

## EKEINI e-shop Terms & Conditions

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## A. Terms of Use

This e-shop is operated by EKEINI P.C., a company resided in Skoufa 11-13, Athens, Greece 106 73, with Tax Number EL800645560.

Please read carefully the following Terms ("**Terms**") which, together with the Privacy Policy, constitute a binding legal agreement ("**Agreement**") between the user of the electronic services ("**User**", "**you**", "**legal entity**"), and the company EKEINI IKE ("**Company**", "**us**") and govern your access to and use of Company's electronic services ("**Services**") , through our platform [www.eshop.ekeini.com](http://www.eshop.ekeini.com) ("**the e-shop**") or via any other way.

### 1. Formation of Agreement

The e-shop that operates mainly through our web portal available at is a web store that sells resort wear such as long and short dresses, pareo, beach towels and beach bags. By using the e-shop you agree to be bound by the terms of the Agreement. You agree to comply with all website's operating rules, policies and procedures as published on the website. If you disagree, you should refrain from visiting the e-shop or using any services we provide. If you have entered into a separate agreement in writing with the Company regarding the access to and use of the platform, the separate agreement prevails.

Children under the age of 18 are prohibited to use our services and parents or legal guardians have the sole responsibility to approve and supervise of their children, in case they allow them to use the user. By registering a legal entity, you declare yourself as an agent who has the authority to bind that legal entity and you accept this Agreement on legal entity's behalf. If you are not, factually or legally, authorised to bind another person as our Customer to these Terms, you agree that you will be personally liable to these Terms.

### 2. Amendments

The Company reserves the right to modify the present Agreement at any time. Such changes will become effective 10 days after they are posted on our website and the Company has otherwise notified you of the change by email at the address you have indicated to us. The Company also reserves the right to change, modify, withdraw or discontinue any of the features, services and functionalities of the entire website at any time and for any reason without prior notice.

By continuing to access or use the services after we have posted a modification to the Terms or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If you disagree with the modified Terms you must stop using our services and, if applicable, cancel your Account.

You hereby agree that the Company and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the website and/or the services provided, or for any decision to suspend, discontinue or terminate the website, the

services or any part or parts thereof, or your possibility to use or access the same from or within any territory or territories.

### 3. Validity of the Agreement

Should any of the terms of the present Agreement be held invalid or unenforceable by a court for any whatsoever reason, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and such invalidity or unenforceability shall not affect or render invalid the remaining provisions of this Agreement.

### 4. Website's administration

Without limiting any other remedies, the Company has the discretion without prior notice, remove Content, warn or temporarily suspend a user, temporarily suspend or permanently terminate a user's account, prohibit access to the site, and take technical and legal steps to keep a user off the site and refuse to provide services to a user. Company's discretion to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. We are using Google analytics in order to create statistics for the use of the web platform and you are bound by Google's terms and conditions. Our website is operated and hosted in WooCommerce platform and our Company and you are bound, as well by their terms and conditions.

### 5. Restricted Activities

You are solely responsible for your conduct and activities on and regarding to the platform and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "**Content**") that you submit, post, and display on the platform. You agree to indemnify the Company from any liability created by Content you have uploaded to the platform.

The Content uploaded and your use of the platform is strictly prohibited:

- Be false, inaccurate or misleading.
- Be fraudulent or involve the sale of illegal, counterfeit or stolen items.
- Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.
- Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person, or falsely state or otherwise misrepresent your affiliation with any person. For example, the use of similar email address is not allowed and shall be banned from our services.
- Be obscene or contain child pornography or pornography in general.
- Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Modify, adapt or hack the Platform or modify another website so as to falsely imply that it is associated with the Platform.

## **6. Content and proprietary rights**

The content, the form and the services of this website are property of the Company and its third party affiliates or licensors. The sale, copy, modification, reproduction, lease, rental, loan, distribution or creation of derivative works based on the above content, in whole or in part is prohibited. The Company's graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks of the Company and may not be used without prior Company's license, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

On the other hand, the present Agreement does not imply any transfer of copyright or intellectual property rights on the content provided by you, to the Company. The Company does not claim any ownership rights on content, and you hereby expressly acknowledge and agree that your content remains your sole responsibility.

## **7. Third party services**

The user expressly and unconditionally accepts that the Company shall be able to place and/or show advertisements in the scope of this website. We are using Google Ads service in order to provide you advertisements pursuant to Google's terms and conditions.

The Company may assign this Agreement and part or all of the rights and obligations arising thereof, to any third party, individual or legal entity, residing in Greece or the European Union; USA; or Canada, without restrictions, if a proper notification is published on our website and an appropriate email is sent, providing you adequate time to deny this assignment.

## **8. No express or implied warranty – Limitation of liability**

The use of the platform or any related application is conducted at your own risk. The Platform is provided on an "as is" and "as available" basis. To the fullest extent possible under applicable law, the Company gives no warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the platform.

In no event shall the Company, its affiliates, officers, directors, employees, licensees or any third parties be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss) arising out of the use of or inability to use the Platform.

Any unauthorized use of protected material within the content, which would constitute an infringement of third party rights is strictly prohibited. You do declare that you indemnify, keep harmless from any third party claim or demand our Company, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders for any liability from the unauthorised use of copyrighted material and fully pay on their behalf or reimburse them any and all direct and indirect damages they may suffer.

## 9. External content

The Platform may contain referrals through links, hyperlinks or advertising banners to third party websites. The availability, content, personal data protection policy, quality and integrity of services of these websites is not subject to the control of the Company. We do not bear any liability whatsoever for the content and functions of any third party website, which are available to the user via links, hyperlinks or banners.

The user expressly and unconditionally accepts that the Company shall not be liable for any loss or damage, direct or indirect, regardless of the specific cause, the name and form, resulting from the availability of the above third party websites or resources, or resulting from any trust exhibited in the integrity, accuracy or existence of any advertising, product or other material contained or available on the above websites or resources.

## 10. Cookies

Our e-shop uses "cookies" which are small data files containing small amounts of information that, if you agree, are downloaded to and stored on your computer when you visit a website, to make your experience better and possible. Cookies may be used to enable you to use certain website features, store your preferences, recognize you, monitor and maintain information about your use of our websites, collect transaction information needed by a program to which you have authorized us to provide your personal information. They may also be used to provide you with personalized advertisement banners while browsing other reputable websites.

We keep the information you provide and may use it for several purposes, including: (i) accounting, billing, reporting and audit; (ii) credit checking or screening; (iii) authentication and identity checks; (iv) credit or other payment card verification and screening; (v) debt collection; (vi) safety, security, health, training, administrative and legal purposes; (vii) data matching and dedupe, statistical and market analysis, and marketing information; (viii) advertising and marketing for us, our Group and third parties; (ix) developing, testing and maintaining systems; (x) studies, research and development; (xi) customer surveys; (xii) customer care and to help us in any future dealings with you, for example by identifying your requirements and preferences; (xiii) where required by law or in connection with legal proceeding or disputes; and (iv) any other uses set out in the terms and conditions for use of our services".

We use "tags", which are tiny graphic images, and other similar technologies on our websites and in our emails. Pixel tags help us analyse our customers' online behaviour and measure the effectiveness of our websites and our advertising. We work with service providers that help us track, collect, and analyse this information. Pixel tags on our websites may be used to collect information about your visit, including the pages you view, the features you use, the links you click, and other actions you take in connection with the websites. This information may include your browser type, your operating system, date and time information, and other technical information about your computer. We may also track certain information about the identity of the website you visited immediately before coming to our site. Pixel tags and cookies in our emails may be used to track your interactions with those messages, such as when you receive, open, or click a link in an email message from us.

We may combine the information we collect through cookies and pixel tags with other information we have collected from you. This information may be used to improve our websites, to personalize your online experience, to tailor our communications with you, to determine the effectiveness of our advertising, to understand your preferences and for other internal business purposes.

You also work with third-party companies that use tracking technologies to serve advertisements on our behalf across the Internet. If you agree, these companies may collect information about your visits to our websites and your interaction with our advertising and other communications. We are committed to only providing you with information which is relevant to you and which you want to receive.

If you need any further information on the cookies technical details or the relevant European framework, you may contact us via email or phone or visit [http://ec.europa.eu/ipg/basics/legal/cookies/index\\_en.htm](http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm).

## **11. Privacy Policy & Personal Data**

By entering into the present Agreement you declare that the personal data you have entered are accurate, current, and complete and that you will update them accordingly, when appropriate. The Company has no liability for undelivered notices due to inaccurate account information or otherwise. You also declare that the Company has the right to collect, store, process, and use and disclose any piece of information necessary to provide the services requested. However, we may share your personal data if requested by law, court order or if those data are requested by our legal advisors or accountants, in order to adequately provide their services. You are safe, as the process of information is still regulated by our Privacy Policy.

Our company is responsible for the storage, process and file in general and shall respect the confidentiality of your personal information. It will use them solely for purposes described above and shall not transmit it to any third person, except if requested by applicable legislation, court order or in order to protect us against any potential claims. Storage and process will only be conducted for the following purposes of:

1. The development and performance of the purchase and sale contract of the products.
2. Answering to your requests, questions, postings etc.
3. Delivering or Returning products to you.
4. Comply with applicable legislation or court orders.

## **12. Online Dispute Resolution**

You are entitled to an online dispute resolution, as provided by the European legislation which is applicable in online transactions. For further enquiries please contact us or visit [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en).

### **13. Applicable law**

This Agreement shall be governed and construed by the laws of Greece. Any dispute, controversy or claim arising out of or in connection with the present Agreement will be subject to the jurisdiction of the Courts of Athens.

### **14. Exercising Company's Rights**

Without limiting any other remedies, the Company may, without notice, and without refunding any fees, delay or immediately remove Content, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the site, and take technical and legal steps to keep a user off the site and refuse to provide services to a user. Company's discretion to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

### **15. Contact Us**

If you have any questions about the present Terms of Use / Service, please contact us at: [info@ekeini.com](mailto:info@ekeini.com) or 0030 6955668566

## **B. Sale Process – Customer Rights**

### **1. Ordering Procedure**

There shall be no contract between you and us in relation to any product until your payment has been received and your order has been expressly confirmed. Until your order is confirmed, your account will not be charged. Even if your account has already been charged, the amount of the same shall be reimbursed in full.

The contents of this website are for general information and illustrative purposes. Products and colours appeared on pictures published on the website may vary from the real product.

To place an order, you must follow the online purchasing procedure and click "Authorize Payment"; you will then receive the "Your Offer Delivered Confirmation". All orders are subject to our stock availability and you will be informed if we confirm that the order by the "Order's Delivery Confirmation". The Agreement will be formalized only when we send you the Order's Delivery Confirmation.

Payment card details are only saved by our payment partner and not with any other third parties and will only be used to process your order, using our payment partner's systems.

### **2. Order Confirmation:**

All product orders are subject to availability. If there are difficulties regarding the supply of products or there are no items, of the ordered, we will inform you on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.



If only some of the products you have ordered are listed in the Delivery Confirmation, you are entitled to continue to the purchase as it is or to withdraw from the whole order, if some requested products are missing. No products shall be shipped until payment has been made in full and your details have been verified by any third party payment facilitators.

### 3. Delivery of Products:

If the Product(s) are not delivered within 30 days of the Order acknowledgement, you are entitled, as well, to cancel the Contract and be refunded for any amounts paid by you. We reserve the right to remove any content, product etc. from this e-shop at any time and to refuse the delivery of an ordered product, even if we have sent the Order Confirmation. If for any reason we are not able to deliver to the agreed date, you will have the option to continue with the purchase, in a new delivery date, or cancel the order with full reimbursement of the amount paid. We shall not be liable to you or to any third party for any of the above actions.

Upon delivery you must unpack and make an inspection to the delivered product, carefully and without destroying the package. If you realize that the delivered product is different than the one you have ordered; damaged or defective you must report that fact to us, within 5 days. Without prejudice to any rights that the law provides to the consumer, after that period has lapsed, it is considered that the delivered product(s) is in the desired status without defects or damages.

### 4.Prices

The price of the products mentioned next to each product on our e-shop is the final price, including VAT, but exclude delivery fees. Before the final placement of the order, we have to provide the actual price. In any case, be aware that prices may change at any time, and that there is always a possibility of errors.

### 5.Order Procedure

Use the **top menu** to navigate to the product of your interest by choosing category and gender. You may also use the **search** field on the top right of every page of ekeini.com. To **view detailed information** about a product just click on its image to be directed to the product's page. To **add a product to your cart**, select size, color and quantity and click **'Add to Cart'**. When you are ready to order your products, just click to the **'Cart'** button on the top right of the page to view the products you have selected to purchase. Before you continue to the **payment**, please make sure you have checked all the products you placed into your cart. If you change your mind about a product you have selected, just click **'Remove'** to delete it from your cart. When you have all the products you wish to buy into your cart, just continue to **'Checkout'**. You will receive a **confirmation email** with your order number and details after you complete your payment.

### 6.Cart Options

To view your **cart content**, just click the cart icon on the **top right** of every page. From the cart page you can **edit/remove** its contents whenever you like.

When you add a product to your cart, it **remains there for a certain amount of time so you can place your order**. If you don't place your order right away the products will remain into your cart but **will not be reserved**. You can place your order later but this will not secure the availability of the product(s) as it can go out of stock.

To complete a purchase of product, you must follow the below steps:

1. *Select the product you would like to purchase.*
2. *Add product to your shopping basket.*
3. *Select a payment method, from the provided payment procedures and proceed to payment.*
4. *Select the delivery and billing options.*
5. *Check your order before submission.*
6. *Submit your order.*
7. *After completing the above steps wait for order confirmation online.*

Upon completion of the submission of your order you must pay the 'Total Amount' indicated field of the purchase receipt, as only then we will dispatch the products ordered. Before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the section of 'Orders & Payment' of the Contact Us section.

Upon receipt of your order, an automated acknowledgment of your order will be displayed on the e-shop, which contains the order number and a description of your purchase. The purchase agreement has now been completed/signed. A copy of the automated order confirmation or any subsequent amendment of the order that you and we accept will be sent at your e-mail. You must print or download this copy for your records.

## 7. Payments

You can proceed to the payment of your order, using the following methods:

- **PayPal** When selecting this option at checkout, you will be directed to the PayPal site. Once this transaction is complete, you will then return to EKEINI.  
PayPal (Europe) S.à r.l. et Cie, S.C.A. is established in Luxemburg L-1150 and is regulated and licensed the Luxemburgish Commission de Surveillance du Secteur Financier pursuant to article 2 of the April 5, 1993 legislation for the financial sector, as amended. PayPal (Europe) S.à r.l. et Cie, S.C.A. is a subsidiary of PayPal Inc. based in California, USA.
- **Deposit to our Bank account**
  - Bank: ALPHA BANK
  - IBAN: GR0801401070107002320005344
  - BIC: CRBAGRAA
- **Pay on delivery (only for delivery within Greece, provided by Speedex)**

You may use, as payment method, one of the above mentioned paying choices: PayPal and Deposit to our account. Risk of non-authorized access is minimized as your PayPal card details will be encrypted. It is in your acknowledgement that once we receive your order, we will make a pre-authorization on your card to make sure that

your funds are sufficient, in order to complete the transaction. The charge in PayPal's method will be made when we confirm your order. When you click "Authorize Payment", you are confirming that the card is yours. If the entity does not authorize the payment, and we will not be able to formalize any Contract with you and we will not proceed to delivery of products. Please refer to PayPal's terms and conditions for further details.

Each delivery method may have some extra fees (such as bank fees, credit cards processing fees in foreign currency etc.)

## 8. Shipment estimated costs – Return procedure:

### 1. Greece:

Delivery is provided by Speedex Couriers.

**Shipment** is provided **free of charge** for you.

**Returns** are **paid by our Company**, so they remain **free for you**.

If the client chooses payment in cash to the courier upon receipt of the products: An additional amount of three euros (€ 3) is added to the Total Amount of the delivery.

Average time of delivery is expected 1-3 working days after the dispatch of the products from our warehouse.

#### *Return procedure:*

- i. Client may choose any Speedex store to handle the return to EKEINI IKE. All expenses are paid by our Company.
- ii. Returned products must be in good condition. For further details please refer to article

### 2. International deliveries:

Delivery is provided by DHL Couriers.

Average delivery cost is € 22, paid by the customer.

Average time of delivery is expected 3-5 working days after the dispatch of the products from our warehouse.

#### *Return procedure:*

- i. You send an e-mail at [info@ekeini.com](mailto:info@ekeini.com) informing us about your intention.
- ii. We reply to your e-mail sending you a DHL-voucher prefilled which must be printed, in order to return the product.
- iii. When we receive the products, if our terms and conditions are met, we credit your account or reimburse you the cost initially paid. However, shipment costs are not refunded, if the client is reimbursed in the payment method initially used to pay the purchase.

## General Return Terms

Upon cancellation, the respective products shall be returned as follows:

a) Returns at EKEINI P.C. store in Greece. In such case, you should fill out the Returns Form included in your order package and return the products via Courier with the fully completed ticket, you received with the delivery.

b) When returning the product(s) via courier you should send the product by following the instructions mentioned in the "RETURNS" section of this website. After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid not including the shipping cost, which are non-refundable.

The refund will be paid as soon as possible but we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase. You shall assume the cost and risk of returning the products to us, as indicated above. If you have any questions, you can contact us online or by email or by phone. Returns of defective products in the cases in which you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately on our contact form, providing the product details and the damage sustained, or by phone, where we will indicate what you need to do. You can return the product in person in our store EKEINI P.C. in Greece or via a courier who will deliver it to us.

You must return the product together with the ticket that you will receive with the product when it is delivered. The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming the that refund or replacement of the product is going ahead. The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase. All rights recognized in current legislation shall be, in any case, safeguarded.

## **9. Right of withdrawal:**

### **Legal**

If you are contracting as a consumer, you have the right to withdraw from the Contract within 14 calendar days, without giving any reason. The withdrawal period will expire after 14 calendar days from the day on which you or a third party other indicated by you other than the carrier acquires physical possession or control of the goods or in case of multiple goods in one order delivered separately, after 14 calendar days from the day on which you or a third party other indicated by you other than the carrier acquires physical possession or control of the last good.

To exercise the right of withdrawal, you have to file a 'Returns' form, informing the Company on your decision to withdraw from this Contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form as set out in Annex, if you wish so. To meet the withdrawal deadline, you must

send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

If you withdraw from this Contract, we shall reimburse to you all payments received from you, not including the delivery costs and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, without any fees for you.

We will proceed to the reimbursement only when we will have received the goods back. You shall send back or deliver the goods or hand them over to us in Greece (EKEINI P.C Skoufa 11-13, Athens, 106 73), without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if the period of 14 calendar days has not expired when you send back the goods.

#### **Contractual**

The costs of returning the product(s) is solely on you.

Delivery/return is free in Greece.

You may exercise your right of withdrawal in accordance with the provision of the above clause, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 14-day term as from the Delivery Confirmation.

Your right to withdraw the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No reimbursement will be made if the product has been used more than just opening it, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the product(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered. You will find a summary on exercising this withdrawal right when you receive the order.

#### **10. Force majeure**

EKEINI P.C. will not be liable for any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event. For the purposes of this document, Force Majeure Event means an event beyond the reasonable control of either Party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the either Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of either Party or subcontractor.

## 11. User's Permission

We 'll always treat your personal details with the utmost care and will never use them or send them to other companies for marketing purposes.