



General Terms of Use

Whether you are a property owner or agent (an "Advertiser") placing advertisements on www The website ("our site") or a person using this site other than to advertise Tourism, Travel, Culture, Events, News, Services & Products (client & Holidaymaker) by accessing or using our site, these terms and conditions ("Terms of Use") inform you of the basis on which you may make use of our site.

Please read the Terms of Use thoroughly before using our site. By using our site, you indicate that you accept the Terms of Use. Please do not use our site if you do not agree to the Terms of Use.

Information about us

Our site is operated by Sfondoni Beheer B.V. The Best from Greece B.V. We are registered in The Netherlands under company number 33289169 and have our registered office at Amsterdam, Baarsjesweg 313.

We are a New Media an advertising service for Advertisers and an accommodation search facility for Holidaymakers and people interested in visiting Greece for various reasons. We promote & Advice Greek Businesses. We do not own, inspect or provide content for any of the properties advertised on our site. We have absolutely no involvement in the booking process or transaction, although we may provide tools to enable the transaction between Advertiser and Holidaymaker. We make no claims as to the quality, safety or legality of any of the properties advertised. Neither can we confirm the accuracy of the advertisements or their content. It is the sole responsibility of the Advertiser to be eligible to rent the property and the sole responsibility of the Holidaymaker to pay for the rental.

Material on our site

All copyright, database rights, trade marks and design rights in our site and in the material published on it belong to us, our licensors or our Advertisers.

You may download material from our site for the sole purpose of using our site, but you must not copy, transmit, modify, republish, save, pass off or link to any content or material on our site without our prior written consent.

You may forward material from our site to third parties by using the 'Send to Friend' tool. By using this tool you confirm that you have obtained prior consent to receiving material from our site from any third parties to whom you send material.

Your safety

Consideration should always be given to the nature of advertisements and contracts transacted on the Internet, and the risks involved. Although we encourage Advertisers and Holidaymakers to make direct contact with each other, you may never meet or directly speak to an Advertiser or a Holidaymaker, and you must therefore proceed with care and judgement when using our site.

Your waiver and indemnity

Any contract for product service or rental of any property listed on our site is directly between an Advertiser and a Client/ Business/Organization/Holidaymaker and we are not a party to that contract.

In recognition of this, you agree to waive any claim you may have against us that is in any way connected with a dispute you have with another user of our site; and compensate us for any losses or liability suffered as a result of any claim against us by another user or any other third party as a result of your use of our site or in relation to your dealings with other users and third parties.

Our limitation of liability and responsibility

We act merely as an advertising service through which Advertisers can advertise products/services & properties to Holidaymakers. We do not own nor have we inspected nor do we have any control whatsoever over any property listed on our site and we make no representations or warranties regarding any of the properties.

While we require Advertisers to advertise properties truthfully, fairly and accurately, and we take reasonable steps to remove advertisements from our site following any complaint from a Holidaymaker or another Advertiser, we have no control over the accuracy of any advertisement or the capacity of any Advertiser to make a booking with a Client/ Holidaymaker.

As such, we disclaim all liability and responsibility arising from any reliance by any user of our site, or by anyone who may be informed of any of its contents, placed on any advertisement, commentary and other materials posted on our site.

Although we will do our best to prevent intentional misuse of our site and the dissemination of harmful programs via our site, we will not be liable for any loss or damage caused by any intentional misuse of our site or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site.

If we are in breach of these terms, we will only be responsible for any losses you suffer as a result and to the extent that they are a foreseeable consequence of both of us at the time you use our site. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

This does not affect our liability for fraudulent misrepresentation or if something we do negligently causes death or personal injury, nor any other liability which cannot be excluded or limited under applicable law.

Interruptions in our service

Whilst we take every care to maintain the continuity of our site, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate our site or any particular part of it.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

No partnership or agency

Nothing in these Terms of Use or in your use of our site creates, or is intended to establish, any partnership, joint venture or agency between us.

Law and jurisdiction

These Terms of Use are governed by The Dutch Law and the Dutch Courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site (although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country).

You agree to comply with all applicable laws, statutes and regulations concerning your use of our site. Each and every booking carried out on, or as a result of use of, the website is deemed to be completed within the Netherlands and therefore shall be governed by and interpreted in accordance with The Dutch Law.

Events beyond our control

We will not be in breach of these Terms of Use, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

Invalidity

If a provision of these Terms of Use (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of these Terms of Use will not be affected.

Variations

We may revise these Terms of Use at any time by amending this page or by publishing notices elsewhere on our site.

Notices

Any notices that you wish to send us should be errors should be send to legal@thebestfromgreece.com

Any notices that we may wish to draw to your attention to will be displayed on our site or through our newsletter communications.

Advertiser Agreement

This document informs you of the additional terms and conditions on which you may make use of www.thebestfromgreece.com ("our site") as a property owner or agent (an "Advertiser") placing advertisements on our site. If there is an inconsistency between any of the provisions of these additional terms and conditions ("User Agreement") and the Terms of Use, the provisions of the User Agreement shall prevail.

Please read the User Agreement thoroughly before using our site. By advertising on our site, you indicate that you accept the User Agreement.

Information about us

Our site is operated by Sfendoni Beheer B.V. The Best from Greece B.V. We are registered in The Netherlands under company number 33289169 and have our registered office at Amsterdam, Baarsjesweg 313.

We are an advertising service for Advertisers and an accommodation search facility for other users of our site ("Holidaymakers"). We promote and advertise Tourism, Travel, Culture, Events, News, Services & Products. We have absolutely no involvement in the booking process or transaction, although we may provide tools to enable the transaction between Advertiser and Holidaymaker. It is the sole responsibility of the Advertiser to be eligible to visit/rent the property and the sole responsibility of the Holidaymaker to pay for the rental/product or service

Rules for advertising

By advertising on our site and by providing information to us, you agree to the following:

- **Eligibility to advertise**

To provide upon request from us proof of personal identification, proof of ownership of the property advertised on our site and proof of authority to list the property.

Prior to activation of an advertisement all content that you submit is subject to our approval. As part of that process and in an ongoing capacity we reserve the right to review and amend content and photographs you supply.

- **Availability calendar accuracy**

It is a requirement of your advertising contract with us that your availability calendar accurately reflects the availability for the advertised property at the time the calendar is updated. Misrepresentation of availability of the advertised property is misleading to site users. We reserve the right to withdraw the calendar facility or terminate the advertisements concerned, without refund, where we believe calendars to be misleading.

- **Availability calendar updating**

In line with the above paragraph, we recommend that calendars are updated on a weekly basis. However, our minimum requirement is that calendars are updated at least once a month. This includes confirming if there have been no changes in that period. Failure to provide the minimum frequency of updates will affect advert performance and the user search experience. We reserve the right to withdraw the calendar facility from adverts where availability is considerably out of date. Adverts that repeatedly fail to meet this minimum requirement could be terminated without refund.

- **Termination of an advertisement**

- If we receive substantiated complaints from any number of site users about a specific advertisement misrepresenting the property, or its surroundings, or the inappropriate behaviour of an Advertiser, then we reserve the right to remove the advertisement without notice, and retain payment;
- If an Advertiser attempts to enter unsuitable material into the online database, or persistently misuses the online systems, we reserve the right to remove the associated advertisement from our site. Full payment will be retained;
- We reserve the right to refuse or remove any advertisement from our site that we consider unsuitable, incomplete or misleading, and will not be liable for any expense in so doing;
- We reserve the right to refuse any advertisement from our site where the content fails to meet our minimum requirements;
- If an Advertiser wishes to have their advertisement removed from our site before the end of their subscription, this will be done as soon as we receive formal notice from the Advertiser by email or using the 'Contact Us' page, quoting their Advertiser ID or home number and password. No refunds will be given;
- If an Advertiser is in breach of these terms we may remove the advertisement from our site without notice and without refund.

- **Contactability**

In the interest of maintaining a high level of service to Holidaymakers using our site, we require all Advertisers to be available to respond to enquiries by telephone or email. Should Advertisers be unavailable for a period of more than 1 week, we ask them to leave an answerphone message to that effect or to set up an out of office response on their email account. If neither of these options is viable, we ask that Advertisers contact us so we can temporarily suspend their advert. We reserve the right to suspend adverts of Advertisers who are unreachable for more than one week. In this instance we will send messages by telephone and email asking for the Advertiser to request re-activation upon their return.

- **Guestbooks and reviews**

All entries in the guestbook must be genuine comments from your guests. We reserve the right to request the email address of the guests whose comments are included for the purposes of verification. Should we decide to include guest reviews on the website, the same rules will apply.

- **Unauthorised payment options**

No Advertiser should request payment from a Holidaymaker via an instant cash wire transfer system such asNeither may you request payment by cash sent by post. Such actions may result in immediate termination of your advertising. Payment should be accepted via credit card, cheque, bank transfer or PayPal.

- **External links**

We reserve the right to remove from advertisements both email addresses and links to external websites which either do not conform to the guidelines provided, or which we feel are not appropriate, or act against the interests of us or our Advertisers. The ultimate responsibility and authority for determining the aforementioned rests solely with us. Should an Advertiser add a link or email address without consent, re-add a link or email address after its removal or remove reciprocated links from their website, we reserve the right to cancel their advertising without refund.

Payment details

No Advertisements will be activated without payment.

For payments made to us by bank transfer and/or in a foreign currency, an admin fee of 7,- euros will be applied in order to cover the bank charges incurred.

Advertisements can be paid for on an annual or quarterly basis (quarterly payment is known as "Subscription"). If you opt to pay by Subscription, the fee will be debited on a quarterly basis from the card you provide. No 'cooling off period' applies beyond the first year or first quarter of advertising.

VAT.

We are legally required to charge VAT on our fees according to European rules.

Refund policy

We provide an advertising service rather than a physical product. We offer a 'cooling off period' of seven working days wherein an Advertiser may cancel the requested advertising by email to support@thebestfromgreece.com or by use of the 'Contact Us' form on our site (stating the Advertiser ID or home number and the Advertiser's password). The 'cooling off period' applies to the initial advertising period only; it cannot be applied beyond the first year or first quarter of advertising.

Changes to pricing and conditions

We reserve the right to change the rates and conditions without notice. Any new rates will be applicable immediately for all new advertisements and renewals for both new and existing Advertisers.

Information you provide us

All copyright, database rights, trade marks and design rights ("**Intellectual Property**") in our site and in the material published on it belong to us, our licensors or our Advertisers.

You may download material from our site for the sole purpose of using our site, but you must not copy, transmit, modify, republish, save, pass off or link to any content or material on our site without our prior written consent.

In respect of any information you provide to us or other users of our site you will retain all rights you have in the Intellectual Property in such material, but you agree to:

- warrant to us that the material is your own original work and not entirely or partially copied from any other material; that you have all consents necessary to upload the material; that the material is accurate, complete and true; and that the material does not defame, cause injury to or invade the privacy of or otherwise infringe or violate any statutory, common law, regulatory or Intellectual Property rights of any third party;
- compensate us for any losses or liability suffered as a result of any claim against us by another user or any other third party in relation to the material which you provide;
- grant to us and our licensees a non-exclusive worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use the Intellectual Property you have in such material in any media known now or in the future; and

We will not be responsible, or liable to any third party, for the content or accuracy of any materials which you upload to our site or information you provide to us or any user of our site.

Your safety

Consideration should always be given to the nature of advertisements and contracts transacted on the Internet, and the risks involved. Although we encourage Advertisers and Holidaymakers to make direct contact with each other, you may never meet or directly speak to an Advertiser or a Holidaymaker, and you must therefore proceed with care and judgement when using our site.>

Your waiver and indemnity

Your contract for the rental of any property you list on our site is directly with the user of our site and we are not a party to that contract.

In recognition of this, you agree to waive any claim you may have against us that is in any way connected with a dispute you have with a user of our site; and compensate us for any losses or liability suffered as a result of any claim against us by a user of our site or any other third party in relation to your dealings with users of our site and third parties.

Our liability and responsibility

We act merely as an advertising service through which you can advertise properties to users of our site and we make no representations or warranties regarding the capacity of any user of our site to make a booking with you.

To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation, any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Interruptions in our service

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Law and jurisdiction

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Privacy

This document sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. By using our site, you indicate that you accept this privacy policy. Please do not use our site if you do not agree to this privacy policy.

We treat the personal information of site users with the utmost respect and confidentiality and take reasonable steps to ensure that your personal information is stored securely and accurately. If you have any queries or

comments about the policy or our use of your personal information, please get in touch with us by emailing us at [legal@thebest from Greece](mailto:legal@thebestfromgreece.com).

In general, we use the information we collect about you to help our Advertisers provide accommodation solutions to users of our site, provide information services to relevant third parties, improve the features and services we offer and support our own marketing and promotion efforts.

When you visit, register or use the services on our site, you may be asked to provide certain information about yourself, including your name and your contact details. Advertisers can update their information and change settings on their 'Your Account' page once signed in. We may also collect information about your use of our site as well as information about you from the emails or letters sent to you. Finally, we may collect information about your property and the type of property you wish to rent. Your information will enable us to provide you with access to all parts of our site and to supply the services and features that you have requested. We may aggregate the information to identify patterns which we can use in our marketing and to help us develop, administer, support and improve our services and features.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to our site or our services. Further, where you have consented, we might also use your information to email you with details about any other products or services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please e-mail us at sales@thebestfromgreece.com.

If you have consented on the shortlist section or the appropriate email form, we may provide any of the information we collect to carefully screened third parties to contact you regarding products or services that we think may be of interest to you. If you change your mind about being contacted by these third parties in the future, please e-mail us at sales@thebestfromgreece.com

Non-registered and registered users of our site can request we provide them with a copy of the personally identifiable information we hold via support@thebestfromgreece.com

You may ask us to make any necessary changes to ensure that such information is accurate and kept up-to-date. We may charge a small administration fee to cover the data search, preparation and delivery.

We follow strict security procedures to ensure that your personal information is not damaged, destroyed, or disclosed to a third party without your permission and to prevent unauthorised access to it. The computers that store the information are kept in a secure facility with restricted physical access and we use secure firewalls and other measures to restrict electronic access. The information we collect or record may be encrypted on back-up files and stored securely away from our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. We will explicitly ask you when we need information to identify you. We may require you to co-operate with our security checks before we disclose information to you. Your information will not be transferred outside of the European Economic Area. We will retain your information for a reasonable period or for as long as is required by law.

We reserve the right to use and share information concerning our Advertisers, including your IP address, with law enforcement authorities and/or other companies in the same industry as the best from Greece B.V. for the purpose of fraud prevention and to disclose your information to any new owner or partner should we enter into a sale/merger with another business entity. We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, We may use your data, or permit selected third parties to use your data, to provide you with information about goods and services which

may be of interest to you and we or they may contact you about these by post, telephone or email. If you do not want us to use your data in this way, or to pass your details onto third parties for marketing purposes, please let us know legal@thebestfromgreece.com. We may change our privacy policy from time to time as we add new services or in response to changes in the law or our commercial arrangements. Any changes to our policy will be posted on our website.