

## **GENERAL TERMS AND CONDITIONS**

The Société Anonyme under the name “AFTOKINITODROMOS KENTRIKIS ELLADAS CONCESSION SOCIETE ANONYME” (here in after the “Company”) makes available to the subscribers (here in after the “User”) of the Kentriki Pass electronic toll payment service a set of services (here in after the “Services”) through the new website [www.kentrikipass.gr](http://www.kentrikipass.gr). These services are: 1) information on the available and low balance of the subscription account, 2) information on the movements and recharges made by the User, copies of invoices, 3) subscription account replenishment by credit card 4) submission of applications for subscription account data change, 5) loss/ report of the transponder, supply of a new transponder, 6) replacement of defective transponder and 7) information about the existing price lists of the electronic toll payment service.

### **1: Services/Process using Services**

- 1.1. The Subscriber (or a third party authorized by the Subscriber specifically for this reason) can access the Services through the [www.kentrikipass.gr](http://www.kentrikipass.gr).
- 1.2. The “My Account” section displays both the available and low balance of the User’s subscription account, as well as the most recent invoice.
- 1.3. The User, in the “Monthly Statements” section, can see and save in pdf format on his/her computer all invoices of his/her subscription account for the last twelve (12) months.
- 1.4. The User, in the “Recent Activity/ e-Top Up” section, is informed about the updates – replenishments made on the subscriber's account the current month.
- 1.5. The “Transactions” section displays detailed information about the passes realized by the user using the Kentriki Pass transponder the current month.
- 1.6. The User, in the “e-Top up” section, can renew his/her subscription account online using his/her credit card. The User enters the amount of his/her choice and is automatically connected to the website of Eurobank, our associate bank. Thence, following the relevant instructions, (s)he shall proceed to the payment using his/her credit card. The [www.kentrikipass.gr](http://www.kentrikipass.gr) has no access to the credit card data used by the User to electronically renew the subscription account.
- 1.7. To activate and use the Services, the User must register on [www.kentrikipass.gr](http://www.kentrikipass.gr). The user, in the “Registration” section, inserts his/her full name, the tax identification number (TIN), an e-mail of his/her choice, the number of the subscription account in the Fast Pass service and selects a user ID (user name) and a password.
- 1.8. Upon completion of all data entry in the “Registration” section, the User receives the activation email to the email declared, as specified in paragraph 1.7. Following the instructions included in the message, (s)he activates his/her account on the Services.

1.9. After activation of the Services, the access shall be realized only by using the user code (username) and password as defined in paragraph 1.7. The passwords are strictly personal and are neither recorded nor saved by typing them. The company "AFTOKINITODROMOS KENTRIKIS ELLADAS CONCESSION SOCIETE ANONYME" bears no responsibility for any loss or disclosure of the User password or any unauthorized use by third parties.

1.10. The right of access is valid as long as the User's account at the Kentriki Pass service is active or until the interruption of his/her access to the Services at the request of the latter or following the Company's decision to interrupt his/her access to the Services. If the User wishes to keep the data concerning the online account, the list of passes and payments for a longer period, (s)he must him/herself archive them using his/her own means and on his/her own responsibility.

1.11. The User's registration and access to the Services is free (except the cost of the internet, the price being agreed between the User and the provider). The Services are available for every subscription account at the Kentriki Pass service regardless of the number of transponders. If the User is in possession of more than one subscription accounts, (s)he should perform the above registration process to the Services for each one of them separately (if (s)he so wishes).

1.12. The Company reserves the right not to perform a particular Service or temporarily suspend the possibility of conducting the Services for reasons relating to the protection of transactions, the User's and the Company's safety and the technological maintenance and upgrading. The temporary suspension by the Company may take place at any time, at its sole discretion without any obligation to communicate to the User the cause of the suspension. Nevertheless, the Company is obliged to inform him/her about the fact of imposing a temporary suspension.

## **2: Email address change**

2.1 In the event of change of the email address that the user intends to use for the Services, the latter must be notified either electronically or by written request sent to the Telephone Customer Service ("T.C.S." - 801 700 7000) or the Subscriber Service Point ("S.S.P."). The change of the email address shall be valid within two (2) working days from the date of notification.

2.2 The e-mail address to be declared by the User in order to use the Services may be used for the direct promotion of similar products or services or to inform the user about new products and services, as provided in Law 3471/2006. In any case, the User may at any time object to the use of the declared email address for the marketing or promotion of new products or/and services.

## **3: Cancellation of Service**

3.1 The User registered in the Services may at any time request the deactivation of the services provided over the Internet, by sending an e-mail. In the next two working days his/her requested will be completed.

3.2 The deactivation of the Services may be made by the Company for any reason (technical, force majeure, etc.), and without prior notice to the User.

#### **4. Protection of Personal Data**

4.1 It is hereby aimed to provide enhanced services to the users of the “Kentriki Pass” electronic toll payment service of the company under the name “AFTOKINITODROMOS KENTRIKIS ELLADAS CONCESSION SOCIETE ANONYME”. The User declares that (s)he has given prior explicit consent for the use of the Services as set out in Articles 5 and 11 of Law 3471/2006 “Protection of personal data and privacy in the electronic communications sector and Amendment of Law 2472 / 1997”, (s)he has the exclusive access to the email address (s)he entered, and in any case (s)he is solely responsible for any transmission, communication or disclosure to any person or from persons in his/her sphere of influence, of his/her personal data to be accessed through the Services. The Company is not liable for the User, and/or any third party, in any judicial or other claim or dispute, for acts/omissions of the User, of his/her clerical staff and in general of persons tied with him/her in any type of relationship, like any degree relatives, representation etc., which acts/omissions resulted in the access, processing, management, use etc. of personal data contained in this application by unauthorized third parties or resulting from any unauthorized use of the username and password. The User has the right to be informed, to access and object on the processing of personal data under Article 11, 12 and 13 of Law 2472/1997 “Protection of Individuals with regard to the processing of personal data”, as applicable. For any queries the User may contact either the Telephone Customer Service (“T.C.S.” - 801 700 7000,) or online at [customercare@neaodos.gr](mailto:customercare@neaodos.gr)., or in writing to Neas Erythraias Avenue 19, 146 71 Nea Erythraia, Athens, PR & Marketing Department.

4.2 The Company shall keep on file and shall process the User personal data in order to enhance and improve its services.

4.3 The Company states that the User personal data are kept and processed for the purpose of rating and will not be granted to third parties except under and subject to the conditions laid down in the applicable legislation on the protection of personal data.

4.4 The Company shall not be liable for breach of confidentiality of the communications made by the User or by persons tied with the User in any type of relationship (relatives, representation, etc.), which might result in the access, processing, management, use, etc. of the personal data contained in this application by unauthorized third parties or resulting from any unauthorized use of the username and password.

4.5 The Company recognizes the importance of the personal data protection and has taken all necessary measures with the most modern and advanced methods to ensure maximum protection. Protection is achieved through the use of SSL Certificate of Verisign. The label of the certificate posted at a conspicuous place in the browser ensures the a) high-grade encryption of the content displayed to the user and of all information the user enters into the forms within the website and b) certifies that the displayed material is enabled by the Company with no third parties interference. In case of absence of the specific labeling of the certificate, the User should avoid any website transactions.

## **5: Terms & Conditions of Service – Limitation of Liability**

5.1 The registration and use of the Services implies full acceptance of the Terms.

5.2 Both the username and password are strictly personal, non-transferable and non-notifiable to third parties. The User is always the sole responsible of any such notification. In case the User forgets the password, (s)he has to select the “Password Recovery” option in order for the system to automatically send an email to the address entered by the User, entitled “Recovery Password”. In case the User forgets the username, (s)he must select “Username Recovery” in order for the system to automatically send an email to the address entered by the User, entitled ‘Username reminder’.

5.3 The User undertakes to use the Services in accordance with the instructions of the Company. (S)he undertakes to enter orders that are perfectly clear, complete and accurate, otherwise the Company shall neither proceed to their execution nor inform the User thereof.

5.4 The User is liable for any damage suffered by the Company by reason of acts or omissions by legal representatives, servants or agents of the User as well as any unlawful or/and improper act thereof.

5.5 The User acknowledges that the Company shall bear no responsibility for damage or loss that may suffer from failure to fulfill his/her obligations.

5.6 Printing the content details of the account and the list of passes is not considered an official tax document in the Code of Books and Records but is only for information. The User is explicitly prohibited to modify or alternate the information and the content of the account and the list of passes.

5.7 The information, the structure and the material contained in this section constitute Company’s intellectual property and are subject to changes at the discretion of the Company, without prior notice to the Users.

5.8 All terms of the present are essential ones. Any breach of these terms by the User enables the Company to temporarily or permanently discontinue the Service upon prior written notice. The non-exercise by the Company of any of its rights does not imply a waiver of that right.

5.9 The Company makes every possible effort to ensure safety, accuracy, clarity and correctness of the information on this section, nevertheless it bears no liability for damages of any kind regarding the Services and their use, including indicatively error, omission, interruption, defect of the system operation or of the connection, computer viruses, incorrect indication, loss of content or even delayed display of the Services for technical reasons, reasons of system upgrade or force majeure.

5.10 The display of the account and the list of passes (in PDF format) depends firstly on the network congestion of the provider of the User at the given time of the account search and secondly, on the capacity of the line Internet connection (ADSL or other). The Company is not responsible for and does not guarantee the availability of the providers of other websites to which the subscribers are connected.

5.11 All Services are available 24 hours a day, 7 days a week from any computer connected to the Internet.

5.12 The minimum requirements for access to the Services are the “windows XP/ internet explorer 8 “and more upgraded versions/Firefox.

5.13 If there is no activity for fifteen (15) minutes from the time of connection then the system is automatically disconnected from the Services.

## **6. COOKIES**

6.1 This website may collect non-personally identifiable information of the website users using similar technologies, such as cookies as they might result from the communication of the web browser with the server. The cookies are small text files placed on the hard drive of any internet visitor/user and do not retrieve any document or file of its computer, nor identify the computer of a person. They are used to facilitate access to the user/visitor regarding the use of specific services or/and pages of the website for statistical purposes and to determine which areas (pages) are useful or most visited at any time.

6.2 The User of this website can control the settings of the web browser, which must not immediately enable cookies but request for its activation for every installation. It has to be noted that if the user/visitor has disabled the cookies, (s)he may have limited access to some of the services or operations provided by the website. It is also useful to install one of the additional (add-ons or plug-ins) managing cookies that are available for his/her web browser in order to better control when they are installed.

## **7. Contact**

For any queries, clarifications or other communication relating to the Services, the User may be addressed either to the Telephone Customer Service (T.C.S. – 801 700 7000,) or online at [customercare@neaodos.gr](mailto:customercare@neaodos.gr) or in writing to the address Neas Erythraias Avenue 19, 146 71 Nea Erythraia, Athens, , PR & Marketing Department.