

TERMS OF USE

General

Welcome to our website (hereinafter “**the Website**”). The Website is provided by Midia Tours Group:

- Franz Dähler Midia Tours AG, Bahnhofstr. 81, CH-9240, Uzwil, Switzerland
- Midia Tours GmbH, Maximilianstrasse 20, 80539 Munich, Germany
- Midia Tours A.E., Filonos 30, 32100 Livadia, Greece

(hereinafter referred to jointly as “MidiaTours”, “Company”, “we”, “us” or “our”) and aims at providing information on our services to the visitors/users of the Website (hereinafter “Users”). By using this Website, you agree to the present Terms of Use, which are applicable to the whole content of the Website. In case you do not agree to the Terms of Use, you should not use this Website and its services.

We reserve the right to modify at any time these Terms of Use even without your notice. Thus, it is strongly recommended that you should visit frequently this page to keep being informed on any changes. In the event of any subsequent amendment of the Terms of Use, your use of the Website at a future date will be taken to imply your acceptance of the new terms.

Use of services

The Website’s content is provided for informational purposes and does not constitute a contract or agreement or promise or negotiation on behalf of MidiaTours nor creates any liability, obligation or responsibility, explicit or implied of MidiaTours. Therefore, if Users use the Website in order to express their interest for booking a service with one of our companies, PLEASE NOTE THAT USE OF THE BOOKING FUNCTIONALITY DOES NOT GUARANTEE ANY SERVICE OR/AND DOES NOT TRIGGER ANY LEGAL RESULTS.

Limitation of Liability

The content of the Website is “as is”, and MidiaTours does not provide any warranty, express or implied, as to the accuracy, completeness, correctness,

timeliness, commerciality, or suitability of this content for any use, application, or purpose. The information depicted herein is subject to variations, additions, deletions, substitutions and modifications without notifications as may be recommended by MidiaTours's consultants and/or requested by the relevant authorities and MidiaTours cannot be held liable for such variations. Under no circumstances, including negligence, is Midia Tours Group liable for any kind of loss or damage the User has suffered or may suffer from or in connection with the webpages, services, choices and content of the Website, which he/she uses on his/her own initiative and to the knowledge of these Terms. In addition, MidiaTours does not guarantee that the webpages, services, options, and contents will be provided without interruption or errors and that the errors will be corrected or that all the queries will be answered. Similarly, MidiaTours does not warrant that the Website or any other related website or servers through which the content is made available to the Users is provided without "viruses" or other harmful components. The cost of contingent corrections or services is borne by the User and by no means by the Company. By using or accessing the Website, the User agrees with the Disclaimer without any qualification or limitation.

By transmitting or uploading any content on the Website, the User grants MidiaTours a permanent, unlimited, irrevocable, free of charge, worldwide right to: use, reproduce, adapt, present, perform, modify, transmit, translate, distribute and create derivative works of this content. MidiaTours may use the information it collects and / or receives for the purpose of avoiding any illegal activity or activities which threaten its network or jeopardize the provision of the Website.

Intellectual Property Rights

The intellectual property rights on the content of the Website, including but not limited to, all documents, archive, images, graphics, trademarks (commercial services), the Website code and its general appearance, are intellectual property of MidiaTours and they are protected by the relevant provisions of the European and applicable national Law. The reproduction of the Website for commercial purposes, non-personal use, conversion, copying, rental, lending, transmission, and broadcasting without license is prohibited. Products or services bearing third-party trademarks, which are mentioned on the Website, are intellectual property of these third parties and therefore third parties bear their own responsibility. The content of the Website is available to Users for personal use. For any further clarification please contact info@midiatours.com.

Third-party Websites and Content

The Website provides access to third-party websites through appropriate hyperlinks (links). These links are intended solely for the convenience of the Users, and the websites to which they refer are subject to their respective terms of use. The display of the links is not a sign of approval or acceptance of the content of the respective websites by MidiaTours, which does not bear any responsibility for their content as well as for the privacy practices or the accuracy of the website material. The User bears full responsibility for browsing any third-party websites through the links provided on the Website.

Prohibited Conduct

Users shall not, directly or indirectly, perform any of the following actions:

- a. Transmit, install, upload or otherwise transfer any content, software, malware, advertisement, communication, or other item in the Website, which in any way impairs their use, or adversely affects MidiaTours computers, servers or databases.
- b. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Website.
- c. Remove or modify any copyright, trademark, legal notices, or other proprietary notices from the content available on the Website.

Advertisements

The Website may contain advertisements of MidiaTours, or third-party companies, as well as display other material with promotional content and purpose. In the case of third-party advertisements, MidiaTours does not have any control over the content of these ads and therefore does not bear responsibility towards users for the content of such advertisements with respect to any illegal acts or omissions, inaccuracies, or inability to comply with the laws and regulations of any country or the European Union related to the content of these ads. This responsibility lies solely with advertisers, sponsors and / or creators of the displayed promotional material.

Applicable Law and Other Terms

The Terms and Conditions of the Website, as well as any modification or change thereof, is governed by German law, European law, and the relevant

international treaties. Any provision of the Terms found to be inconsistent with the above legal framework or rendered inoperative shall automatically cease to be effective and be removed from the Terms without undermining the validity of the other Terms. The Terms constitute the overall agreement between MidiaTours and the User of the webpages and services and shall only be binding on them. No modification of the Terms will be considered and will form part of this agreement, unless it is in written form, and it has been incorporated into the present agreement. German law applies. The place of jurisdiction is Munich. The application of the Uniform Law on the International Sale of Goods dated 17. 7. 1973 and the UN Convention on the International Sale of Goods dated 11. 4. 1980 is excluded.

Communication

Should you wish to contact Us, please send your email at info@midiatours.gr.