

## **A. Terms of Use**

The visitor and/or user of the pages and services of the website [www.tiresias.gr](http://www.tiresias.gr), [www.teiresias.gr](http://www.teiresias.gr), [business.tiresias.gr](http://business.tiresias.gr) and the user of the web application [tsek.teiresias.gr](http://tsek.teiresias.gr) of the société anonyme under the legal name BANK INFORMATION SYSTEMS S.A. and the distinctive title Tiresias S.A. (hereinafter referred to as the “Beneficiary”) should carefully read the following terms of use and services conditions prior to any visit or use of the above and the services provided by the Beneficiary. In the event of disagreement such person should not make use of them. Any visit and/or use thereof constitutes express acceptance of these Terms of Use. The following Terms of Use apply to the all content and in general to everything included on the website’s pages and on the web application. The Beneficiary holds the right, at any time and without prior notice, to modify the present Terms of Use solely by posting the respective amendments on its website and web application, while the visitors/users of the websites/users of the web application are required to check for any such modifications each time and if they continue to use the websites/ the web application, it shall be presumed that they have accepted such amendments.

### **A.1. Definitions**

#### **[www.teiresias.gr](http://www.teiresias.gr), [www.tiresias.gr](http://www.tiresias.gr), [business.tiresias.gr](http://business.tiresias.gr):**

These are the websites of the Beneficiary available on the World Wide Web. Access to specific pages or services available through the websites is possible only following authentication.

#### **Visitor**

The individual that visits the above websites without undergoing an authentication process.

#### **Website User**

The individual that, following authentication, uses the services provided through the websites.

#### **Authentication of website users:**

The use of certain services available through the websites is subject to the user’s strong authentication, based on data retrieved, following the user’s consent, from third-party entities, namely credit institutions, as identified from time to time on the Beneficiary’s authentication web portal. For the purpose of user identification, a two-factor authentication (2FA) procedure is used, based on the user’s e-banking credentials held with the above credit institutions.

#### **[tsek.teiresias.gr](http://tsek.teiresias.gr) or Web Application:**

Beneficiary’s web application for enterprises (TSEK Platform), through which access to the TSEK File and the ability to use other offered services are provided. Access thereto is possible only upon registration and provided that the [TERMS OF ACCESS TO THE TSEK PLATFORM \(TIRESIAS RISK CONTROL SYSTEM\)](#) are satisfied and complied with.

#### **Web Application User:**

A Web Application User is a natural person who registers for, holds and uses a password for the web application.

## **Password**

A string of characters consisting of letters, numbers and/or special characters assigned to a user of the web application in accordance with the TERMS OF ACCESS TO THE TSEK PLATFORM which enables such user to access the web application. It is forbidden to grant the right to use the passwords to any third party. Passwords are personal and shall not be disclosed to any third person.

## **A.2 Intellectual and Industrial Property Rights**

All content of the websites and the web application, including but not limited to texts, news, graphics, photos, layouts, illustrations, provided services and in general any type of file, constitutes the intellectual property of the Beneficiary and are protected by the national and international intellectual property legislation with the exception of the explicitly recognized rights of third parties. Thus, the reproduction, republish, copy, storage, sale, transmission, distribution, publication, execution, download, translation, modification or in any other way or by any means use of the website's content, either in part or in whole, for commercial or other purposes, without the Beneficiary's prior written consent, is strictly prohibited. Exceptionally, the individual storage or copy by the user/visitor of a part of the website's content on a personal computer (pc) strictly for personal and not public or commercial use is permitted, with the condition that its origin is indicated. This shall in no way imply the grant of any intellectual property rights. Any other products or services mentioned in the websites that constitute registered trademarks and intellectual property of third parties, fall within the responsibility of their third-party beneficiaries.

## **A.3 Obligations of the Visitor/ Website User/ Web Application User**

The use of pages and services of the websites, as well as the use of the web application must be made exclusively for lawful purposes and in a manner that does not restrict or prevent their use by third parties. Visitors/website users/ web application users shall comply with the rules and provisions of the Greek, European and International Law and the relevant legislation governing telecommunications and abstain from any illegal and abusive behaviour that could have an impact on other visitors/users thereof damage or malfunction of the websites and the web application and thereby to the Beneficiary. Should the Beneficiary be involved in any litigation or be called upon to pay any type of compensation to any third party, for reasons related to an infringement of a visitor's/website user's/web application user's obligations, the latter shall be obliged to indemnify the Beneficiary on these grounds.

Furthermore, the website user agrees and accepts that, following the authentication process, any use of such services shall be irrebuttably presumed to have been made by that user himself/herself. The web application user agrees and accepts that the use of his/her password and, consequently, access to and use of the web application shall be irrebuttably presumed to have been made by that user himself/herself, and, in the case of a legal entity user, by its legal representative.

## **A.4 Limitation of Liability of the Beneficiary**

The Beneficiary, without providing any guarantee and therefore holding no responsibility, undertakes to make the utmost effort to ensure that the information and the entire content of the websites and the web application is governed by the greatest accuracy, clarity, timeliness, completeness, correctness and availability. In no event, including that of negligence, shall the Beneficiary bear any liability for any damage, including, but not limited to, direct or indirect, compensatory or consequential damage incurred to the visitor/website user/web application user due to the website or the web application or their use. The content of the websites and the web application is provided exactly “as is” without any warranty of any kind, either expressed or implied all of which the Beneficiary explicitly rejects, even those regarding merchantability or suitability for a specific purpose. Moreover, the Beneficiary does not guarantee that the website or any other affiliated website or the servers, through which the websites are made available to the public, operate uninterruptedly and error-free or virus-free or without any other damaging components and bears no liability for any loss of data or other damage caused to the user/visitor or third parties owing to the use/copy/download or corruption or virus infection or other unauthorized third parties’ interventions in information that is provided through the website. The user/visitor is exclusively responsible for the access equipment he/she uses, as well as for protecting his/her systems from viruses and other malware.

#### **A.5 Links to other sites**

The Beneficiary bears no liability for the content, correctness, legality, completeness, timeliness, accuracy and services provided by other third-party websites to which the websites or web application may redirect through links, hyperlinks or advertising banners, neither does it guarantee their availability. If the visitor/website user/ web application user decides to visit or use, through the links of the Beneficiary, any of the third-party websites, he/she acknowledges and accepts that he/she does so at his/her own responsibility and risk. Any issues that may arise while visiting/using these websites fall exclusively and solely under the responsibility of the relevant websites where the visitors/users shall be addressed. Reference to other websites, which are subject to their respective terms of use, is made exclusively for the visitors’/users’ convenience and in any case such reference does not establish any form of commitment for the Beneficiary, neither is it a warranty, adoption, encouragement or endorsement of the content or quality of the services provided through such other websites.

#### **A.6 Newsletters**

##### **Newsletter of [www.tiresias.gr](http://www.tiresias.gr)**

The Newsletter service is provided only to visitors of the website that have subscribed to the Newsletter and have provided the Beneficiary with their email address in the appropriate field on the website (hereinafter, for the purposes of this clause, the “Recipients”).

The service includes sending informative e-mails for the purpose of providing news and information concerning the Beneficiary, its activities and other related matters, and does not constitute a means of soliciting business.

The Beneficiary keeps a record of the recipients’ email addresses exclusively for the purpose of sending the informative Newsletters. Such data are not disclosed to third parties.

The recipient of the Newsletter reserves the right at any time to request the removal for the the Newsletter recipients list. Each Newsletter includes an unsubscribe link. If a recipient chooses to unsubscribe from the recipients list, the email address shall be permanently deleted.

The Beneficiary reserves the right not to register a person in the recipients list or to remove a person therefrom, as well as the right to suspend or discontinue the sending of the Newsletters, at any time.

The Newsletters and their content constitute intellectual property of the Beneficiary and the provisions mentioned in A2 in these terms of use shall apply accordingly.

Information regarding the processing of the personal data of the recipients of the Newsletters is provided in the [Newsletter Service Privacy Policy](#).

#### **A.6. 2 Newsletter of business.tiresias.gr & SMS/ Viber messages to users of web application**

The Newsletter service is provided to those visitors to the website business.tiresias.gr who have subscribed to the Newsletter through the relevant process and have provided the Beneficiary with their email address in the appropriate field on the website, as well as to those users of the web application who have subscribed to the Newsletter upon their registration to the web platform.

The service includes the sending of informative / promotional e-mails for the purpose of informing recipients about new services of business.tiresias.gr, current promotional activities, various updates concerning the services provided through the web application, news regarding the Beneficiary, and/or news of a general financial and/or business nature, as well as other related matters.

The service of informational/promotional messages via SMS/Viber is provided to those users of the web application who have expressly given their relevant consent during registration and have provided the Beneficiary with their email address and mobile phone number in the appropriate field.

The service includes the sending of informational/promotional SMS/Viber messages to the web application user's declared mobile phone number, for the purpose of informing the user about new services provided through the web application, current promotional activities, various updates concerning web application services, and/or news of a general financial and/or business nature, as well as other related matters (e.g. surveys or other products and services offered by the Beneficiary).

The Beneficiary reserves the right not to register a person in the recipients list or to remove a person therefrom, as well as the right to suspend or discontinue the sending of the Newsletters and/or SMS/Viber messages at any time.

The Newsletters, the informational/promotional SMS/Viber messages and their content constitute the intellectual property of the Beneficiary, and the provisions set out under A2 of these Terms of Use shall apply accordingly.

Information regarding the processing of personal data in the context of the Newsletter service is provided in the Newsletter Service Personal Data Protection Policy, while information regarding the processing of the personal data of users of the web application in relation to informational/promotional SMS/Viber messages is provided in the **Personal Data Protection Policy of the TSEK Online Service**

#### **A.7 Indemnification**

In case any action, claim, whether administrative or judicial, is filed against the Beneficiary arising out of any breach whatsoever of the obligations of the visitor/ website user/ web application under these Terms of Use, the latter undertakes the responsibility on the one hand to intervene in the relevant legal procedure and on the other hand to indemnify the Beneficiary in the event that the latter is obliged to pay compensation or incur any other expenses.

#### **A.8 Applicable law and other terms**

The present Terms of Use are governed by the provisions of Greek Law, the Directives and Regulations of European Union Law and the relevant international provisions and are interpreted in accordance with the principles of good faith, commercial practice and the financial and social purpose of the right. If any provision is deemed contrary to the law and therefore void or voidable, such provision ipso jure ceases to be effective, without in any way affecting the validity of the remaining terms. Any dispute that may arise in connection with the use of the website or the use of the web application shall be subject to the exclusive jurisdiction of the Courts of Athens and Greek law shall apply.

#### **B. Personal Data Protection**

The management and protection of the personal data of visitor/ website user/web application user are governed by the terms described in the [Privacy policy for Visitors & Website Users](#) while the management and protection of the personal data of the web application user shall be governed by the General Data Protection Policy, and are performed according to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council and the applicable Greek law on the protection of natural persons with regard to the processing of personal data. In the case of “links” to other websites, the Beneficiary shall bear no liability for the personal data management and protection terms and practices followed by such websites. The Beneficiary uses cookies in order to ensure the efficient and secure operation of its websites, as well as for the optimization of browsing. The cookies used are described in detail in the <https://www.tiresias.gr/media/0xipfc4s/2024-03-13-politiki-cookies-gr.pdf> .