

ART LUXURY DESIGN BY KELLY VORREA

TERMS OF USE AND PRIVACY POLICY

Note: Since the User visits and remains connected to this website and uses it in any way, the User accepts the application of the following terms and conditions, applicable for the legal use of the website.

PREAMBLE

Herewith, the terms of use for the services provided through the website <https://art-luxurydesign.com/> are determined. The aforementioned website will hereafter be referred to as the “Website” for the sake of brevity. The “Website” is managed by the private business «ART Luxury Design by Kelly Vorrea» which is located in Mykonos, Argyraina, Registered under the tax number 801537860.

For the legal use of the provided through the “Website” services the Visitor and User of the “Website” unreservedly accepts the present terms of use, as recorded, and is obliged to comply with the applicable Greek and International laws and regulations relating to this type of transactions. The surfing, the access or the use of the “Website” or the services provide is a presumption of the fact that the visitor/user has already examined, understood and accepted all the terms and conditions of use. For this reason, the User is called to read in advance the content of them. In case that the visitor/user does not agree with the terms of use of the “Website” is obliged not to use the services provided and the content of the “Website”.

Though the “Website” the managing business transmits information regarding the products which advertises and promotes, and the services provided, which refer to the trade of furniture and decoration items of indoor and outdoor spaces. Through this “Website” the User may be informed about the products advertised and promoted by the managing business, their specific characteristics, the collections promoted, as well as the partners, the distribution points and any other information which the managing business is obliged or wishes to make publicly available.

TECHNICAL OPERATION OF THE WEBSITE

The present terms of use are related to the functioning of the “Website”. Though, the use of the term “Website” and the reference to the term “Website” does not exclude the fact that the services may be provided also by other technological means, such as websites and applications which are owned, controlled or will be advanced in the future by the managing business or possible partners who will undertake the technical operation of the so called technological means.

The managing business does not guarantee the continuous, uninterrupted and safe access to the services of the “Website” and the rest of the technological means, since its operation may be affected by factors which are not subject to its control. The Managing Business reserves the right, without any responsibility, to interrupt the operation of the “Website” if this is necessary for technical reasons, such as its maintenance or upgrading.

3. BUSINESS’S RESPONSIBILITY

3.1. The Managing Business is in any circumstances not responsible for any harm and / or any other consequence that may result from access to the “Website” and / or the use of the information and services provided to it. The Managing Business is not responsible for any direct or indirect loss or damage resulting from the content of the “Site” nor is it responsible for damages or remedies for any loss or damage caused by

the use of this content.

3.2. The Managing Business makes every possible effort to exclude the appearance of viruses and other malicious software on the Website, does not guarantee that the functions of the “Website” will be free from malicious software and viruses and is not responsible for any loss of data or other damage to the visitor / user or third parties due to either use / copy / upload, alteration or infection by viruses or other unauthorized third party interventions in files and information available through “Website”. Every visitor must take all appropriate security measures (for example antivirus programs) prior to any upload from the “Website”. The cost of possible corrections or repairs is undertaken by the visitor / user and in no case by the Managing Business.

3.3. The Managing Business does not guarantee the uninterrupted and error-free operation of the “Website”, nor does it guarantee that these errors will be corrected, or for the correctness, completeness and availability of the content of the pages and services. The “Website” may contain inaccuracies or typographical errors that will be corrected by the Managing Business at its discretion if identified. The Managing Business cannot, however, guarantee the accuracy, completeness, timeliness or non-infringement of the content of the “Website” for any use, application or purpose. Nor does it guarantee that any errors will be necessarily or wholly corrected or that any queries will be answered.

3.4. The hereabove limitations do not apply if the loss is caused by fraud or deception from the “Website” and will only be applied to the extent permitted by the laws and rules of Greek and European Law

3.5. The “Website” is likely to refer through “links”, hyperlinks or banners to other websites for the sole purpose of facilitating visitors / users, and the use of these links will be at the sole responsibility of visitors / users and their respective websites will be subject to their own terms of use, for which the Managing Business has no responsibility. The managing business does not guarantee the availability of third-party web sites nor endorse or be liable for the content, accuracy, legality, completeness, timeliness and accuracy of the information, nor for the quality and properties of the products or services that are made available by those persons through the above websites. The Managing Business is also not liable for any errors or malfunctions of third-party websites and for any damage may be caused to users from accessing and using the information, services and products provided through them. Providers of these websites retain full (civil and criminal) responsibility for the security, legality and validity of the content of their websites and services, excluding any responsibility of the web site administrator, such as, but not limited to, intellectual and industrial property rights or any third party’s rights. Therefore, visitors are required to comply with the terms of use of these websites and to contact their service providers directly for anything that arises from their visit and / or use.

4. ACCESS AND USE OF THE WEBSITE

4.1. The service is provided to adult persons who are capable of legal acts in accordance with the relevant provisions of the relevant legislation and subject to full and unconditional acceptance of these terms of use. Minor persons may have access to the “Website” only with the explicit consent of their parent / guardian. If minors voluntarily visit websites or make use of services accessible through the pages of this site that may be considered inappropriate or harmful to them, the administrators of this site bear no responsibility.

The User must comply with the rules and provisions of Greek, European and International Law and the relevant legislation governing telecommunications and

refrain from any illegal and abusive conduct in the use of the “Website” and in relation thereto.

The User is liable for any damage caused to this “Website”, due to the inappropriate use and the services offered through it, and is bound for the following;

- a) not to use any program or other method of influencing or interfering with the operation of the “Website” or any entry contained therein,
- b) not to improperly impose the “Website”, its proper functioning and its technological infrastructure or the algorithm it uses,
- c) not send files that may contain viruses or other malicious software in the “Website” operating mechanism or other users’ electronic devices,
- d) not to copy part or all of its operating mechanism or its contents without the prior written permission of the Managing Business
- e) refrain from any action that improperly burden or misuses the Website’s search engine and its technological infrastructure, or may cause data to be lost or falsified on the Site or other users’ electronic devices,
- f) copy, modify, paraphrase or republish the contents of the “Website” without the prior written permission of the Managing Business.

4.2. Information provided by users to the Managing Business or other members, either when registering members or when publishing on the “Website” or completing the contact form is defined as “personal information and data”. For proper use of the information provided by the users, the user is provided with an authority to the Managing Business to control and use this information. The managing business undertakes to use this information in accordance with these terms of use and only for the purposes herein.

4.3. The responsibility for the accuracy of the personal data and information lies solely with the providing user. In any case, they must not be false, inaccurate or misleading, or lead directly or indirectly to cheating on third parties.

4.4. The Managing Business reserves the right to suspend or prohibit the use of its services, if this is necessary to ensure the proper functioning of the “Website”, to any user of the Website who is considered, in its absolute discretion, not to comply with these Terms of Use. If the use of the services of the “Website” is suspended or banned by a member, it is not allowed to re-register or use the services of the “Website” without the prior consent of the Managing Business.

5. ADMINISTRATION AND PROTECTION OF PERSONAL DATA

1. The Managing Business processes user’s information (hereinafter referred to as “Data”), always respecting the user’s rights and the relevant legislation solely for communication purposes, statistics and improvement of its services and all that is necessary for the implementation of the aforementioned communications, information about new products, services and events, for transactions and sending newsletters and for statistical purposes and for improving the services provided. Herein is explained what data the Managing Business collects through the “Website”, how it processes the Data available to it from each contact, relationship or transaction, what are the rights of the users.

2. The examination of the requests, messages or comments and to take the appropriate action to get the possible relationship with the user and improve its products. The collection and processing of the Data is governed by the terms of this and the applicable provisions of the Greek and generally European legislation on the Protection of Personal Data of the Subject.

3. By accepting these terms, the user accepts the terms and conditions for the protection and management of personal data provided on this “Website”.

4. Data and way of collecting them through the “Website”

Data and information are collected from the “Website” in different ways through the website, such as:

- Contact Form.
- Email.
- Cookies and Other Technologies.

The “Website” collects the following Data:

- Personal information (name and e-mail address) and information about requests or comments that are included in the e-mail or communication form

Information about the IP address, web site entry time, URL, type and web browser settings. Also, information about recent visits to the “Website” and the material that the user viewed during his visit to the “Website”. This information is collected through cookies and other technologies, only with the consent of the user, unless it is necessary to browse the website. This information is anonymous, and the Managing Business cannot identify the user through them.

5. Reasons for Processing

These data are processed and maintained only as long as is necessary to meet the purpose for which they are intended, usually for the performance of a contract, the compliance of the trustee with its legal obligations and the satisfaction of its legitimate interests. Regarding the Personal Data related to product purchases, the “Website” retain this data for a longer period in order to comply with its legal obligations (such as tax and commercial legislation and for reasons of guarantee where applicable). The Managing Business processes the Data only if it is necessary to:

- The requesting company examine the request, message or comment and take the appropriate actions to get the best possible relationship with the user and improve its products. After this time they are retained only if and to the extent necessary to protect the rights and claims of the management company or its compliance with its legal obligations. Understand how the user uses the “Website” to make it more functional and secure.
- Conclude a sales contract.

In some cases, it may be necessary to the managing company to use the Data to:

- Comply with the legal obligations.
- Protect its rights and claims.
- Protect its general corporate interest.

If the User contacts the Managing Business by submitting a request or comment to promote its products, the aforementioned Business will ask for the consent of the user to inform him in the future of his products or offers. The user reserves the right to revoke this consent at any time, as defined in clause 11 hereof.

6. Time of data retention

Data are processed and retained only as long as it is necessary to fulfil the purposes for which they were collected. Specifically:

- The information about the requests or comments is kept as long as is necessary to examine and take the appropriate actions. After that time, they are retained only if and to the extent necessary to protect the rights and claims of the Managing Business or its compliance with its legal obligations.
- Information collected through the use of cookies and record files is retained in accordance with the terms of use of cookies.

7. Disclosure of Data to third parties

Data are disclosed to third parties only if it is necessary for the purposes of processing

them. Third parties may be:

- Providers of transport, postal and telecommunication services, to facilitate communication.
- Lawyers, judicial or other authorities, agencies, out-of-court institutions, legal entities governed by public law, public servants (notably bailiffs, notaries); and third parties (for example, judicial or private experts and technical advisers, arbitrators or mediators). Data shall be disclosed to hereabove persons only if the Managing Business is required to protect its rights and legal claims.

Data is transmitted to a third country only if an adequate level of data protection is ensured in that country and if it is strictly necessary for the user to communicate with the user or to protect its rights and legal claims.

Provided that the Managing Business has any Data at its disposal, the User retains the following rights;

8. User's rights

The user, in order to protect the Data, has the following rights, which are limited by the relevant legislation in some cases:

- Right to information

The relevant right of the subject concerns his / her information in the case of the violation of personal data and is a manifestation of the person's right to information self-determination, since every person has the right to know the recipient of his / her data, even if it is a violation of the existing legislation. It is entitled to know about the violation of personal data as well as the handling it will take from the controller.

- Right of portability

This is the right to data portability from one server provider to another. The relevant right lies in the ability of the data subject to receive the personal data relating to him and to the controller in a structured, commonly used and machine-readable interoperable format and to pass it on to another controller when the processing of personal data is carried out by automated means.

- Right of access

The right of the user to be informed about the processing of the Data and to request a copy of them.

- Right to rectification

Right of the User to request correction or completion of the Data.

- Right to delete

Right of the user to request the deletion of the Data. This right is met under the following conditions:

- If Data is no longer necessary for the purposes for which it was collected.
- If he/she exercises his/her right of objection.
- If Data has been processed illegally.
- If Data has to be deleted in order to comply with a legal obligation.

Right to limit processing

Right of the user to restrict the processing of the Data. This right is met;

- o When the accuracy of the Data is questioned.
- o When the treatment is contrary to law and the user asks for a limitation of their use instead of deletion.
- o When the user exercises the right of objection, until the managing business verifies if the legitimate reasons for their processing override the interests, rights and freedoms of the user.

- Right of objection

Right of the User to oppose the processing of Data made for the purposes of the

legitimate interests of the Managing Business or third parties.

How to exercise the Rights

The user may exercise his/her rights free of charge (unless manifestly unfounded or excessive) by submitting a request in the manner provided for in clause 11 hereof. The user will be informed of the progress of his / her request within one month of receiving it. If the request is very complex or there are reasons for an increased number of requests, this period is extended for one month. Where there are legitimate reasons, which prevent the Managing Business from satisfying it, it undertakes to inform the user of the reasons for its refusal.

9. Security

The Managing Business shall take appropriate technical and organizational measures to securely process the Data in order to prevent unauthorized access, modification or disclosure. At the same time, all employees and partners are subject to confidentiality obligations.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

6.1. The entire content of the “Website”, including but not limited to images, graphics, photographs, drawings, news, illustrations, texts, tools, specialized functions and generally any kind of files, is the intellectual and industrial property of the Managing Business and governed by national, Community and international intellectual and industrial property provisions.

6.2. Copying, analogue / digital recording and mechanical reproduction, distribution, transfer, downloading, processing, resale, creation of derivative works or misleading the public about the real content provider, re-publish, download, announce, disseminate or transmit or otherwise use the content of the “Website” by any third party, is expressly forbidden without the prior written permission of the Managing Business.

6.3. It is explicitly excluded from previous indicative cases the case of the individual storage of part of the content on a personal computer of the user solely for personal use, provided that these intellectual and industrial property rights are not affected.

7. AMENDMENT OF THE TERMS AND CONDITIONS

7.1. The Managing Business reserves the right to unilaterally modify the terms and conditions or any part thereof at any time and without notice at its sole discretion or to comply with newer legislation. The Managing Business will post online the applicable version of the Terms of Use and undertakes to post a Notice regarding the change of terms of use at least five (5) days before publishing them. The posting of the notice of change of terms of use is agreed as sufficient information and the continued use of the “Website” or its services will be deemed to constitute acceptance of the new terms.

For this reason, each user is asked to check the terms of use at regular intervals.

7.2. In any case, the “Website” is required to record the date of the last modification of these terms of use in a prominent place so that the user who can store a copy thereof in their most up-to-date format is aware. If the user does not agree with these changes, he reserves the right to deactivate his account by submitting a request in the manner provided for under 11.

7.3. The terms of use of the “Website”, as well as any modifications thereto, are governed by national and Community law and any relevant applicable international treaties. Any provision of these terms found to be in breach of this legal framework or rendered inoperative shall automatically cease to be valid and shall be withdrawn from the present, without in any case undermining the validity of the other terms.

7.4. Similarly, if any terms of use become partially or totally invalid or unenforceable, the validity and / or validity of the remaining terms or parts thereof is not affected.

Invalid and / or unenforceable terms will be replaced with terms as close as possible to the meaning and purpose of the invalid or unenforceable terms.

8. USE OF COOKIES

The “Website” may collect user identification data from the site using corresponding technologies such as cookies and / or Internet Protocol (IP) address tracking. Cookies are small text files that are stored on the hard drive of each visitor / user and do not know any document or file from their computer. They are used to facilitate visitor / user access to the use of certain services on the “Website” for statistical purposes and to determine the areas that are useful or popular. The information stored on the User’s computer may contain information such as which pages the User has visited, the date and time of the Visit as well as a random ad unique User ID number. In no case do cookies contain personal information or information, which will allow anyone to communicate with the visitor of the website, by phone, e-mail, etc. With this use, the “Website” is able to store useful information for the User browsing the website, as well as read this information to offer the User a unified browsing experience. The visitor / user of the “WebSite” can configure his web browser to either warn him or her about the use of cookies on specific services or not allow the acceptance of the use of cookies in no way. In the event that the visitor / user of the specific services and pages does not wish to use cookies for his / her recognition, he / she may not have access to these services.

9. TERMS OF USE NEWSLETTER

The “Website” in the context of the services it provides gives the user / visitor the opportunity, if he / she wishes, to receive newsletters of the “Website” in his e-mail by submitting the details of his e-mail address to the corresponding field. If the user ceases to be interested in receiving the newsletters, he is given the opportunity to declare his wish to stop their mission through the relevant e-mail message sent to him by the “Website”. If he/she does not wish to receive relevant communication, the user may submit the request in the manner provided for under 11.

10. FINAL PROVISIONS

10.1. The terms and conditions of this Agreement have been drafted in the Greek language, and it is clearly agreed that if it is translated into another language, if any doubt arises during interpretation, the wording in Greek will prevail.

10.2. In any case, for any dispute arising between the Managing Business and the visitors or members of the “Website”, the Courts of the City of Athens are competent and applicable Greek Law.

11. COMMUNICATION

If there are any questions about the terms of use or if you wish to submit a question or complaint or exercise the above stated rights regarding the terms of use, you can contact us at the email address info@art-luxurydesign.com