PETASOS VILLAS & SECRET NEST

Terms And Conditions

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I. INTRODUCTION

“Petasos villas”, “Secret Nest apartments”, “Petasos Villas & Secret Nest apartments”, “we” , “us” or “our” refer to the website petasos-villas.gr that are sole proprietorship of the NIKOLAOS PAPADAKIS enterprise with VAT number **039492632** and address on ΣΕΛΛΙΑ - 74060, Rethimno.

By “website” is intended the petasos-villas.gr website including navigation, utilization, use of tools, algorithms, database, services and any other software for all users visitors.

PLEASE READ CAREFULLY THESE TERMS OF SERVICE (“Terms”) BEFORE ACCEPT THEM. By accessing or using the Petasos Villas & Secret Nest apartments website you agree to comply with and be bound by these Terms.

Thank you for using petasos-villas.gr!

These Terms constitute a legally binding agreement between you and NIKOLAOS PAPADAKIS governing your access to and use of Petasos Villas, Secret Nest apartments and website.

Petasos Villas & Secret Nest apartments reserves the right to modify these Terms at any time in accordance with this provision. The change of the Terms will have effect to the new bookings that will be made through Petasos Villas website. For the bookings already made will be still valid the Terms in effect at the moment of the booking.
If you disagree with the revised Terms, you may stop using the Petasos Villas website. Your continued access to or use of the Petasos Villas website will constitute acceptance of the revised Terms.

Note: Section XII "Dispute Resolution and Arbitration Agreement" of these Terms contains an exclusive arbitration clause and waiver of recourse to the ordinary courts for all claims against us and affects the manner in which disputes are settled with us. By accepting these Terms, you agree to be bound by this exclusive arbitration clause and to waive recourse to the ordinary courts. Please read it carefully. You can access EODID's online dispute resolution platform here: www.eodid.org. Please note that Petasos Villas & Secret Nest apartments is not bound or required to use an alternative dispute resolution body to resolve disputes with consumers.

II. VILLAS AND SCOPE

Petasos Villas website it is an online promotion website and provides method for making reservation for short term vacation rental on the Petasos Villas and Secret Nest apartments.

Petasos Villas’s objectives are the following:

- Provide visitors of the website a way to book their vacation in the Petasos Villas & Secret Nest apartments by choosing the desired dates and the desired villa.
- Be transparent in pricing, location and availability of the villas having no other hidden charges to come, except the charges described in detail in the page of the booking confirmation.
- Expose a most possible detailed image of the villa's complex, amenities, internal and external spaces, using photos and verbal description.
- Safeguard the security, the good health and the reliability of the Petasos Villas & Secret Nest apartments website and Petasos Villas & Secret Nest apartments's brand and business entity ensuring among other things the reliability and the quality of the promoted services and the customer satisfaction.

III. PERSONAL DATA

You can be informed about the privacy policy in the privacy policy document.

IV. PAYMENTS

The payment to Petasos Villas & Secret Nest apartments for the reserved booking is happening in more partial payments following the following general rules:

- Petasos Villas & Secret Nest apartments requires one or more prepayments prior to the check-in date. That prepayment amounts are based on the time distance between the booking request moment and the actual check-in date.
- The prepayment amount and payment rules will be sent to you as a guest by email at the moment of the booking request.

V. CHANGE OR CANCEL A RESERVATION

1. Change a reservation

Change by the Guest: The dates and the duration of a reservation can be changed, in accordance with Petasos Villas & Secret Nest apartments administration and availability of the house. In the moment you request a change you should ensure the new dates are available on the calendar exposed in the petasos-villas.gr website.

Change by Petasos Villas & Secret Nest apartments: Petasos Villas & Secret Nest apartments usually never changes the dates of a confirmed reservation. If this must happen for reasons of "force majeure" as for example an accommodation becomes impossible to stay for unexpected conditions, Petasos Villas & Secret Nest apartments will communicate with you and will find alternative equal or better accommodation for your stay in accordance to your needs.
If you cannot accept for any reason any alternative dates or accommodation suggested by Petasos Villas & Secret Nest apartments, then Petasos Villas & Secret Nest apartments will

provide to you a full refund and you accept that you cannot claim any further amount, other than the amount paid by you during the reservation process.

2. Cancel a reservation

Cancellation by the Guest: Cancellation policy will be communicated to you when you request a booking and prior to any payment made by you. You agree that you read and accept the cancellation policy in the moment that you confirm your booking by making the prepayment requested.

Cancellation by Petasos Villas & Secret Nest apartments: Petasos Villas & Secret Nest apartments usually never cancels a confirmed reservation. If this must happen for reasons of "force majeure" as for example an accommodation becomes impossible to stay for an unexpected problem, Petasos Villas & Secret Nest apartments will communicate with you and will find alternative equal or better accommodation for your stay in accordance to your needs. If you cannot accept for any reason any alternative dates or accommodation suggested by Petasos Villas & Secret Nest apartments, then Petasos Villas & Secret Nest apartments will provide a full refund to you and you accept that you cannot claim any further amount, other than the amount paid by you during the reservation process.

VI. NOT ALLOWED ACTIONS OR ACTIVITIES

Visitors agreeing that are solely responsible for compliance with any and all rules or regulations that may apply to your use of the Petasos Villas, Secret Nest apartments and website. In connection with your use you will not and will not assist or enable others to:

- Book any accommodation if you will not actually be the Guest yourself;
- Use any robots, spider, AI, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the petasos-villas.gr website for any purpose;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Petasos Villas & Secret Nest apartments or any other providers or any other third party to protect the petasos-villas.gr website;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the petasos-villas.gr website;
- Take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the petasos-villas.gr website and villas.

VII. OTHER GUESTS COMMITMENTS

Before book any accommodation, you agree to accept the requirements and the rules set by Petasos Villas & Secret Nest apartments and the related accommodation. Those requirements are visible during the booking process in the accommodation details. In the final page of the

booking process and before the payment is made, it is available the total amount of the payment with clear indication about the parts that is composed.

Upon receipt of a booking confirmation from Petasos Villas & Secret Nest apartments, a legally binding agreement is formed between us, including the applicable cancellation policy and any rules and restrictions specified in the Listing and in this terms. Petasos Villas & Secret Nest apartments will collect the payment amount at the time of the booking request or during the time between the booking request and you stay, or in part in both circumstances.

If you are performing a reservation for a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only be part of a booking if accompanied by an adult who is responsible for them.

You understand that a confirmed booking of an accommodation is a limited license granted to you by the Petasos Villas & Secret Nest apartments to enter, occupy and use the accommodation for the duration of your stay.

You agree to leave the Accommodation no later than the checkout time specified in the listing details. After the agreed time for the checkout you no longer have a license to stay in the accommodation.

By booking an accommodation you agree that you have read the accommodation's content including eventual house rules or cancellation policy, viewed the accommodation's photos and that additional verification processes may be required to complete.

Additional rules related to the use of the house may be present inside the property, including for example the way on how to use certain facilities of the house (swimming pool, hot water etc..).

VIII. LIABILITY

Petasos Villas & Secret Nest apartments are covered by liability insurance. Any additional liability of Petasos Villas & Secret Nest apartments is excluded.
The disclaimer provided herein is valid to the maximum extent permitted by law.

IX. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to release, defend (at Petasos Villas & Secret Nest apartments's option), indemnify, and hold Petasos Villas & Secret Nest apartments and its affiliates and subsidiaries, including but not limited to, Petasos Villas & Secret Nest apartments directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with

- your breach of these Terms
- your improper use of the petasos-villas.gr website or any Petasos Villas & Secret Nest apartments services
- your interaction with any Guest stay at an Accommodation including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use
- your breach of any laws, regulations or third party rights. The indemnification obligation according to this section only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

X. COPYRIGHT

The petasos-villas.gr Website content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Greece and other countries. You acknowledge and agree that the petasos-villas.gr Website and content, including all associated intellectual property rights, are the exclusive property of Petasos Villas & Secret Nest apartments and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the petasos-villas.gr Website content. All trademarks, service marks, logos, trade names, and any other source identifiers of Petasos Villas & Secret Nest apartments used on or in connection with the petasos-villas.gr Website and content are trademarks or registered trademarks of Petasos Villas & Secret Nest apartments Greece. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the petasos-villas.gr Website and content are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Petasos Villas & Secret Nest apartments brand or website content, except to the extent you are the legal owner of certain Member content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Petasos Villas & Secret Nest apartments or its licensors, except for the licenses and rights expressly granted in these Terms.

If you believe that any content on the petasos-villas.gr Website infringes copyrights you own, please notify us in our email contact address providing the following information: 1. Identify the copyrighted work (or a list if many) that you claim has been infringed. 2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the website where such material may be found. 3. Provide your mailing address, telephone number, and, if available, email address. 4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)." and "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.". Provide your full legal name and your electronic or physical signature. Send to our contact email : info@petasos-villas.gr.

XI. CONTRACT TERMINATION

This Agreement shall be effective until your check-out day of your stay in Petasos Villas & Secret Nest apartments.

Petasos Villas & Secret Nest apartments may without notice terminate this Agreement and cancel all bookings or stop providing access to the petasos-villas.gr Website and Villas if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) if terminating the Agreement is necessary to protect the personal safety or property of Petasos Villas & Secret Nest apartments, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

For the following reasons:

- To comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body
- You have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights
- You have provided inaccurate, fraudulent, outdated or incomplete information during the Petasos Villas & Secret Nest apartments booking process or thereafter
- you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason
- to protect the personal safety or property of Petasos Villas & Secret Nest apartments, its Members, or third parties, or to prevent fraud or other illegal activity:

Petasos Villas & Secret Nest apartments may take any of the following measures:

- cancel any pending or confirmed bookings;
- limit your access to or use of the Petasos Villas & Secret Nest apartments;

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Petasos Villas & Secret Nest apartments and an opportunity to resolve the issue to Petasos Villas & Secret Nest apartments 's reasonable satisfaction.

If Petasos Villas & Secret Nest apartments takes any of the measures described above you may appeal such a decision by contacting our customer service.

XII. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

This Dispute Resolution and Arbitration Agreement shall apply if you bring any claim against Petasos Villas & Secret Nest apartments.

1. Overview of Dispute Resolution Process

Petasos Villas & Secret Nest apartments is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals who bring any claim against Petasos Villas & Secret Nest apartments which:

1. an informal negotiation directly with Petasos Villas & Secret Nest apartments's customer service team, and
2. a binding arbitration administered by the EODID:

The contracting parties agree to submit any dispute, controversy or claim arising out of or in connection with this contract to mediation under the Mediation Rules of the EODID Athens Mediation & Arbitration Organization ("EODID"). The mediation shall be conducted in Greek language. If the dispute or controversy or claim or any part thereof is not resolved within 30 days of commencement of the mediation process, the dispute, controversy or claim or its unresolved part shall be submitted to the EODID Arbitration Rules and to one arbitrator, appointed pursuant to the rules hereof. The place of arbitration shall be Greece, the arbitration shall be conducted in Greek language and the law applicable to the resolution of the dispute shall be the "consumer disputes – consumer protection".

This Mediation & Arbitration clause shall remain in full force and effect following any rescission or termination of this Contract on any grounds whatsoever, until all disputes, controversies or claims, as defined hereinabove, have been finally settled.

In the event that this Contract is vitiated, rescinded or terminated on any grounds whatsoever, the validity and enforceability of this Mediation & Arbitration clause shall not be affected, and this clause shall be independent of and severable from the remaining clauses hereof.

2. Pre-Arbitration Dispute Resolution and Notification

Prior to initiating an arbitration, you and Petasos Villas & Secret Nest apartments each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Petasos Villas & Secret Nest apartments's customer service team by emailing us in the address info@petasos-villas.gr. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, the written demand for arbitration is provided to the other party, as specified in the EODID Arbitration Rules.

3. Agreement to Arbitrate

You and Petasos Villas & Secret Nest apartments mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the petasos-villas.gr Website

and Accommodations, the Services or the payment service will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Petasos Villas & Secret Nest apartments agree that the arbitrator will decide that issue.

4. Exceptions to Arbitration Agreement

You and Petasos Villas & Secret Nest apartments each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

5. Arbitration Rules and Governing Law

This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by EODID in accordance with the consumer disputes – consumer protection rules and/or other EODID arbitration rules determined to be applicable by the EODID (the "EODID Rules") then in effect, except as modified here. The EODID Rules are available at www.eodid.org or by calling the EODID at (+30) 210 3678800.

***Jury Trial Waiver*. You and Petasos Villas & Secret Nest apartments acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitral Disputes.**

6. Arbitrator's Decision

The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction.

7. No Class Actions or Representative Proceedings

You and Petasos Villas & Secret Nest apartments acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and Petasos Villas & Secret Nest apartments both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action"

waiver or the "representative proceeding" waiver in this paragraph is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Petasos Villas & Secret Nest apartments agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

8. Severability

Except as provided in Section 7, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

9. Changes

If Petasos Villas & Secret Nest apartments changes this Section ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Petasos Villas & Secret Nest apartments's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Petasos Villas & Secret Nest apartments (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Petasos Villas & Secret Nest apartments.

10. Survival

Except as provided in Section 8, this Section XII will survive any termination of these Terms and will continue to apply even after your stay in the Petasos Villas & Secret Nest apartments.

XIII. FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the petasos-villas.gr Website ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the petasos-villas.gr Website, or by other means of communication. Any Feedback you submit to us may be used by us for any business purpose and will be considered non-confidential and non-proprietary to you.

XIV. APPLICABLE LAW AND JURISDICTION

These Terms are governed by and construed in accordance with Greek law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Greek law. As a consumer, you may bring any judicial proceedings

relating to these Terms before the competent court of your place of residence or the competent court of Petasos Villas & Secret Nest apartments 's place of business in Greece. If Petasos Villas & Secret Nest apartments wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Greek courts.

XV. GENERAL

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Petasos Villas & Secret Nest apartments and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Petasos Villas & Secret Nest apartments and you in relation to the access to and use of the petasos-villas.gr Website and Accommodations.

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Petasos Villas & Secret Nest apartments's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Petasos Villas & Secret Nest apartments 's prior written consent. Petasos Villas & Secret Nest apartments may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

Unless specified otherwise, any notices or other communications to Guests permitted or required under this Agreement, will be provided electronically and given by Petasos Villas & Secret Nest apartments via email, petasos-villas.gr Website notification, or messaging service (SMS).

If you have any questions about these Terms please email us to info@petasos-villas.gr.