



1. MOBILE APP TERMS OF USE

A. General terms of use

This *EKO Smile* application (hereinafter the “Application”) belongs to the company called **Hellenic Petroleum Cyprus Ltd** with a corporate and postal address at 3 Ellispontou, 2015, Strovolos, Nicosia, with registration no. OC 109, an electronic address www.eko.com.cy and a contact phone +35722477000 (hereinafter the “Company”), and is intended to present the Company’s customer loyalty scheme to its users whilst carrying out promotions/competitions, as well as to inform them about the Company’s areas of activity, the products and services offered by it.

The use of the Application requires the unreserved acceptance of the following terms of use, which apply to the entire content, the graphics, the images, the photos and the files contained therein. The visitor/user of the Application must, therefore, read these terms carefully before visiting or using it. If he/she does not agree, he/she should then terminate the visit and not use the content of the Application.

The Company shall only undertake to make every possible effort to ensure the accuracy of the information, which is made available to the visitors/users of its *EKO Smile* Application. It cannot, however, guarantee that the pages, the services, the options and the contents will be provided without interruption and without errors or that the errors will be immediately corrected and shall bear no responsibility for any errors or omissions to the same or for any results, which may arise out of their use. The Company shall not, also, guarantee that the same or any other website or the servers, through which they are made available to the visitors/users, are provided without “viruses” or other harmful programs, it shall, however, make every possible effort to ensure the safe use of this Application by using the most up-to-date and effective methods.

Any hyperlinks or banners of this Application may lead the users to other servers’ websites, which are not controlled by the Company. The Company shall not, therefore, bear any responsibility for the content of the above websites and for any damage that may arise out of their use. For any problem that may appear during the visit/use of these sites and pages, direct communication should be made with the respective websites and pages and the owners thereof, who shall bear the relevant responsibility. The Company shall not be, in any case, considered to approve or accept the content or the services of the websites and pages to which it refers or that it is associated with the same in any other way.



The Company shall bear no responsibility for any damage that the visitor/user may sustain by using the Application. The contents of the Application are provided “as they are” without any express or implied warranty. All the information is provided for general information only. If the visitor/user of the Application intends to make any kind of use of the information provided by the information pages, he/she must firstly contact the Company through the ways of communication available at the www.eko.com.cy website and the Company will arrange to provide up-to-date and accurate information, at its discretion.

The *EKO Smile* Application is intended to operate 24 hours a day and 7 days a week. The Company reserves the right to decide to suspend or discontinue access to part or and the entire Application, if there will be circumstances beyond its control, which render it necessary to suspend or discontinue access, just like, indicatively, in case of malfunctions of information systems or telecommunications networks, technical problems or regular or emergency maintenance purposes or in other cases of major emergencies.

The Company reserves the right to amend the form and content of the Application, whenever it deems necessary and without prior notice.

The visitor/user of the Application must use the information and data contained therein in a lawful manner and consistent with good faith and fair practice. He/she shall, in the opposite case, undertake the responsibility to restore any damage that may be caused to the Company by their unlawful or improper use.

The users are also prohibited from entering any malicious software or data into the Company’s Application in any way, which would alter or would possibly alter the appearance and completeness of the data and organization of the Application. The Company, in such a case, reserves the right to take any appropriate legal measure to restore any damage that may be sustained.

B. Protection of Personal Data

When the visitors/users browse and use the Company Application, the latter collects and processes personal data. For further information about the said collection and processing, and your rights concerning the same, you may refer to the Privacy Policy Application.



C. Intellectual and industrial property rights

The content of the pages of the Application (indicatively referred to, images, trademarks, graphics, photos, drawings, texts, services provided, and generally all the files of this Application) are intellectual property, registered trademarks and service marks of the Company and are protected in accordance with the relevant provisions of Cyprus law, European law and the international treaties. None of them may be, therefore, wholly or partly sold, copied, amended, reproduced, republished, downloaded, transmitted or distributed in any way.

The visitor/user is able to individually store a copy of part of the content of the Application in his/her personal file (mobile devices, indicatively smartphones/tablets), for personal and not public or commercial use and without deletion of their origin indication by the Company, without prejudicing the relevant intellectual and industrial property rights in any way.

Other distinctive features, products or services, which are referred to and contained on the websites of the Application and which bear the marks of the respective organizations, companies, associates, bodies, associations or publications, shall be their own intellectual and industrial property, and these bodies shall, therefore, bear their respective protection rights.

D. Applicable law and other terms.

The above terms of use of the pages and the content of the Application in general, as well as any amendment, change or alteration thereof, shall be governed by Cyprus Law and the European Union law and the relevant international treaties.

Any provision of the above terms, which is rendered contrary to the foregoing sources of law, shall automatically cease to apply and shall be deleted from the present without prejudice to the validity of the other terms.

The Nicosia Courts shall be exclusively competent for any dispute that may arise out of the use of this website.

2. LOYALTY SCHEME CONDITIONS

The Application provides the opportunity to every visitor/user to sign up to the Company's loyalty scheme (hereinafter the "scheme"). The account of each new member/user of the scheme is strictly individual and cannot be transferred to another. Each member is required to only make use



himself/herself and not to give access (through his/her codes) to others, who are close to him/her. Each member of the scheme will be, therefore, rewarded with loyalty points, which will correspond to his/her own purchases from the Company's stores/service stations.

In addition, the Application enables all the members of the scheme to make use of the Company's wallet application and directly accumulate reward points in their account. Specifically, the Wallet is a 100% digital solution (digital wallet) that allows the Company customers to refuel and pay for their purchases through their mobile phone and the Application with just a few clicks. The Pump Activation through the Application will enable the users of the Application to select the fuel they wish to refuel, through their mobile phone and the Application, to activate the pump from the Application, to refuel, to make the payment through the Application (Wallet) without the customer having to enter the store to complete the transaction, as well as to easily find the cooperating service stations.

The member is entitled to transact with all the service stations or/and undertakings, which have contracted with the scheme for the acquisition of goods and services, based on genuine transactions only. The scheme is only locally valid within the territory of the Republic of Cyprus.

The points, which the Member may earn per transaction (or/and type of transaction), will be clearly indicated in a relevant field of the Application, so that the Member may be, each time, timely informed of any changes/modifications to the terms of the reward. It should be noted that in special cases (e.g. Member's birthday), the Company may offer special promotional reward schemes to the Members (e.g. multiple points per transaction).

In addition, the Company may, at regular intervals, carry out draws of various prizes in order to reward the Members - users of the Application without any consideration. The Members will be, indicatively,

informed through the Application pages, to this end, concerning the terms of the competition, the date of the competition and the announcement of the results.



In case of change of his/her personal information following the stage of the initial registration, the member must immediately notify the Company in writing of any change (indicatively by mail or e-mail address, telephone number), the Company will not be, otherwise, liable in case of loss of the correspondence and/or interruption of the communication.

The scheme will not apply in case the user is banned or restricted by Law. In addition, the Company shall have the right to terminate this agreement unilaterally and cancel the account if the member breaches any of the terms herein, all of them are agreed to be essential, or if there is any other important reason. In case of termination and cancellation of the account, the member is required to immediately discontinue using the scheme and remove the account. The Company is entitled to unilaterally amend this agreement only for an important reason.

The member must check the accuracy and correctness of the information of the receipt received from the service station proprietor after each transaction. The Company shall not have any obligation or liability to the member for any default of performance or inaccurate performance of the obligations of the undertakings or shops, which cooperate in the scheme, as well as for any contractual or non-contractual compensation.

The member must immediately inform the Company in writing in case he becomes aware of any arbitrary use of the passwords in his account or the theft of the mobile device, where he has installed the application of the scheme, being liable (the member) for any damage that may arise until the notice on his/her behalf. The Company will, in this case, deactivate the account, while the points, which the member has accumulated up to that time, are automatically transferred to his/her new account.

The Company will update the list of the promotions at specific times, for which it will timely inform its scheme members. In addition, the Company reserves the right to revoke or/and amend the terms of the loyalty scheme as well as the mechanisms of acquiring the gifts with a thirty (30) days' notice.



The points, which the member is entitled to following each transaction thereof, will be added no later than the next business day of the transaction. All the points corresponding per member will be available no later than the next business day from the day of the transaction. When the member redeems the points corresponding to a gift/promotion, the points corresponding to the specific gift/promotion are deducted.

Upon the sufficient completion of the online registration form (through the Application) and the receipt of an SMS (OTP) confirmation message from the Company, the member will be considered as registered in the scheme. The member will be able to immediately use his/her account for all the services offered and features of the Application. The member will be able to redeem his/her points as long as his/her Personal Data has been registered online, as shown in the registration form, which he/she has completed.

The acquisition of the points will be recorded electronically, through the Application, in a special machine, which is located at the premises of the service station. The Company retains the discretion/and to add/ remove products or services (hereinafter the “benefits”), which participate in the loyalty reward scheme through its service stations or other cooperating undertakings.

In case the points have been acquired in a manner, which is not in accordance with the above procedure, the Company will reserve the right to reject them without further notice.

The benefits are only acquired by completing the number of points, which the Company has predetermined and announced in the current gift catalogue/promotions. The delivery procedures are set by the Company each time and are communicated to the member through the Application. For the purpose of using the gifts/promotions, the member must show any necessary personal certification required by the Company or/and the service station proprietor as well as the special (electronic) redemption coupon.

The benefits, which are in good standing and according to their description in the special gift catalogue and as long as they have been ordered by the member, will not be, subsequently, returned or rejected.



The benefits corresponding to specific points levels cannot be exchanged with other different corresponding points. The member cannot purchase points by using cash or any other means of transactions. The benefits corresponding to specific points levels cannot be also exchanged in any other way, which has not been announced by the Company until that time. The benefits from a catalogue cannot be exchanged for gifts from a previous catalogue, unless the Company has provided and announced something relevant.

Anyone, who has reached the age of 18, may be a member.

The Company reserves the right to terminate accounts of members, which are inactive for a period of more than one year, as well as delete the points corresponding to them.

The Company also reserves the right to delete points corresponding to accounts, in which there has been no redemption in the last 24 months.

The member will not be entitled to redeem his/her points to gain a benefit for as long as he/she maintains due and payable debts to the Company or to the companies of the Hellenic Petroleum Group.

The present is going to be translated into other languages for the needs of the reward scheme and use of the Application. In any case, provided that a term proves to be otherwise interpreted or a different content may be attributed to it, the text of the Greek language shall prevail.

Issue and date: 14/02/2020