision is approved and published.

23.3 Managers do not provide legal services or legal advice.

23.4 The Customer agrees to provide all necessary documents and authorizations for the completion of the Trademark Services.

23.5 The Customer undertakes to provide valid and authentic information, at its own expense; the Company bears no responsibility for the authenticity thereof.

23.6 All information and documents shall be deemed confidential.

23.7 The Company's fee includes the advisory services and the trademark registration service.

23.8. Right to Reject Request

The Company reserves the right to refuse to undertake any registration, for any reason and at any time, without prior notice, especially in cases of conflict of interest or incompatibility with the law.

23.9. Grounds for Rejection of a Trademark (by law)

A trademark cannot be approved if:

- (a) it does not fall within the definition of a trademark;
- (b) it lacks distinctive character;
- (c) it consists exclusively of generic terms (e.g. type, quality, origin);
- (d) it includes common expressions or trade terms;
- (e) it consists exclusively of shapes dictated by the nature of the product;
- (f) it is contrary to morality or public order;
- (g) it may mislead the public (as to origin, quality, etc.);
- (h) it relates to wines or spirits and misleads as to geographical indication;
- (i) it includes protected designations or geographical indications already registered under EU law;
- (j) it contains names of states, flags, national symbols or religious symbols, in breach of Article 6(3) of the Paris Convention.

23.10. Additional Grounds for Rejection (conflict with earlier rights)

A trademark shall be rejected if:

- (a) it is identical to an earlier mark for identical products/services;
- (b) there is a likelihood of confusion with an earlier mark due to similarity;
- (c) it unfairly exploits or harms the reputation or distinctive character of an earlier trademark;
- (d) it infringes other distinctive signs or unregistered trademarks used in trade;
- (e) it violates personal rights, copyright or industrial property rights of third parties;
- (f) the filing is made in bad faith.

23.11. Financial Terms

The Company's fee does not include:

- administrative fees payable to the State (eParavolo),
- advance lawyer fee levies,

which shall be borne by the Customer.

If the Customer issues an eParavolo and cancels it/issues a new one, the price may change.

23.12 The fee does not include any additional actions (e.g. opposition before the Trademark Committee).

23.13 No changes are permitted after registration (e.g. to classes, wording or logo).

23.14 The procedure differs in the case of an EU or international trademark application.

General Disclaimer of Liability for Trademark Services

23.15 The trademark approval process is inherently subjective and unpredictable. The Customer confirms that it understands that the process is subjective and that there may be inaccuracies in the data that could affect the results of any studies or projections provided to it.

23.16 The Customer also understands that any decision taken by it and/or the business entity after consultation with the trademark examiner or trademark specialist does not provide any guarantee of success, as with any similar process or decision to take legal action or enter into adversarial or contentious proceedings.

23.17 Any timeframes and completion dates provided are estimates, and the Customer acknowledges that the nature of trademark registration may cause significant variations or changes in completion times, with little or no notice.

23.18 The Company bears no liability whatsoever for delays in trademark registration. In addition, the Customer understands that the Company, the Examiner and/or the trademark specialist cannot predict with certainty whether the trademark application will face additional challenges from the Trademark Office or from third parties opposing the application.

23.19 The Customer understands that if such challenges or objections arise, additional official fees and examiner fees may arise for defending against such challenges or objections, for which the Company, the examiner and/or the trademark specialist bear no liability whatsoever.

23.20 The Customer understands that it is solely responsible for creating, storing and maintaining backups of its business files, registrations and activity data. This Trademark Services Agreement and any registration for future use of the website shall not be construed as creating any responsibility on the part of the Company for storing, maintaining, backing up, preserving or providing access to any information or data for any period of time whatsoever.

If you have any further questions, concerns or queries regarding our Services relating to trademarks or anything related thereto, please contact us through the form you will find here.

Art. 24. Papaki-Legacy Services

24.1 Papaki-Legacy Services means services purchased, activated and/or renewed through the Company's old platform and which continue to be governed by a special technical, operational, administrative and/or commercial regime.

24.2 The corresponding Papaki-Legacy Special Service Terms apply to Papaki-Legacy Services, in addition to these GTCPS, and shall prevail over them in the event of specific regulation or conflict, exclusively with respect to the specific service.

24.3 Papaki-Legacy Services may remain available exclusively for renewal, in accordance with the corresponding Papaki-Legacy Special Service Terms and the Company's prevailing technical environment.

24.4 In particular for SSL certificates that continue to be provided as Papaki-Legacy Services, the Customer acknowledges and accepts that, upon renewal of the relevant service, the respective certificate may be renewed through the issuance of a corresponding certificate by Sectigo or another provider designated by the Company, in accordance with the then applicable commercial policy and the corresponding contractual texts.

25. Hacked WP Cleanup Service

25.1 The Company offers the Customer the possibility of checking, cleaning and restoring an infected WordPress website, for an extra charge. The service includes cleaning the website, protection against future attacks and infections, the necessary upgrades both to WordPress and to plugins and themes, etc.

25.2 The cost of the service varies depending on the number of WordPress websites of interest to the Customer:

1–2 websites: €75 + VAT / website

3–6 websites: €60 + VAT / website

7–10 websites: €50 + VAT / website

25.3 The service is offered for WordPress websites that have version 4 or higher installed and are hosted on the Company's servers.

25.4 If the cleaning process requires intervention for corrections on the website by our team, after consultation with the Customer, a short downtime may be scheduled for the implementation of the corrections (up to one hour).

Art. 26. Terms and Conditions for Countries under Sanctions

26.1 These Terms and Conditions govern the Company's actions regarding compliance with sanctions imposed by the European Union, the Greek Government and international authorities against sanctioned countries. The Company undertakes to ensure that none of its operations, services or transactions violate such sanctions.

26.2 The Company reserves the right to terminate immediately any agreement, cooperation or contract if it is established that the customer or partner is located in a sanctioned country or conducts business activities with such country.

26.3 The services described in this Agreement may be subject to export controls or restrictions by the Greek Government, the European Union or countries of the

European Free Trade Area. The Company's services must not be re-exported, sold, transferred or used to provide services to embargoed countries or to/through residents or nationals thereof.

26.4 If the Customer or its end customers use or access the services in violation of the rules established by the Greek Government, the European Union or countries of the European Free Trade Area, the Customer bears sole responsibility. The Customer undertakes to fully comply with all applicable laws, including export and import regulations established by the above authorities.

26.5 The Customer represents and warrants that none of the content or information it acquires through use of the services shall be used for any harmful or unlawful purpose, including, without limitation, activities, supplies or services listed in the decisions of the above authorities, unless expressly authorized by a competent governmental authority. In addition, the Customer undertakes to ensure that its own customers comply with the applicable regulations.

26.6 The Company may terminate the Agreement immediately by written notice to the Customer if the Customer or any of its partners, employees or representatives breaches the obligation to comply with the prohibition on re-export to embargoed countries or any applicable export control legislation.

Art. 27. Money-Back Guarantee

27.1 For the Company's hosting packages and the following services: (a) Web Hosting, (b) WordPress Hosting and (c) Managed WordPress Hosting, which are accompanied by a money-back guarantee, the guarantee may be used within 30 days from the activation date of the hosting account. If the Customer is not satisfied with the quality level of the Company's hosting service, it may request cancellation of the current contract within 30 days from activation of the account; otherwise, it shall be deemed to tacitly agree to the continuation of the provision of the service and waive the right to refund of the amounts paid.

In the event of cancellation within the 30 days, the Customer's subscription amount shall be refunded. If the amount included additional charges (purchase of domain name, purchase of SSL, purchase of Static IP, third-party providers, bank or credit charges, setup costs, additional services), the subscription amount shall be refunded after deduction of the above. The Company may refuse a refund after the 30th day from registration.

27.2 This commercial policy applies independently of the statutory right of withdrawal, where provided, and does not apply where a more specific SO or special offer provides otherwise.

Art. 28. Electronic Delivery of Documents

28.1 The Customer must notify the Company of the email addresses to which issued invoices will be sent. Specifically, invoices are sent to the email address declared in the billing details by the administrator, while receipts are sent to the administrator's email. In addition, the Customer expressly declares that the specific email address and any update concerning it are under its full, exclusive and indisputable control. No third party should have access to such addresses unless authorized by the Customer

itself. The Company bears no liability for third-party access to the Customer's email addresses, nor for any damage arising from such access or use.

28.2 The Customer is solely responsible for any changes to the submitted data, and especially to email addresses, and must notify the Company thereof. The Company bears no liability in the event of inability or delayed access by the Customer to its email.

28.3 The Company bears no liability whatsoever for any damages (positive or negative) suffered by the Customer or third parties arising from inability or delayed access by the Customer to its email.

28.4 The Customer accepts that the Company makes every reasonable effort to ensure the availability of the electronic document delivery service. In any event, after issuance of a document, it is also available through the Company's control panel, where the Customer can find and download it from its account's "Order History".

Art. 29. Acceptance of Terms of Use

29.1 These terms of use of the Company's services have been drafted in accordance with Greek legislation, are governed by Greek law, applicable European Union law and international agreements, and are interpreted in accordance with the principles of good faith, commercial practices and the socio-economic purpose of the law.

If any term or provision is found to be invalid or unenforceable, this shall not affect the validity and application of the remaining terms. The contracting parties shall make every effort to replace invalid provisions with suitable ones approximating as closely as possible the content of the invalid terms.

29.2 Subscribers to the Company's services must be over 18 years old.

29.3 The Customer agrees that all details submitted on the forms to the Company are true and accurate. It also declares that it does not intentionally violate third-party rights. In the case of legal persons, the commitment concerns the specific legal person.

29.4 Use of the Company's websites implies that the Customer accepts all the terms stated on this page. Reading this text is necessary before using services or submitting an order. Consent and unconditional acceptance of the terms is declared by clicking the link "I have read and accept the Terms of Use" or by any other means leading to the use of a service or the ordering of a product/service or the use of the Company's websites, and shall be deemed signature of this text.

29.5.1 The Company provides the Customer with third-party software depending on the service order. Its terms of use may differ from the Company's terms. The Company's customers are bound by all licensing terms of the third-party software and must accept them. The provision and offering of third-party software does not form part of the Company's software. The Company does not provide support or warranties for its use or operation.

29.5.2 Any electronic service order is sent to the Company via the internet only if the Customer has previously unconditionally accepted the above terms, as confirmation

that it has fully understood and agrees with them.

29.6 The terms hereof replace any other agreement or arrangement between Customer and Company, whether oral, written or otherwise, including any statements by representatives of the Company.

29.7 The Company may at any time discontinue or modify the products and services it provides. The Company bears no liability or obligation to compensate due to discontinuation of services.

SECTION I. PROVISIONS ON THE APPLICATION FOR SERVICES BY THE CUSTOMER ON BEHALF OF THIRD PARTIES

Art. 1. Scope of Application

1.1 This section describes the additional rights and obligations of the Customer who purchases Enartia's Services on behalf of third parties (hereinafter the "Users"), offering them the Services and possibly free of charge (hereinafter the "Customer on Behalf of Third Parties").

Art. 2. Obligations of the Customer on Behalf of Third Parties

2.1 The Customer on Behalf of Third Parties undertakes to:

- inform the Users and ensure that they have understood, and where required accepted, the relevant contractual documentation prepared by Enartia and published on its website (including the SOs, GTCPS, Privacy Policy, Data Processing Agreement), paying particular attention to the lawful use of the Services in accordance with technical and regulatory specifications,
- ensure that the Users have entered into an appropriate contract for each Order and retain a copy of the Contract, which it shall provide to Enartia upon request or in the event of an audit conducted by Enartia directly or through a third party designated by Enartia,
- guarantee that Orders for Users do not infringe third-party rights,
- not use trademarks or distinctive signs belonging to Enartia without its express written permission,
- provide Enartia with all information necessary for the proper performance of the contract, so that it is current, correct and truthful,
- correctly execute Service orders through Enartia's website,
- provide Users with an appropriate Privacy Policy, especially in domain name registration situations, including the personal data to be transmitted to the competent authority and suppliers, and obtain, where required, express consent to processing in accordance with the law,

- inform Users that Enartia may contact them for non-commercial information or clarifications where requested by the competent authority,
- keep its own personal details and those of the Users, including administrators, up to date, and inform Enartia of changes,
- guarantee that the data provided by the Users regarding any Product/Service is processed in accordance with applicable law and may be transferred due to the provision of the Service,
- send to Users any update that Enartia deems useful to communicate; it bears direct responsibility in case of delay,
- ensure that purchases on behalf of Users are made only after authorization by them.

2.2. Specifically for Domain Name Registration and Management Services

It shall:

- advise Users to comply with the terms, policies and procedures of the competent registration authority (e.g. ICANN, IANA) available on their websites and on Enartia's website: <https://www.papaki.com/legal/tld-gtld-policies/>
- inform them that for changes to metadata of gTLDs managed by ICANN, the relevant transfer policy applies: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>
- inform them of the application of the UDRP policy to domain name rights disputes: <https://www.icann.org/resources/pages/help/dndr/udrp-en>
- inform them that in the event of a dispute, the principal is obliged to cooperate in due time before the competent courts.

Art. 3. Customer Liability for Third Parties

3.1 The Customer on Behalf of Third Parties bears sole responsibility (to the extent permitted by law) for:

- fulfilling the obligations of this Section,
- actions performed through its account, such as management of services, updating of data,
- sale of services under terms different from Enartia's terms,
- consequences of failure to renew services (e.g. loss of domain, data),
- disputes between Customer, Users and third parties,
- unauthorized purchases of services by Users.

3.2 The Customer assumes liability and is obliged to indemnify Enartia and other companies of the team.blue group in the event of claims by third parties related to the

performance of the contract or breach of the Users' obligations.

3.3 In the event of breach by the Customer or User, Enartia reserves the right not to activate or to suspend the Services, as well as to take legal action for damages.

3.4 Where domain name registration or management is involved, the Customer declares that it has written authorization from the User for all necessary actions and is obliged to provide it upon request.

3.5 In addition, Enartia reserves the right to contact the User directly in order to request confirmation for any operation relating to the domain name, if it deems this necessary at its discretion.

Art. 4. Lack of Exclusive Right

4.1 The Customer on Behalf of Third Parties acknowledges that it has no exclusive rights and that Enartia may enter into contracts directly with the Users, even for similar products or services.

Art. 5. Continuation of Services after Termination of the Agreement

5.1 In the event of termination of the agreement for any reason, the Customer is obliged, upon reasonable notice, to assist so that Enartia may continue providing the Services without interruption, unless the User or Enartia expressly disagrees.

The Services shall be transferred "as is", as delivered by the Customer on Behalf of Third Parties, and Enartia assumes no liability whatsoever towards the Users for the Services provided by the Customer. Nor does Enartia undertake substitution in the management performed by the Customer (domain, updating of data, etc.), unless it decides otherwise.

SECTION II. PROVISIONS ON TRIAL SERVICES

Art. 1. Subject Matter and Conclusion of the Trial Service Agreement

1.1 In order to allow the Customer to test the features and qualities of its products and services or some of them, or in connection with specific promotional actions, Enartia may offer the Customer the possibility to purchase the Services and benefit from a period of free use thereof (hereinafter the "Trial Period").

1.2 Unless otherwise provided in the following articles, Enartia's General Terms and Conditions for the Provision of Services (GTCPS) and the SO for the Service activated through the Trial Period shall apply (available here: <https://www.papaki.com/legal/>). These terms form an integral and essential part of this document, which the Customer declares to have read, understood and accepted, and undertakes to comply with even during the Trial Period.

1.3 The agreement relating to the Service for which a Trial Period is provided ("Trial Service") is concluded when Enartia, after receipt of the Order from the Customer (including electronic submission), proceeds to activate the Trial Service.

Art. 2. Duration of the Trial Period

2.1 The duration of the free Trial Period is communicated to the Customer together with the features of the Service under trial and is visible in the Customer's Control Panel.

Art. 3. Payment Means for the Trial Service

3.1 Depending on the type of Service offered, upon activation of the Trial Service, the Customer shall have the option to enter credit card or PayPal details or associate the Service with already stored details (card or PayPal) in its Enartia account. These shall be used for payment of the Service after expiry of the Trial Period and for future renewals.

Art. 4. Final Purchase of the Service

The Customer proceeds to the final purchase of the Service unless it declares its intention not to continue at least 5 days before the end of the Trial Period.

If no such intention is declared, the Service shall automatically be converted into a subscription with automatic renewal. The Customer's credit card or PayPal account shall be charged one (1) day before the end of the Trial Period.

In any case, the Customer may, up to one (1) day before the end of the Trial Period, change the payment method to manual through its Control Panel.

The Service shall continue without interruption and remain active for the duration provided for in the Customer's Control Panel.

Payment details shall be associated with the Customer's account for future payments and stored by a PCI-DSS-certified company on behalf of Enartia.

SECTION III. RELEVANT INFORMATION FOR CONSUMERS

This relevant information applies to the category of "Consumers", as defined by the relevant legislation, and forms an integral part of Enartia's General Terms and Conditions for the Provision of Services, as well as of the SOs relating to Services purchased remotely or outside a commercial establishment. The Customer/Consumer is informed of the following:

1. **Enartia:**Any complaints may be addressed to Enartia.
2. **Services provided:**The services offered by Enartia; the characteristics of each service are visible and easily accessible on Papaki's website (link: <https://www.papaki.com>).
3. **Price of services:**The total price of the services, including taxes and any shipping or delivery costs, is easily accessible in each section relating to the relevant services.
4. **Payment methods:**The payment methods for the purchase of Enartia Services are referred to in each Service Agreement. Enartia generally accepts the following payment methods: 1) credit and debit cards, 2) PayPal, 3) IRIS, 4) bank

transfer/DIAS. More details are provided on the page: <https://www.papaki.com/tropoi-pliromis>.

5. **Performance of the service:** Performance of the service by Enartia begins after receipt of payment from the Customer and is completed as stated in the description of each individual Service, available on the homepage and in the relevant Service Agreements. In some services, such as domain registration or transfer, the required time depends on the relevant Registration Authorities.
6. **Complaints:** Customer complaints may be sent to Enartia through the Complaints Form provided on the page: <https://www.papaki.com/epikoinonia/>. Complaints are examined in order of receipt, except for more serious cases, which are prioritized. In any case, Enartia provides maximum support and on average responds within 3 working days of receipt.
7. **Right of withdrawal:** Any Customer who is a natural person and requests a service for reasons different from its professional activity ("Consumer") has the right to freely withdraw, without stating reasons, from the General Terms of the Agreement and from each individual Service Agreement, within fourteen (14) days from the conclusion of the relevant agreement.

Withdrawal is exercised by an express statement of the Customer, sent to Enartia by registered letter with acknowledgment of receipt, before the expiry of the withdrawal period. The burden of proof for proper exercise of the right lies with the Customer.

After proper exercise of withdrawal, Enartia refunds within 14 days the amounts received, including any delivery costs (if any). The refund is made with the same payment method used by the Customer, unless otherwise agreed and provided that no cost arises for the Customer.

Enartia is not obliged to refund additional delivery costs if the Customer chose a different and more expensive method of delivery than the basic one offered by Enartia.

Enartia reserves the right to withhold the refund until it has received the goods back or until the Customer has proved that it has returned them. Unless Enartia undertakes collection itself, the Customer must return the goods within 14 days from notification of the decision to withdraw. Return costs are borne by the Customer, unless Enartia had not informed it in advance.

Exceptions from the right of withdrawal: Withdrawal cannot be exercised after full performance of the service by Enartia, provided that performance began with the Customer's information and consent and with acceptance of the loss of the right of withdrawal.

It is emphasized that the initiation of a domain registration process (including premium domains), activation of electronic mail and other services requiring applications to third parties or Authorities constitute "full provision of the service".

1. **Support through Third-Party Platforms – Zendesk & Deskpro**
2. a) In the context of support services, we use the Zendesk platform. By using our services, you accept that the Zendesk Services Agreement applies, including its data handling policies: <https://www.zendesk.com/company/agreements-and-terms/>

3. b) Similarly, the terms of Deskpro's general agreement apply: <https://www.deskpro.com/legal/general-service-agreement>
4. **After-sales support:** Provided through the "Support Request" channel in the control panel or by telephone at the number referred to on the page: <https://www.papaki.com/epikoinonia>, on the stated days and hours.
5. i. **Duration of the general terms of the agreement and the individual service orders:**

The individual SOs form an integral and essential part of the General Terms and Conditions of Service and determine the terms and conditions of the respective service purchased by the Customer, while the GTCs regulate the relationship between Enartia and the Customer regardless of the specific service purchased. The GTCs remain in force indefinitely, whereas the individual Service Agreements relating to specific services are valid for one (1) year and are renewable, either automatically or with express consent.

Through the control panel, the Customer may modify the renewal option from automatic to manual up to 20 days before the renewal date, and from manual to automatic up to 30 days before the renewal date.

1. **Termination of a Service Agreement** entails termination of the GTCs as well, only if the Customer has no other active services on Enartia's platform; otherwise, the General Terms remain in force until the expiry date of the Customer's last active service.

Customers may not withdraw from a Service Agreement that has been automatically renewed and must therefore await the expiry of the agreement. Customers who have selected automatic renewal and subsequently wish to terminate the agreement are asked to be particularly careful and to change the renewal option from "automatic" to "manual" through the control panel, so that upon expiry the agreement ceases to be in force between Enartia and the Customer.

1. **Guarantees or other financial assurances:**

As a rule, Customers are not required to provide guarantees or other financial assurances. If such a need arises, Enartia shall promptly inform Customers through a relevant notice on its website and/or by email.

SECTION IV – PROVISIONS RELATING TO THE TECHNICAL ADMINISTRATOR APPOINTED BY THE CUSTOMER

Article 1

The Technical Administrator is the natural or legal person entered by the Customer in its account and thereby acquires specific rights. The Technical Administrator may carry out administrative actions in relation to the Customer's services through access to the Customer's control panel; indicatively and without limitation, the Technical Administrator may purchase, renew, modify, terminate services, modify payment methods and perform any kind of service settings. Further

information on the rights of the Technical Administrator is available on Enartia's website.

Article 2

The Customer may add, delete or modify the Technical Administrator(s) through its control panel. The Technical Administrator may, correspondingly, remove itself from the relevant entry.

Article 3

The Customer agrees that the Technical Administrator(s) may modify the Customer's account settings and use the designated communication channels in connection with Enartia's services.

Article 4

The Customer understands and accepts that the activities of the Technical Administrator(s) may involve access to and processing of the Customer's personal data by the Technical Administrator(s).

Article 5

The Customer acknowledges that it bears sole and full responsibility for the actions performed by the Technical Administrator(s). Accordingly, and to the maximum extent permitted by applicable law, Enartia bears no liability whatsoever for any unlawful, criminal, civil or administrative violations committed by the Technical Administrator(s), nor for any damage or loss suffered by the Customer or any third party (including, indicatively, loss of profits, loss of income or any other direct, indirect or consequential damage) due to actions performed by the Technical Administrator(s).

To the maximum extent permitted by applicable law, the Customer undertakes to indemnify and, in any case, hold harmless Enartia, the other companies of the team.blue group, as well as Enartia's partners/agents, from any action, claim, demand, cost or expense, including reasonable attorneys' fees, that may arise for Enartia as a result of the actions of the Technical Administrator(s).

The Customer undertakes to download, print and keep these General Terms and Conditions for the Provision of Services of Enartia and the relevant Service Agreement relating to the respective purchased service, on a durable storage medium.