

# TERMS AND CONDITIONS

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## I. INTRODUCTION

“Crete-Villas-Apartments”, “CVA”, “we”, “us” or “our” refer to the website Crete-Villas-Apartments.com that are sole proprietorship of the Plakias-Net company with VAT number 100067812 and address on Plakias Selianos, 74060, Rethimno.

By “CVA Platform” is intended the whole CVA website including navigation, utilization, use of tools, algorithms, database, services and any other software that gets enabled on registered users and for all defined user-roles such as visitor, guest, host, administrator, business and other roles already defined or to be defined in CVA software (“Roles”).

**PLEASE READ CAREFULLY THESE TERMS OF SERVICE (“Terms”) BEFORE ACCEPT THEM. By accessing or using the Crete-Villas-Apartments Platform you agree to comply with and be bound by these Terms.**

Thank you for using Crete-Villas-Apartments!

These Terms constitute a legally binding agreement between you and Crete-Villas-Apartments governing your access to and use of the CVA Platform.

CVA reserves the right to modify these Terms at any time in accordance with this provision. The change of the Terms will be advised to the Members by email at least 30 days before the date they become effective and the new revision will replace these terms on the CVA website. If you disagree with the revised Terms, you may terminate this agreement with immediate effect. If you do not terminate this agreement before the date the new Terms become effective, your continued access to or use of the CVA Platform will constitute acceptance of the revised Terms.

**Note: Section XVII "Dispute Resolution and Arbitration Agreement" of these Terms contains an exclusive arbitration clause and waiver of recourse to the ordinary courts for all claims against the CVA and affects the manner in which disputes are settled with the CVA. By accepting these Terms, you agree to be bound by this exclusive arbitration clause and to waive recourse to the ordinary courts. Please read it carefully. You can access EODID's online dispute resolution platform here: [www.eodid.org](http://www.eodid.org). Please note that CVA is not bound or required to use an alternative dispute resolution body to resolve disputes with consumers.**

## II. LISTINGS AND SCOPE

Crete-Villas-Apartments it is an online promotion website and provides sell of advertising space or time in Internet with payment or by agreement.

CVA does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Host offered services, nor is CVA an organizer or retailer of travel packages under Directive (EU) 2015/2302. Owners alone are responsible for their Listings and their services. When Members

make or accept a booking, they are entering into a contract directly with each other (you and your “Contracting Party”). CVA is not and does not become a party to or other participant in any contractual relationship between Members, nor is CVA a real estate broker or insurer. CVA is not acting as an agent in any capacity for any Member, except as specified in the Payments section of these Terms.

Some of the Crete-Villas-Apartment’s objectives are the following:

- Help hosts of the promoted accommodation services (“**Hosts**”) and other business owners (“Business Owners”), (collectively, “Owners”), **promote** as better as possible their services (“Host Services”) or business services, (collectively, “Payment Services” or “Listings”) in the world wide web, by providing tools, software, infrastructure, algorithms and services, directly or indirectly (with collaborating services).
- Help users that looking the promoted accommodation services (“Guests”) find easily and clearly what they want by giving them a most-as-possible accurate idea about the field of their interest, including tools (such as search engine and other), software (such as administration pages and other), infrastructure, algorithms and services.
- Safeguard the security, the good health and the reliability of the CVA Platform, brand and business entity ensuring among other things the reliability and the quality of the promoted services and the customer satisfaction. For this reason, CVA may for example but not limited to, charge Owners that they have not been reliable to their commitment related to their promoted service, when for example are canceling a confirmed acquired service after the “Grace Period” has ended.
- Safeguard the personal data of any registered user (“Member”).

All Members have a user account in CVA (“Account”) and consequently have records in CVA database that contain personal information including an email address and a password. Having an Account enables the Member to browse a bigger set of CVA web pages according to his Role and use appropriate features in order to have a best user and user-friendly experience.

In order to promote the CVA Platform and to increase the exposure to potential Guests, Listings can be displayed on other websites, applications, within emails and other advertisements. For the same reason, CVA may create startup offers or discounts or other opportunities for limited time.

CVA platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy policies. CVA is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by CVA of such Third-Party Services.

CVA may improve, enhance or modify the CVA Platform including Payment Services or introduce new services from time to time. CVA will provide notice to Members of any changes, unless such changes are of minor nature without having a material effect on the parties’

contractual obligations or such changes do not materially increase the Members' contractual obligations or decrease the Members' rights under these Payments Terms.

### III. CVA ACCOUNT

Account creation to CVA is not allowed for individuals having less than 18 years old or if they are not in position to sign legal agreements. It is also not allowed for business, organizations or other legal entities that are not complying with local laws or they cannot enter into legally binding contracts.

CVA may access at his discretion Members data and activity including reservations or cancellations history, messages, activity etc.

#### 1. Account registration

CVA is not assuming any responsibility for the confirmation of any Member's identity. For fraud prevention purposes and as permitted by applicable laws, we may, but have no obligation to, ask Members to provide a form of government identification or other information or undertake additional checks in order to enforce the verification state of the Members.

If you are registering an Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

In order to register an account it is required a valid email address, a name and a password. In order for the registration to be completed successfully it is required to verify the correctness and the ownership of the given email address. CVA will send an email message to the given email address containing a verification code or a link, together with the instructions to follow for the verification. The provided data either during the creation of the account ("Signup Process") and on the Member page *My Account* in CVA Platform, must be accurate, current and up-to-dated at all times.

You may not register more than one (1) CVA accounts unless CVA authorizes to do so. You may not assign or transfer your CVA account to another party.

You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any third party. You must immediately notify CVA if you know or have any reason to suspect that your credentials could have been lost, stolen or compromised. You are liable for all the activities conducted through your Account.

### IV. PERSONAL DATA

You can be informed about the privacy policy in [this](#) document.

## V. SUBSCRIPTIONS

CVA accommodation services do not need to be subscribed. The only fee they pay for their promotion ("Promotion fee") is the percentage on sales which is equal to 8% of the price at which the service was sold, having deducted any discounts or add any additional charges such as cleaning costs, etc.

Businesses that do not refer to accommodation services and the activities listed in the CVA have a subscription cost over time per year.

### 1. Obtaining a subscription

Businesses that do not refer to accommodation services and featured on the CVA platform are divided into two categories. In the "sponsors" or "partners" that are active throughout Crete and in the companies that are active in a specific geographical area and are divided into "Activities" and "Services" (eg a diving center in Agia Galini).

Sponsoring companies appear on all pages of the platform, at the bottom of each page. They cannot be more than one per kind; their subscription is at least a 3 years subscription and the cost of this subscription depends on the number of accommodations promoted in the CVA platform at the time of purchase of the subscription and on the agreement that will take place between the sponsoring company and the CVA.

Businesses such as "Activities" or "Services" appear when the visitor is navigating in the page of any accommodation. If for example a visitor is navigating in the page of a specific accommodation located in Kissamos, he will immediately see below all such businesses sorted by kilometer distance from the accommodation he is currently looking at. The cost of promoting this type of business arises as a function of the number of accommodations promoted in the CVA platform at the time of purchase of the subscription.

Business Owners, in order to submit and promote their business on the CVA Platform, must contact CVA with phone call or with the contact form and request the promotion of their business by giving a phone number and email. CVA will contact them as soon as possible to request the necessary business details including, without limitation, photos, company details, etc., to be posted on the CVA Platform.

### 2. Renewal of subscription for businesses

Business Owners renew their subscription by paying a new annual subscription when the previous one expires.

The cost of the annual subscription is changing, depending on the number of accommodations registered on the platform at the moment of acquisition of the subscription as described in the V.1 for businesses.

## VI. MEMBER CONTENT

Members post content that may appear in specific cases to other Members on the CVA Platform, when defining an Entry, filling in their personal information or reviewing or communicating with other members.

CVA has not tolerance to unethical behavior like insulting, offending, racism, submission of false or misleading information, creation of false account, violation of any kind of third party rights, publishing offensive content, advertising, be discriminative, abuse of the CVA messaging software using it for any different mean than perform a reservation or to bypass the CVA website and to any other kind of behavior that we consider can harm now or long term the website or CVA brand in any possible way (commercial, ethical etc..). CVA reserves the right to delete an account without advice and without refund or compensation, when noticing this kind of behavior and cancel already made reservations having the right to decide about the cancellation policy effect by evaluating the situation as thinks as better in order to protect the offended party.

CVA reserves the right to delete an account without advice also when has evidence of behavior that aim to harm by any mean, now or long term, the CVA Platform or Plakias-Net brand or their interests, including trying to bypass the CVA Platform and perform a private deal between the Owner and the Guest without the CVA consent, or by trying to hack the software of the website or the infrastructure and database. Also, never tolerated content include:

- Advertising or other commercial content, including company logos, links, or company names.
- Repeatedly shared content in a disruptive manner
- Illegal, harmful, s sexually explicit, violent, graphic, threatening, or harassing endorsing or promoting content.
- Discriminatory content

In order to help defend from malicious intentions, a CVA administrator will read messages between Guest and Owner, especially when a reservation is not yet confirmed and/or the grace period is not past. After approving the content, the message will be delivered to the recipient. CVA administrator may also eventually but not necessarily read messages after a reservation is made.

CVA has the right to remove content, suspend or remove Account, when the content does not comply with these Terms.

## VII. NOT ALLOWED ACTIONS OR ACTIVITIES

Members agreeing that are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the CVA Platform. In connection with your use of the CVA Platform, you will not and will not assist or enable others to:

- Breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;



- Use the CVA Platform for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies CVA endorsement, partnership or otherwise misleads others as to your affiliation with CVA;
- Copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the CVA Platform in any way that is inconsistent with CVA's Terms or that otherwise violates the privacy rights of Members or third parties;
- Use the CVA Platform in connection with the distribution of unsolicited commercial messages ("spam");
- Offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the CVA Platform;
- Unless CVA explicitly permits otherwise, book any accommodation if you will not actually be the Guest yourself;
- Contact another Member for any purpose other than asking a question related to your own booking, accommodation;
- Use the CVA Platform to request, make or accept a booking independent of the CVA Platform, to circumvent any service fees or for any other reason;
- Request, accept or make any payment for Listing outside of the CVA website. If you do so, you accept all risks and responsibility for such payment and hold CVA harmless from any liability for such payment;
- Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- Use, display, mirror or frame the CVA Platform or any individual element within the CVA Platform, CVA's name, any CVA trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the CVA Platform, without CVA's express written consent;
- Dilute, tarnish or otherwise harm the CVA brand in any way, including registering and/or using CVA or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to CVA domains, trademarks, taglines or promotional campaigns;
- Use any robots, spider, AI, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the CVA website for any purpose;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by CVA or any of CVA's providers or any other third party to protect the CVA website;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the CVA website;
- Take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the CVA website;
- Violate or infringe anyone else's rights or otherwise cause harm to anyone.

You acknowledge that CVA has no general obligation to monitor Member Content nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or edit any Member Content, in order to (i) operate, secure and improve the security of the CVA Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist CVA in good faith, and to provide CVA with such information and take such actions as may be reasonably requested by CVA with respect to any investigation undertaken by CVA or a representative of CVA regarding the use or abuse of the CVA Platform.

If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to CVA by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## **VIII. OTHER MEMBER COMMITMENTS**

Once a Host accepts a booking request or when the booking is automatically approved, the Host is entering into a legally binding agreement with the Guest and is required to provide his Host Services to the Guest as described in the listing details at the moment when the booking request is made.

### **1. Hosts:**

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services.

By creating an accommodation in CVA, Hosts are automatically guarantee that all the data submitted are complete, accurate and real, including photos, the position of the house, descriptions, license number etc. Host must also disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as minimum age accepted in the accommodation) and provide any other pertinent information requested by CVA. Hosts are responsible for keeping their listing information (including calendar availability) up-to-date at all times.

Hosts are responsible for setting up their prices and any extra charges if available (breakfast price, cleaning service etc...) for their accommodations. It is not allowed, after a Guest requests a booking, to increment the prices.

Hosts agree to regularly check their accommodations and to inform the CVA Platform in a timely manner when they notice something wrong, such as the presence of overbooking or any other problem of any nature, including technical, operational and / or administrative problems related with their registered accommodations on the CVA Platform.

## 2. Guests

Before book any accommodation, Guests agree to accept the requirements and the rules set by CVA and the Host related to the accommodation. Those requirements are visible during the booking process in the accommodation details. In the final page of the booking process and before the payment is made, it is available the total amount of the payment with clear indication about the parts that is composed. Those parts include CVA Service Fees when applies, taxes, eventual security deposit requested by the Host and the Listing price that includes, if applicable, eventual discounts or extra charges.

Upon receipt of a booking confirmation from CVA, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. CVA will collect the total payment amount at the time of the booking request or upon the Host's approval.

If you are performing a reservation for a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only be part of a booking if accompanied by an adult who is responsible for them.

You understand that a confirmed booking of an accommodation is a limited license granted to you by the Host to enter, occupy and use the accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the accommodation, in accordance with your agreement with the Host.

You agree to leave the Accommodation no later than the checkout time that the Host specifies in the listing details. After the agreed time for the checkout you no longer have a license to stay in the accommodation.

By booking an accommodation Guests agree that they have read the accommodation's content including eventual house rules or cancellation policy, viewed the accommodation's photos and that additional verification processes may be required to complete.

## **IX. SEARCH RESULTS APPEARANCE ORDER**

The order in which accommodation appears in the search results depends primarily on the visitor's search parameters. When more results have an equal ranking, other criteria are taken into account in the CVA Platform discretion. These criteria are objective and do not depend on

the Members. Reviews, active discounts, promotions or the widest range of availability and the price are some of them.

## X. REVIEWS

Reviews and ratings are not yet available in CVA but they will be very soon.

Reviews are reflecting the opinions of individual Members and do not reflect the opinion of CVA. Reviews are not verified by CVA for accuracy and may be incorrect or misleading.

Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. CVA reserves the right to remove a review if contains:

- Advertising or other commercial content
- Spam, unwanted contact, or content that is shared repeatedly in a disruptive manner
- Content that endorses or promotes illegal or harmful activity, or that is sexually explicit, violent, graphic, threatening, or harassing
- Content that is discriminatory
- Attempts to impersonate another person
- Illegal content or content that violates another person's or entity's rights, including intellectual property rights and privacy rights
- Content that includes another person's private or confidential information, including content that is sufficient to identify a listing's location

Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member. Reviews are part of a Member's public profile and may also be surfaced elsewhere on the CVA Platform (such as the listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

CVA rating system will use a coefficient, or algorithm, at his discretion, to provide more accurate rating that reflects better the accommodation.

The coefficient operates based on the nights of stay in the accommodation. For example, a rating coefficient for a Reservation that lasts 15 nights will be bigger than a rating coefficient of a reservation of one night of stay. The single rating will not be influenced by the coefficient but the average rating will be affected.

For example: For 2 nights reservation with rating 5/10 and a 10 nights reservation with rating 10/10, without the coefficient will give an average rating of 7.5/10. With the coefficient will give an average rating of 9.1/10. The algorithm for the coefficient is at CVA discretion and in no case does it contain factors that favor or harm specific accommodations or managers.

Guests are responsible for leaving the accommodation in the condition it was on their arrival. If a Host claims and provide evidence about damaged properties in the accommodation, the Host can seek payment from the Guest.

## XI. PAYMENTS

“Payment Flows” includes payment of collection services (“Inbound Payments”) and payments initiated by CVA to a Member for services (such as for the accommodation) performed in connection with the CVA Platform (“Payouts”).

You may not use the Payment Flows except as authorized by the laws of the jurisdiction that is your country of residence, and any other applicable laws. In particular, but without limitation, the Payment Services may not be used to send or receive funds: (i) into any Greek embargoed countries; or (ii) to anyone on the Greek Department of Commerce’s Denied Persons List or Entity List.

In order to use the Payment Flows, you must have a CVA Account in good standing. If you or CVA closes your Account for any reason, you will no longer be able to use the part of the website dedicated to Members, including the Payment Flows.

We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize CVA to screen you against third party databases or other sources and request reports from service providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g. driver’s license or passport), your tax registration number, your date of birth, your address, and other information; (ii) requiring you to take steps to confirm ownership of your email address, credit card or direct deposit account ownership; or (iii) attempting to screen your information against third-party databases. CVA reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

You may authorize a third party to use your CVA Account in accordance with these CVA Terms. You acknowledge and agree that anyone you authorize to use your CVA Account may use the Payment Flows on your behalf and that you will be responsible for any payments made by such person.

### 1. Payment methods

CVA may charge service fees to Hosts and Guests. CVA reserves the right to change a fee at any time but without affect the bookings already made prior to that time.

CVA will advice Members for any change of Fees at least with 30 days in advance before changes are effective.

When you set your Payout or your Inbound Payments detailed information (such as bank account, credit card or debit card or any other method with which you can receive Payouts from CVA or make payments for Services) (“Payout Details” and “Inbound Payment Details” respectively) to your Account, you will be asked to provide customary billing information to CVA, such as name, billing address, and financial instrument. You must provide accurate, current, and complete information and it is your obligation to keep this information up-to-date

at all times. The information required will depend on the particular payment method you choose (bank account, credit card, etc...) and may include your residential address, name on the account, account type, account number, email address, identification number and account information associated with a particular method.

Please note that payments may involve the use of third-party payment service providers (such as e-pos page bank page). These service providers may charge you additional fees when processing payments in connection with the Payment Services and CVA is not responsible for any such fees and disclaims all liability in this regard.

You authorize CVA to store your Payout Details and/or your Inbound Payment Details information and you are solely responsible for its accuracy and completeness. CVA is not responsible for any loss suffered by you as a result of incorrect information provided by you.

Payout amounts may be rounded up or down to a float number of 2 rational digits (e.g. 15,0049 euro is rounded down to 15,00 and 15,0050 is rounded up into 15,01).

For compliance or operational reasons, CVA may limit the value of each individual Payout. If you are due an amount above that limit, CVA may initiate a series of Payouts (potentially over multiple days) in order to provide your full payout amount.

Each Member collecting payment for services ("Beneficiary") promoted via the CVA Platform (such as Host Services) hereby appoints CVA as his payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services.

Each Beneficiary agrees that payment made by a purchasing Member through CVA, shall be considered the same as a payment made directly to the Beneficiary, and the Beneficiary is providing his services to the purchasing Member in the agreed-upon manner as if the Beneficiary has received the payment directly from the purchasing Member.

Each Beneficiary agrees that CVA may refund the purchasing Member in accordance with these Terms. Each Beneficiary understands that CVAs' obligation to pay the Beneficiary is subject to and conditional upon successful receipt of the associated payments from purchasing Members. CVA guarantees payments to the Beneficiary only for such amounts that have been successfully received by CVA from purchasing Members in accordance with these Terms. In accepting appointment as the limited payment collection agent of the Beneficiary, CVA assumes no liability for any acts or omissions of the Beneficiary.

Each Member acknowledges and agrees that, notwithstanding the fact that CVA is not a party to the agreement between you and the Beneficiary, CVA acts as the Beneficiary's payment collection agent for the limited purpose of accepting payments from you on behalf of the Beneficiary. Upon your payment of the funds to CVA, your payment obligation to the Beneficiary for the agreed upon amount is extinguished, and CVA is responsible for remitting the funds to the Beneficiary in the manner described in these Terms, which constitute CVA'

agreement with the purchasing Member. In the event that CVA does not remit any such amounts, the Beneficiary will have recourse only against CVA and not the purchasing Member directly.

## 2. Owner

A reservation is confirmed ("Confirmed Reservation") when the Guest submits his payment authorization or when the Guest's booking request is accepted by the Host, in the event that the Host has chosen to accept each booking itself before it goes into "Confirmed" state.

CVA will generally initiate Payouts to you when the corresponding amount of payment is no longer refundable. For this reason the payment for the purchase of our featured service can be made in more than one installment, depending on the cancellation policy.

Example: If for the accommodation service you have set a cancellation penalty of 60% when the cancellation is made 30 days before arrival and 100% in case of no-show, then there will be an outgoing payment from CVA to you 30 days before the arrival for the 60% of the amount other than the commission agreed by these terms and the next day after check-in for the remaining 40% of the amount, except the commission agreed by these terms. Those are two different installments because of the cancellation policy.

The time it takes to receive the payments, once they are issued by the CVA, may depend upon your payment provider's processing schedule. CVA may delay or cancel any Payout for the purpose of preventing illegal activity or fraud, risk assessment, security or when conducting an investigation.

Hosts Payout for a Confirmed Reservation will be the amount derived from the Listing price on the selected by the Guest dates and having taken into account eventual additional charges or discounts defined by the Host through the administration pages for the pricing of the published Listing and deducting the "Booking Fee", as additional payment fee in the context of the accommodation advertisement and in accordance of this terms.

If you are a Host, you authorize CVA to charge your payout amount with the percentage ("Booking Fees") on the booking's cost for any confirmed booking in connection with your CVA Account and your published accommodations.

CVA will collect the total amount in the manner agreed between you and CVA via the CVA Platform . CVA will generally collect the total amount once the reservation is confirmed. Once the payment transaction for your requested booking is successfully completed, you will receive a confirmation email.

In the event of a Guest's cancellation of a Confirmed Reservation, CVA will remit a Payout of the portion of the payment due to the Host under the applicable cancellation policy.

### 3. Guest

When a Guest requests a reservation, the CVA can obtain pre-approval through the guest payment information and charge or authorize a nominal amount to verify the visitor payment information.

If you are a Visitor, you authorize CVA to verify the Incoming Payment Information described in these Terms and to charge for any bookings made in connection with your Account on the Platform. You hereby authorize CVA to collect any amounts due by debiting the Incoming Payment Information provided.

### 4. Authorization of payments

You authorize CVA to collect from you amounts due pursuant to these Terms.

Specifically, you authorize CVA to collect from you:

- Any amount due to CVA (e.g., as a result of your bookings, booking modifications, cancellations, or other actions as a Guest or Host or Member)
- Any amount due to the Beneficiary from a purchasing Member which CVA collects as the Beneficiary's payment collection agent.
- Taxes, where applicable and as set out in the CVA Terms.
- Overstay Fees payable under the CVA Terms. In addition, CVA may recover any costs and expenses it incurs in collecting the Overstay Fees
- Any Service Fees or cancellation fees imposed pursuant to the CVA Terms. CVA will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees improperly paid to you as a Host. If, as a Host, your Guest cancels a confirmed booking or CVA decides that it is necessary to cancel a confirmed booking, and CVA issues a refund to the Guest in accordance with the CVA Terms or other applicable cancellation policy, you agree that in the event you have already been paid, CVA will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit, as set out in these CVA Terms. If CVA is unable to collect from your Inbound Payment Details used to make the booking, you agree that CVA may charge any other Inbound Payment Details on file in your CVA Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such method(s)). CVA also reserves the right to otherwise collect payment from you and pursue any remedies available to CVA in this regard in situations in which you are responsible for a Damage Claim pursuant to the CVA Terms, including, but not limited to, in relation to any payment requests made by Hosts under the CVA.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your payment method, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.



## 5. Refunds

Any refunds or credits due to a Member pursuant to the CVA Terms will be initiated and remitted by CVA in accordance with these Terms.

CVA will process refunds at latest in the first working day upon due date.

## 6. Payment processing errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Details used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount. This may be performed by CVA or a third party such as your financial institution.

If CVA is unable to collect any amounts you owe under these Terms, CVA may engage in collection efforts to recover such amounts from you.

You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to CVA by you. Such communication may be made by CVA, or by anyone on their behalf, including but not limited to a third-party collection agent.

## 7. Damage claim

If you as a Guest (i) agree to pay the Host in connection with a Damage Claim, or (ii) CVA determines that you are responsible for damaging an Accommodation or any personal or other property located at an Accommodation pursuant to the CVA Terms, you authorize CVA to charge the Inbound Payment Details used to make the booking in order to collect any Security Deposit associated with the Listing, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Listing does not have a Security Deposit, CVA may charge the Inbound Payment Details used to make the booking for the amount of the Damage Claim. If we are unable to collect from your Inbound Payment Details used to make the booking, you agree that CVA may charge any other Inbound Payment Details on file (and not otherwise unauthorized) in your CVA Account at the time of the Damage Claim.

CVA also reserves the right to otherwise collect payment from you and pursue any remedies available to CVA in situations in which you are responsible for a Damage Claim pursuant to the CVA Terms, including, but not limited to, in relation to any payment requests made by Hosts.

## **XII. CHANGE OR CANCEL A RESERVATION**

Confirmed bookings in CVA are the "Reservations". Host and Guest are responsible for any modifications to a Reservation that they make and agree to pay any eventual additional fees (including taxes, booking fees and service fees) are associated with the modifications.

CVA, as a promoter of the services ultimately purchased by the Visitor, in order to protect its credibility and in the framework of the commitments of the owner who registers the service, may take measures, such as, indicative and without limitation, a fine or deletion of a Member, when the credibility it is lost and damage is done to a Member.

### 1. Cancel a reservation

“Grace period” is the period of time starting immediately after a reservation is confirmed. The duration of the grace period depends when the reservation is made in respect of the arrival (check-in) date. During the Grace Period, Guest can cancel a reservation with favorable terms for him.

#### **Guest cancellation:**

If the Guest cancels the booking request before it is accepted by the Host or the Host does not accept the booking request, or the Guest or the Host cancels before the Grace Period has passed, then no amount will be collected from the Members involved (Guest and Owner). The Guest will have a full refund.

Guests can cancel a confirmed booking at any time. If the cancellation is made after the Grace Period has passed, then CVA will refund the amount corresponding to the Guest, in accordance with the cancellation policy of the accommodation set by the Host and in effect at the time the Booking was made.

CVA will deduct from the Owner the pre-agreed percentage of the promotion fee of his service from the amount that he will receive, based on the cancellation policy of the service he provides that the cancellation was made.

#### **Cancellation by the Owner:**

The Host may not accept a reservation request, or cancel it without adverse consequences for him as long as the Grace Period has not passed. In this case no amount will be collected from the involved Members and the Guest will have a full refund.

Because cancellations disrupt guest plans and affect the confidence and reliability of Crete Villas Apartments as a mean of promoting the purchased service, the hosts, except in the cases listed above, cannot cancel a confirmed purchased, displayed by Crete Villas Apartments, service (reservation) and for this reason they must complete all the reservations for which the Grace Period has passed.

In any case, the cancellation by the Owner in the last 24 hours before check-in will not be available from the CVA Platform.

The cancellation by the Host after the Grace Period has had adverse consequences for him, except in the cases mentioned above or in which an unforeseen case of "force majeure", from those described below, is verified and it becomes practically impossible to stay at home:

- *Changes in Greece's travel requirements*: Unexpected changes in government service requirements that prevent travel to the destination, which may be related to the required travel documents, emergency (epidemics / pandemics) or restrictions / prohibitions that prevent or prohibit travel to or from the location of the accommodation.
- *Natural Disaster*. Large-scale natural disasters, disruption of basic utilities, tsunamis and other severe and abnormal weather events. This does not include the natural weather conditions that are common enough to be predictable in this location - for example, strong winds that appear during the summer in several parts of Crete.
- *Military operations and other hostilities*. Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, uprisings, riots, insurgency, civil unrest and civil unrest.

In those three cases, if the owner has already been credited with amount paid from the guest (i.e. partial payment caused by cancellation policy as described in paragraph XI.2.), then the owner agrees that is his obligation to return that specific amount back to the guest using the provided flow implemented in CVA platform for this case scenario. CVA has no responsibility for the owner missing payments but will use any legal mean to pursue the fair back payment from the owner to the guest in such cases.

#### Other cases:

In all other cases where the Host cannot host the Guest as reserved and did not cancel before the Grace Period is over, then the Owner has the following options:

**A.** To ask the visitor "Change of accommodation" quoting for him the internet link (/URL) of the new, for same or better category (same or more benefits), accommodation, so that the Visitor can see the alternative accommodation online. This link does not have to be on the CVA platform. If the Guest accepts the change, the new accommodation will be paid by the Owner from the money he will receive from the initial reservation and the Owner will cover also the financial difference, if any, between the original and the alternative accommodation.

When the Owner requests a change of accommodation, the Guest has 2 options:

- Accept to change accommodation: In this case:
  - The reservation goes into status "Change of accommodation" and the dates of the original accommodation remain reserved in the Owner's calendar.
  - The Owner agrees and becomes responsible for the practical processing of the reservation change and the check-in of the Guest in the alternative accommodation (instructions, guidance).
  - The Guest Payment to the Owner is not canceled: The Guest will not get back the booking money as long as he has paid for his reservation (no matter the accommodation will be different, as long as he accepted the change) and will not pay extra money if the new alternative accommodation is more expensive. The Owner will be paid normally by bank transfer the next day from the pre-arranged check-in day and will take care of the alternative accommodation arrangements for the Guest.
- Non-acceptance of the alternative proposed accommodation(s):

When the Guest does not accept any of the proposed by the Owner alternative accommodations, he is automatically taking responsibility for his after-cancellation arrangement. On the other hand, the Owner will face adverse consequences for disrupting the Visitor's plans and the unpleasant image he caused in the trust and reliability of the displayed services of Crete Villas Apartments.

- The reservation will go into "Canceled" status and the Owner's calendar will remain reserved for the days of the canceled reservation.
- The Guest will get back the entire amount he paid for the reservation (full refund) and will have to make another alternative reservation himself if he so wishes.
- The Owner will pay a cancellation fee depending on i) how long the reservation was and ii) how many days before check-in the cancellation took place, in particular:
  - If the change of accommodation was requested up to 40 days before the arrival of the guest at the accommodation (check-in), then the Host will be charged the Reservation Fee of the platform for the specific reservation or 50 euro<sup>(\*)</sup>.
  - If the change of accommodation was requested between 39 and 20 days before check-in, the fine is equal to twice the Reservation Fee or 100 euro<sup>(\*)</sup>.
  - If the owner requests the change of accommodation between 19 and 8 days before the check-in, the fine is equal to 4 times the Reservation Fee of the specific reservation or 200 euro<sup>(\*)</sup>.
  - If the Owner requests the change of accommodation within the last 7 days before the arrival of the guest in the accommodation, the amount of the fine is equal to 6 times the Reservation Fee or 300 euro<sup>(\*)</sup>.

**B.** If the Owner does not request a change of accommodation for the Guest and when the Guest arrives to the booked accommodation that is not available, the Owner's fine is equal to 4 times the booking fee (or 200 euro<sup>(\*)</sup>) if the Guest is successfully transferred from the Owner to an alternative accommodation, or 20 times the commission fee (or 1000 euro<sup>(\*)</sup>) if there is no alternative accommodation for the Guest to stay, with possible subsequent deletion of the Host from the platform and of his future bookings, depending on the occasion.

(\*) Amount to apply when the alternative fee is less than that amount.

CVA reserves the right to post an automated review to the Host of the canceled accommodation indicating that a booking has been canceled or/and to keep the accommodation calendar unavailable for the canceled booking dates unless the Host has reasonable doubts about the conduct of the visitor.

#### **Cancellation by CVA:**

CVA may, in certain circumstances, cancel a pending or confirmed booking on behalf of a Host or Guest and initiate corresponding refunds and payouts. This may be for reasons like contract

termination with Guest or Host, law compliance, Terms breached by Host or Guest, inaccurate, fraudulent, outdated or incomplete information during account registration or accommodation submission, conduct or repeatedly poor ratings or reviews, complains about conduct and other reasons described in Contract Termination or suspension section. Where CVA cancels a booking, Members will be notified by providing the reasons for such a measure, unless such notification would prevent or impede the detection or prevention of fraud or other illegal activities or harm the legitimate interests of other Members or third parties. You may appeal a cancellation by contacting customer service.

### **XIII. COPYRIGHT**

The CVA Platform, content, and Member content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Greece and other countries. You acknowledge and agree that the CVA Platform and content, including all associated intellectual property rights, are the exclusive property of CVA and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the CVA Platform, content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of CVA used on or in connection with the CVA Platform and content are trademarks or registered trademarks of CVA Greece. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the CVA Platform and content are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the CVA website or content, except to the extent you are the legal owner of certain Member content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CVA or its licensors, except for the licenses and rights expressly granted in these Terms.

Subject to your compliance with these Terms, CVA grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to access and view any CVA or Members content made available on or through the CVA Platform and accessible to you, solely for your personal and non-commercial use.

Making available any Member content on or through the CVA Platform, you grant to CVA, as you create, publish or make it available, a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to such Member content, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member content to provide and/or promote the CVA website, in any media or platform, known or unknown to date and in particular on Internet and social networks. Insofar as Member content (including images) includes personal information, such Member content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy.

Unless you provide specific consent, CVA does not claim any ownership rights in any Member content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member content.

You are solely responsible for all the content that you make available on or through the CVA website. Accordingly, you represent and warrant that: you either are the sole and exclusive owner of all the content that you make available on or through the CVA Platform or you have all rights, licenses, consents and releases that are necessary to grant to CVA the rights in and to such content, as contemplated under these Terms; and neither the content nor your posting, uploading, publication, submission or transmittal of the content or CVA's use of the content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You will not post, upload, publish, submit or transmit any content that:

- It is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive;
- It is defamatory, libelous, obscene, pornographic, vulgar or offensive;
- Promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- It is violent or threatening or promotes violence or actions that are threatening to any other person or animal; promotes illegal or harmful activities or substances;
- Violates any CVA policy.

CVA may remove or disable access to any content that is in violation of applicable law, these Terms or CVA's policies, or otherwise may be harmful or objectionable to CVA, its Members, third parties, or property. When CVA removes or disables content, CVA will notify the Member and provide the reasons for such a measure, unless such notification would prevent or impede the detection or prevention of fraud or other illegal activities, harm the legitimate interests of other Members or third parties, or contravene applicable laws.

If you believe that any content on the CVA Platform infringes copyrights you own, please notify us in our email contact address providing the following information: 1. Identify the copyrighted work (or a list if many) that you claim has been infringed. 2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the website where such material may be found. 3. Provide your mailing address, telephone number, and, if available, email address. 4. Include both of the following statements in the body of the Notice: "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)." and "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.". Provide your full legal name and your

electronic or physical signature. Send to our contact email : [contact@crete-villas-apartments.com](mailto:contact@crete-villas-apartments.com).

#### **XIV. CONTRACT TERMINATION**

This Agreement shall be effective until such time when you or CVA terminate the Agreement in accordance with this provision.

You may terminate this Agreement at any time by sending us an email. If you cancel your CVA Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your CVA Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the accommodation's cancellation policy.

Without limiting our rights specified below, CVA may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

CVA may immediately, without notice, terminate this Agreement and/or stop providing access to the CVA Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) if terminating the Agreement is necessary to protect the personal safety or property of CVA, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

For the following reasons:

- to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body
- you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights
- you have provided inaccurate, fraudulent, outdated or incomplete information during the CVA Account registration, listing process or thereafter
- you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria
- you have repeatedly received poor ratings or reviews or CVA otherwise becomes aware of or has received complaints about your performance or conduct
- you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason
- to protect the personal safety or property of CVA, its Members, or third parties, or to prevent fraud or other illegal activity:

CVA may take any of the following measures:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the CVA Platform;

- temporarily or permanently revoke any special status associated with your CVA Account;
- temporarily or in case of severe or repeated offenses permanently suspend your CVA Account and stop providing access to the CVA Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by CVA and an opportunity to resolve the issue to CVA's reasonable satisfaction.

If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

When this Agreement has been terminated, you are not entitled to a restoration of your CVA Account or any of your Member content. If your access to or use of the CVA Platform has been limited or your CVA Account has been suspended or this Agreement has been terminated by us, you may not register a new CVA Account or access and use the CVA Platform through a CVA Account of another Member.

If CVA takes any of the measures described above you may appeal such a decision by contacting our customer service.

## **XV. DISCLAIMER OF LIABILITY**

CVA is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life. Essential contractual obligations are such duties of CVA in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract. Any additional liability of CVA is excluded. **The disclaimer provided herein is valid to the maximum extent permitted by law.**

## **XVI. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to release, defend (at CVA's option), indemnify, and hold CVA and its affiliates and subsidiaries, including but not limited to, CVA directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with

- your breach of these Terms
- your improper use of the CVA Platform or any CVA services



- your interaction with any Member stay at an Accommodation including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use
- your breach of any laws, regulations or third party rights. The indemnification obligation according to this section only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

## **XVII. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT**

This Dispute Resolution and Arbitration Agreement shall apply if you bring any claim against CVA.

### **1. Overview of Dispute Resolution Process**

CVA is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals who bring any claim against CVA which:

1. an informal negotiation directly with CVA's customer service team, and
2. a binding arbitration administered by the EODID:

The contracting parties agree to submit any dispute, controversy or claim arising out of or in connection with this contract to mediation under the Mediation Rules of the EODID Athens Mediation & Arbitration Organization ("EODID"). The mediation shall be conducted in Greek language. If the dispute or controversy or claim or any part thereof is not resolved within 30 days of commencement of the mediation process, the dispute, controversy or claim or its unresolved part shall be submitted to the EODID Arbitration Rules and to one arbitrator, appointed pursuant to the rules hereof. The place of arbitration shall be Greece, the arbitration shall be conducted in Greek language and the law applicable to the resolution of the dispute shall be the "consumer disputes – consumer protection".

This Mediation & Arbitration clause shall remain in full force and effect following any rescission or termination of this Contract on any grounds whatsoever, until all disputes, controversies or claims, as defined hereinabove, have been finally settled.

In the event that this Contract is vitiated, rescinded or terminated on any grounds whatsoever, the validity and enforceability of this Mediation & Arbitration clause shall not be affected, and this clause shall be independent of and severable from the remaining clauses hereof.

Arbitrators must be neutral and no party may unilaterally select an arbitrator;

### **2. Pre-Arbitration Dispute Resolution and Notification**

Prior to initiating an arbitration, you and CVA each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact CVA's customer service team by

emailing us in the address [contact@crete-villas-apartments.com](mailto:contact@crete-villas-apartments.com). If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, the written demand for arbitration is provided to the other party, as specified in the EODID Arbitration Rules.

### 3. Agreement to Arbitrate

**You and CVA mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the CVA Platform, the Host Services or the payment service will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and CVA agree that the arbitrator will decide that issue.**

### 4. Exceptions to Arbitration Agreement

You and CVA each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

### 5. Arbitration Rules and Governing Law

This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by EODID in accordance with the consumer disputes – consumer protection rules and/or other EODID arbitration rules determined to be applicable by the EODID (the "EODID Rules") then in effect, except as modified here. The EODID Rules are available at [www.eodid.org](http://www.eodid.org) or by calling the EODID at (+30) 210 3678800.

***Jury Trial Waiver.* You and CVA acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.**

### 6. Arbitrator's Decision

The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction.

## 7. No Class Actions or Representative Proceedings

**You and CVA acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and CVA both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this paragraph is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and CVA agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.**

## 8. Severability

Except as provided in Section 7, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

## 9. Changes

If CVA changes this Section XVII ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of CVA's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and CVA (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and CVA.

## 10. Survival

Except as provided in Section 8, this Section XVII will survive any termination of these Terms and will continue to apply even if you stop using the CVA Platform or terminate your CVA Account.

## **XVIII. FEEDBACK**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the CVA Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the CVA Platform, or by other means of communication. Any

Feedback you submit to us may be used by us for any business purpose and will be considered non-confidential and non-proprietary to you.

## **XIX. APPLICABLE LAW AND JURISDICTION**

These Terms are governed by and construed in accordance with Greek law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Greek law. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of CVA's place of business in Greece. If CVA wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Greek courts.

## **XX. GENERAL**

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between CVA and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between CVA and you in relation to the access to and use of the CVA Platform.

No joint venture, partnership, employment, or agency relationship exists between you and CVA as a result of this Agreement or your use of the CVA Platform.

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

CVA's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without CVA's prior written consent. CVA may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by CVA via email, CVA Platform notification, or messaging service (SMS).

If you have any questions about these Terms please email us to [contact@crete-villas-apartments.com](mailto:contact@crete-villas-apartments.com).