### A. TERMS OF USE OF THE APPLICATION Drop A Message

#### 1. GENERAL TERMS

- 1.1. The company under the name Athens Water Supply and Sewerage Company S.A. (hereafter "EYDAP S.A." or "EYDAP" or "Company"), which is based in Galatsi, Attica, on 156, Oropou street, 11146 and with TIN 094079101, in order to raise awareness among the public regarding the Hadrian Aqueduct, has created an open communication platform based on the idea of the flow of Hadrian's Aqueduct (hereafter the "Application").
- 1.2. The use of the Application is governed by the present Terms, which you are called to read attentively upon receipt, before unreservedly accepting them for the use of it. EYDAP prompts users, in the event that they do not agree with the present Terms of Use, to uninstall the Application from their device and do not use it in any way. EYDAP reserves the right to modify any of the present Terms, including the <a href="Privacy Policy">Privacy Policy</a>, without notice. Users ought to refer from time to time to the Terms of Use and the <a href="Privacy Policy">Privacy Policy</a> to be updated accordingly.
- 1.3. Through the Application, users are provided with historical information about Hadrian's Aqueduct, as well as with the option to communicate either privately by sending a message in a bottle via the Application to a person whose email they know or/and publicly by posting in a bottle to address the rest of the users of the Application. However, users are obliged to abide by the rules and terms set out by EYDAP within the framework of the proper operation and use of the Application and the purpose that this has been created for.
- 1.4. EYDAP, through its procedures, shall use its best endeavours to keep this information and the content of the Application as a whole updated and governed by precision, accuracy, clarity, adequacy and availability, but cannot guarantee the uninterrupted existence of those, as specified below.
- 1.5. EYDAP uses advanced security throughout the use of the Application. Users accept the Terms of Use of the Application by installing or using it, as well as the services provided through it.

# 2. OPERATION OF APPLICATION

- 2.1. The Application is compatible with devices running iOS and Android operating systems and is available via the official app stores, the Apple App Store and Google Play Store, respectively.
- 2.2. The Application is software and thus EYDAP does not guarantee that the operation of the Application or/and the servers will be uninterrupted or free from any errors or bugs and is not liable for any loss of data or other damage suffered by users or third parties due to either its downloading/use, either alteration or infection with viruses or other non-permitted interventions by third parties to files and information provided via the Application. EYDAP bears no responsibility whatsoever for any sort of damage incurred by the operation, use or abuse of the service and the content of the Application on behalf of the user or by the failure of access, the discontinuation of the whole or parts of the Application, the delay, failure, interruption or bad download quality of its services or loss of its content, or the existence of any sort of errors.
- 2.3. The Application is provided by EYDAP free of charge in Greek and English. In case of a difference between the Greek and English version, the Greek version outweighs the English one. Users are charged according to the pricing policy in place by each mobile telephony provider for the use of data and other mobile telephony services, for which EYDAP bears no responsibility whatsoever.

### 3. SPECIFIC TERMS FOR THE SERVICES PROVIDED BY THE APPLICATION

**3.1. Age limit:** You must be at least 15 years old to be able to use the services of the Application. In case that the parents of a minor, under age, realize that the Application is being used by the minor

without having the right to do so, they are requested to immediately uninstall the Application from the mobile device of the minor. Upon acceptance of the Terms, you declare that you meet the particular age limit or that you have the consent of a parent or legal guardian. In case that EYDAP realizes that the Services of the Application are being used by an underage individual without parental consent, it reserves the right to interrupt the provision of the Service and close the account of the user.

- **3.2. Account sign-in.** In order to create an account, you must sign in our services by using an email and a username of your choice. You agree to receive text messages (from us or third parties collaborating with us) in your email with verification codes to register in our services, as well as other support services, such as password recovery. The password that you set is not saved as such in the systems supporting the Application, but only its exported hash, for verification when you enter the Application. In case you forget your password, you can recover your password by following the steps of the procedure provided by the Application. EYDAP is not entitled and will never and not in any way ask for your password.
- **3.3. Software.** In order to receive security and operation notifications, you are giving your consent to download and install updates of the Application according to the settings that you have specified in your device.
- **3.4. Personal Data Management [Privacy-Security]:** Users ought to read the <u>Privacy Policy</u> of EYDAP in order to comprehend how we protect the information they provide before and throughout the use of our services. In order to use the Application, you give your consent to the practices that the Company has adopted, as described in detail in our Privacy Policy, as well as to the transfer of your information and metadata to the United States, where the encrypted storage of those is taking place in the facilities of the service provider (see in detail Privacy Policy). EYDAP will not in any event sell, lease or in any way exploit your personal data or the content of your communication in any way.

### 4. USER BEHAVIOUR - ACCEPTABLE USE

- 4.1. The users of the Application ought to comply with the rules and provisions set out by the related legislation and the present Terms of Use, to abstain from any illegal or abusive behaviour throughout its use and in relation to it, as well as from the adoption of practices of unfair competition and other illegal practices.
- 4.2. The users of the Application are responsible for any damage incurred upon the use of the Application due to its bad or illegal use.
- 4.3. EYDAP bears no responsibility whatsoever for any false or misleading statement.
- 4.4. The use of the Application must be realized for the pertinent operations and services, for personal [private] use and not for commercial or other non-lawful purposes.
- 4.5. Upon entry of the data by the users, they themselves are responsible for its accuracy and correctness.
- 4.6. Users accept that they are using the services of the Application in accordance with the Terms of Use and the Policy of the Company. EYDAP reserves the right to deactivate the account of a user if it is demonstrated that there is a breach of the Terms of Use or if there are suspicions or reports for illegal use of the account or the Application. In the event of deactivation of an account, the creation of another account will be feasible only in concert with EYDAP and following an assessment of the circumstances that caused the closing of the account.
- 4.7. The process of reporting a message is as follows: The recipient of a personal message might report it as abusive or offensive by pressing a button on the display screen of the message and therefore the

sender enters a control list and the Controller of the Application may check and delete the particular user. All public messages are filtered by administrators to avoid the publication of an abusive message.

- 4.8. Users agree that they are using the services of the Application only for legal and acceptable purposes and for the purpose that this has been created for. The users ought to abstain from behaviours that are infringing the rights of the rest of the users of the Application, including the privacy of their communication and of their personal data.
- 4.9. Users agree that the communication of the messages will be realized in accordance with the applicable legislation, respecting the rest of the users and the Application, pertaining to EYDAP. Behaviours that include abusive, intimidating, threatening, insulting or illegal content of any other form of illegal content that suggests the commitment or possible commitment of an unfair act [for instance, encouragement or support of violence through any kind of statement, encouragement for the commitment of an unfair act, racist statement] will be removed from the Application and EYDAP holds the right to deactivate the account of the malignant user and if deemed necessary proceed with the necessary legal proceedings. The notion of illegal or/and abusive behaviour includes the dispatch of illegal messages or spam communication, such as mass mailings, automated messaging.

#### 5. INTELLECTUAL PROPERTY AND TRADEMARKS

The entire content of the Application, the logo, the trademark, the elements, the visuals, the photographs, the texts and the code of the Application constitute intellectual and industrial property of EYDAP and it is prohibited to copy, partly or fully modify, publish, transmit, transfer, reproduce, distribute, present or use by third parties, connect, download or exploit in any other way, fully or partly, the content of the Application in any way or means for commercial or other purposes, without a prior written consent by EYDAP. It is explicitly stipulated that it is prohibited to proceed with the reverse engineering, dismantling or translation of the Application. EYDAP grants you a limited, non-exclusive, non-transferable, personal and free of charge license to download, access and use the Application under the terms and conditions described in the Terms of Use of the Application. The license is granted for the use of the Application on compatible devices that are owned or controlled by the users.

### **6. PERSONAL DATA PROTECTION**

EYDAP S.A., to which the present Application pertains, is committed towards the users, who are downloading and using it and entering their personal data, respecting their privacy and being particularly attentive of the proper compliance and operation of its security systems, aiming at the protection of your personal data. To see the Privacy Policy of EYDAP in detail, press here.

# 7. LIMITATION OF LIABILITY CLAUSE

7.1. EYDAP waives and eliminates any responsibility and guarantee regarding the code, defects, errors or inaccuracies of the Application. The Application may not be compatible with all versions of hardware or software or other applications, including any particular versions of your application or of the particular operating system. The operation of the Application may be affected by factors that are beyond the control of EYDAP, such as the means of transmission and communication between you and EYDAP or/and EYDAP and other networks. EYDAP may at any time modify or interrupt, temporarily or permanently, the entire or part of the Application, including the realization maintenance work or/and improvement or/and changes on the Application. EYDAP is not liable for any modification, suspension or interruption of the operation of the Application and its consequences. It is the responsibility of users to take care and precautions in relation to the proper use of their device, to avoid the infection of the Application with one or more viruses and in general any sort of malware. EYDAP is not liable for any damages that may arise due to fraudulent penetration by a third party that leads to modification or loss of information or of the materials available in the Application and in

general for any possible damages, direct or indirect, consequential, positive or loss of income, regardless of their cause, origin, nature or consequences.

#### 8. VALIDITY PERIOD OF THE TERMS OF USE

The Terms of Use and your rights accruing from it may be terminated at any time. Users may terminate the present Terms by deleting their account from the Application, uninstalling the Application from their device and by interrupting the use of our services. Users may request for their account to be deleted on the screen "My profile" by pressing the button to delete their account and, thus, are directed to send an email to the Controller of the Application. Your rights based on this license will be terminated automatically without notice by EYDAP if a user does not comply with any Term of Use or violates the law. In the event of a complaint by EYDAP, you must discontinue any use of the Application and uninstall it from your device. EYDAP may immediately recall your access to the Application.

#### 9. JURISDICTION

The present Terms and any dispute arising in relation to the Application are governed by the Greek law. Any dispute is settled by the competent courts of Athens.

## 10. MODIFICATION/UPDATE

The present Terms of Use may by updated from time to time. The date of the "Latest modification" related to the updated Terms is clearly noted at the end of the present Terms. The ongoing use of our Services confirms that you accept the updated Terms and replaces any previous Terms. In the event of disagreement with the content of the Terms of Use, you ought to abstain from the use of the Application. Any revocability or voidability of part of a provision of the present Terms shall not affect the enforceability of the rest of the provisions. If you have specific questions regarding the Terms of Use of the Application, you can contact us at <a href="mailto:dpo@eydap.gr">dpo@eydap.gr</a>

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