

TERMS OF USE

COMPANY's General Information

The website **www.nickmusic.gr** is an online store, selling products through the Internet, created by the COMPANY "G.P. Cineapolis (Cyprus) LTD", located in Cyprus, at 65 Prodromou Avenue, (here in after referred to as "COMPANY"), INT.VAT CY10160509W, Tel. +357/22/660102, under the terms and conditions set out in this statement. The following terms and conditions will apply to the use of the e-shop under the trademark **nickmusic.gr**, which is available at www.nickmusic.gr.

Using this website you accept and consent to the present Privacy Statement as well as to the site 's terms and conditions of use communicated through it.

Any user who enters and uses the e-shop services (here after referred to briefly as a "visitor" and/or "user" or "customer" depending on whether he is limited to visiting the online store only or, also making an order), unreservedly endorses the terms outlined here without any exception.

If any user does not agree with these terms, then he must abstain from visiting and using any transaction or services available through the online shop www.nickmusic.gr.

The customer declares that he expressly and unconditionally accepts the above terms of cooperation and agrees to purchase any products according to them.

The user also states that he guarantees to use the **www.nickmusic.gr** website in accordance with these terms, the applicable rules and provisions of national, community and international law and morality. The user is liable for repairing any damage that may be caused to the COMPANY or any third party, by illicit and/or improper use of the services or pages or of any part of this e-shop, as well as by the introduction, publication and transmission through it of any information , text, software or file. In case that the user does not agree or understands the present terms of use, in whole or in part, must not visit and not use this website.

General Terms of Use

The COMPANY reserves the right, to unilaterally modify product prices freely, unilaterally modify and change or review the terms and conditions of its online store transactions when deemed necessary by the COMPANY, at any time and without prior notice to users. Also, undertakes the obligation to inform users of any change of the above, only through the pages of this e-shop. As the **nickmusic.gr** website will regularly expand and improve its services, it will automatically update and upgrade the present Terms of Use policy. We encourage you to read about this procedure quite often in order to be informed of any changes to the content of this policy and to the protection of your personal data. This policy will be modified from time to time without warning to users. The contracts through the e-shop are drafted in Greek and English. The COMPANY is committed as for the quality, the truth and the completeness - validity of the information provided on **www.nickmusic.gr**, both in terms of the COMPANY 's identity and of the transactions provided through the online store. The COMPANY controls but is not responsible for any revaluation of its products by third parties, publishers, suppliers, etc.

The COMPANY, in terms of good faith, is not responsible or liable for any technical or typographical errors that have been inadvertently or erroneously made or are due to force majeure when registering the electronic data in the online store, and is entitled to immediately proceed with the correction of them whenever perceives their existence.

The COMPANY reserves the right, at any time and without notice, to change, interrupt, alter, suspend, the services and information provided at www.nickmusic.gr.

Limitation of Liability

The COMPANY in the context of its transactions through the website www.nickmusic.gr, is not liable and has no obligation to compensate customers/users for any damages that may arise from the execution or not, of the orders or the delay of execution, for any reason. The online store under the trademark **nickmusic.gr**, can provide no warranty for the availability of the products displayed in the online store, but undertakes to inform customers in time about unavailability, so in this case also it has no further responsibility. The COMPANY invites companies, publishers and suppliers to monitor their product data as mentioned on this website and to promptly inform the COMPANY, in accordance with the provisions of L.2557/97, of any change in the edition or changes in the prices of their products. The online store provides the content (such as information, names, pictures, illustrations), products and services available through the site "as exactly they are".

In no case shall the COMPANY and the **www.nickmusic.gr** online shop be liable for any legal or civil or criminal claims or any damage (positive, special or incidental, which, indicatively and not restrictively, alternatively and/or cumulatively consists in profit or data loss, lost profits, monetary satisfaction, etc.) that may be caused to the user/customer as a visitor of the e-shop or as a third party, due to reason relative to the operation or not and/or the use of the website or/and services provision inability and/or products and/or information made available by him and/or by any unauthorized third party interventions in products and/or services and/or information made available through him/her.

Intellectual property rights

The website **www.nickmusic.gr** is the official online store of the COMPANY, and all its contents, including distinctive titles, trademarks, images, graphics, designs, texts, etc., constitute the intellectual property of the COMPANY or intellectual property of third parties for which the COMPANY has been given use authorization for its own exclusive needs and for the site's operation.

Also, all names, website creation, logos and distinctive features listed on **www.nickmusic.gr** are assets of the COMPANY or of third parties respectively and are protected by copyright and trademark laws, other proprietary rights, of the relevant provisions of Greek and European law, international laws and conventions. Other product logos presented in the online store constitute intellectual property of the respective companies and are governed by the copyright laws. The use of all the above as well as their appearance on the COMPANY's website should in no way be perceived by third parties as a license transfer or license assignment or right of use.

The COMPANY prohibits any copying, analogue/digital recording and mechanical reproduction, distribution, modification of the website, transportation, processing, resale, creation of derivative work, public display in any electronic and printed media as well as the presentation of data and contents of this e-shop. The COMPANY prohibits other ways of using the site and its data for any public or commercial purpose or for misleading the public about the actual owner of the site's content. The dissemination, re-publishing, uploading, transmission, announcement, or any other use of the content in any manner or means, for commercial or other purposes, is permitted only with the prior written consent of the COMPANY or the third parties respectively, as it concerns the copyrights. Finally, the books and the other products for sale constitute the intellectual property of the COMPANY, publishers, legal and/or natural persons referred to as copyright holders.

User/Visitor/Customer Responsibility

The user/visitor/client of the website **www.nickmusic.gr** accepts and undertakes to use the services, information and data of this site, as the law provides, and based on the rules of good faith and trading practices. He is obliged not to use the COMPANY's website under the trademark **nickmusic.gr** for:

1. sending, posting, sending by e-mail or transmitting through other means any content that is illegal for any reason, causes unlawful insult and damage to the COMPANY or any third party, either affects the confidentiality or privacy of any person's information,
2. sending, publishing, sending by e-mail or transmitting through other means any content that insults the moral, social, apprehensional, etc. rights of users,
3. sending, publishing, sending by e-mail or transmitting through other means any content for which users have no right of transmission according to the law or applicable contracts (such as inside information, proprietary and confidential information acquired or disclosed as part of industrial relations or fortified by confidentiality agreements),
4. sending, publishing, sending by e-mail or transmitting through other means any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of third parties,
5. sending, publishing, sending by e-mail or transmitting through other means any content containing software viruses or any other code, files or programs designed to interrupt, cause damage, destroy or operate the equipment of any computer software or hardware,
6. deliberate or unintentional violation of applicable laws or regulations,
7. harassment of third parties in any way,
8. collecting or storing other users personal data.

Links to www.nickmusic.gr

The website **www.nickmusic.gr** may contain "links", "hyperlinks", and advertisements (banner ads) through which the user is directed to third-party sites, providers, businesses, suppliers, etc. The COMPANY provides these links on its website only as a convenience to the visitor/user/client of the website and their use is not mandatory.

These associated websites are not under the control of the COMPANY and in no way it is implied that the COMPANY approves or accepts the content of these websites. The COMPANY does not bear any responsibility for the contents, changes, updates, privacy policy, quality, security, legality and accuracy of information or services through other e-mail addresses as well as for the inclusion of any link included on such a related website. The COMPANY does not bear any responsibility for any damage that may be caused by using and transiting to the above mentioned links as well as their additional links, and the sole responsibility burdens the visitor/user/customer and the people operating or exploiting these respective websites.

Security – Transaction insurance

The COMPANY, recognizing the importance of personal data security issue and electronic transactions' insurance through **www.nickmusic.gr**, has adopted all necessary measures and procedures that protect personal data with the most up-to-date and advanced methods, so as to ensure maximum security. They also help to verify that these data are accurate and correctly used. However, the COMPANY does not guarantee in any way that the contents, web pages, technical facilities and capabilities of its website will be provided without interruption and without any problems, nor that the website or the responsible provider who manages the servers, through which he is connected with the visitor's/client's/user's computer, will be provided without loss-making applications that have been installed unknowingly.

Personal Data Security – Transaction Privacy Statement

The present Personal Data Security and Transaction Privacy Statement describes the method these data are collected by the COMPANY, the terms and conditions of their use, that you provide during your visit, registration, or entry to www.nickmusic.gr, under any access status (visitor, user, client) and as described below in this statement.

THE COMPANY created the website www.nickmusic.gr, with the sole purpose of providing immediate service to its users. The site is simple and user-friendly while it is designed to meet the needs of the user. In order to achieve your best service, it is important to understand that you need to provide us with specific information (e.g. information regarding order processing), which are preserved by us.

User data (name, occupation, e-mail address, home address, etc.) and their transactions at the online store are treated as confidential, as is the case with regular transactions at a merchant shop. Users, when providing their data in their transactions, declare, by accepting this statement, that they consent to and accept the forthcoming processing of such data (personal data) for the needs of a smooth and easy exchange between the parties, as well as the transmission of these data to recipients who will be specifically identified and are the employees and acquirers of the COMPANY in the context of the execution of the drawn up contract.

The existence of the right of access and of the right to object in accordance with articles 12 and 13 of Law L.2472/1997 is also hereby notified. It is ensured that only authorized employees have access to transaction information and only when it is necessary (e.g. for orders processing).

For the rest, the COMPANY undertakes not to disclose the data of visitors, customers, users and their transactions and to distribute absolutely no information concerning them to any other organization /company or third party not associated with it, unless it has written authorization by them, or this is required by a court decision or a decision of another public authority. The personal data declared at the online store, are exclusively used by the store itself for the purpose of supporting, promoting and executing the transaction relationship. All documents and electronic data exchanged between the parties in the context of the sale will be held by the COMPANY. The customer can access them if he so desires.

User Registration and Login to the website

Anyone can visit and use the online store of the COMPANY without particularly giving his or her personal data unless he wishes to: a) register in our website, b) contact us by e-mail at info@nickmusic.gr, (c) order a product(s) as a registered user.

When registering on the site, the user has the obligation to fully register his/her real personal data. To enter the company's online store as a registered user, he/she must create his/her own account, setting out, among others, two codes: the entrance code (Username) and the security personal code (Password). For safety reasons, we strongly recommend that you change your personal Password at regular intervals and avoid using the same codes. However, you must be aware that by using our services, you are fully responsible for the security of your personal account information. In case of their loss or leakage you must notify us immediately. The COMPANY is not responsible for the malicious use of such data by an unauthorized or third person, or for any leakage of such data after malicious attack on the online store or the hosting provider (server).

The COMPANY reserves the right to delete a user's account in the case of noting that: (a) the data he has stated are untrue, (b) he uses his account abusively, (c) has never made a transaction, (d) seeks to alter the nature of the online store, e) has not been logged in to his/her account in the last 12 months.

In detail during user's registration:

The **www.nickmusic.gr** website collects data in the following cases:

- Data provided by the user during his/her registration as a customer and data he/she provides when connecting through another platform (Facebook, Android, IOS, Google, e.t.c applications).
- Data provided by the user when completing the order form on our website, such as name, address, area's ZIP code, email address, telephone number, credit card information, order payment method, etc. Also, more specific information may be additionally requested, such as billing, shipping and delivery information of an order, or further details and information on products of any interest.
- Website **www.nickmusic.gr** is entitled to make use of these information provided by the user so as to contact him/her for additional information about the delivery of the order in his/her premises, for confirmation and identification in all necessary cases, for new products offered by **nickmusic.gr** or for special offers. The COMPANY'S online store does not in any way disclose, publish or transfer to third parties your personal data and information you trust us as a registered user. These data are used exclusively for the execution of your transactions, are classified, encrypted, and securely kept.

Orders - Payment Methods

Orders

Our products can be ordered and purchased through the following ways:

- a) Through our website *
- b) From branches that cooperate with the COMPANY
- c) Through E-mail at info@nickmusic.gr
- d) By phone at 00306986096100

Payment methods

- a) Via PayPal *
- b) By cash on delivery
- c) Through Credit - Debit Cards
- c) By bank wire transfer to a COMPANY'S account *
- d) Viva Payments
- e) By cash in branches that cooperate with the COMPANY

* In the case of payment via Bank Wire Transfer to an account of the COMPANY, it is necessary to send the certificate of transaction from the customer's bank to info@nickmusic.gr.

* The COMPANY is not responsible for any additional charges that may arise between the customer and the bank dealing with, or between the customer and the bank the COMPANY deals with, when purchasing and paying for physical or electronic products and services through Credit - Debit Card, Bank wire Transfer, PayPal, or any other form of payment for the transactions described in this statement and concerns the COMPANY's online store.

Order Cancellation

The customer reserves the right to cancel the order until the time of receipt by the courier service for its delivery. The cancellation request can be made either by telephone (00306986096100) during the opening hours of the stores, or by sending the request via e-mail at info@nickmusic.gr, listing your order number and cancellation number. If the order has been executed and shipped, **it cannot be canceled**.

Returns of Products or Money

The customer reserves the right to return the products he has purchased from the online store **only if the product is defective or damaged** within three (3) days from the date of receipt. For returns, you must immediately contact the online store, through email or by phone at 00306986096100.

The return of the product to be replaced should be conducted with all the documents accompanying the product (e.g., Receipt, Invoice, etc.) and its full packaging.

If the case is about a defect found later than delivery and packaging does not exist, it is not necessary to package the product. The return of the products will take place either by courier, or at one of the stores that constitute partners of the COMPANY.

In cases of return by courier, the customer is charged with the expenses of shipment to the COMPANY. There is no return of the customer's shipping costs to the COMPANY if the customer has chosen a delivery method different from the courier service that the COMPANY cooperates with.

Upon return of the products, the defective products reported by the customer are checked and then the COMPANY communicates to inform him about the results of the inspection. If a defect is found, the product is replaced directly by the COMPANY with a **similar new one** and **in no case a refund is given**. The COMPANY in this one and only case is obliged to bear all the shipping costs to the customer.

Defective products returned after the specified time limit will not be accepted.

It is also clarified that:

1) The COMPANY **never makes a refund**, whether it concerns products in their natural form (e.g. books) or products in digital electronic form (e.g. PDF, E-books, Video or Audio files, etc.).

2) In case of purchase and delivery of digital products via Internet (electronic form such as PDF, E-books, Video or Audio files, etc.), **the COMPANY does not accept in any case the cancellation of the order of the above electronic products, nor the refund after the execution and completion of their shipment**.

3) The COMPANY is fully committed to the **direct refund to the customer, exclusively and only**, for any payments on his part regarding unavailable or sold out products. The return of money to the customer will be conducted by the same means as the original payment. In particular:

A) In the case of debit card payment, the COMPANY will be obliged to inform the issuing Bank about the cancellation of the transaction and the bank will then proceed to any operation provided according to the contract it has drawn up with the customer without any liability of the COMPANY anymore . The COMPANY after this reference shall not be liable for the time and manner of execution of the settlement set forth in this contract.

B) In the case of payment by **bank wire transfer**, a bank wire transfer will be made in reverse from the COMPANY'S accounts to the client. The same will apply to **PayPal payment** case. Any costs incurred (and only in the case of a refund as described in this declaration) shall be borne by the company.

Time of Order Shipment and Products Delivery

When the order is placed, the customer is informed by e-mail to confirm the order. If the products are available the delivery time is 2 to 3 working days. The delivery time of an order may vary depending on the kind of shipment and receipt chosen by the customer as well as the destination. In the case of purchase and delivery of digital products (electronic form such as PDF, E-books, Video or Audio files, etc.) via the Internet, it will be executed directly within the same day.

Product Returns due to delivery error

In all cases in which other products than the ordered ones are delivered, in type or quantity which has previously been stipulated with the COMPANY in writing, the customer should immediately contact the online store through e-mail or by telephone for their return to the COMPANY, checking and verifying the error. In case of an error, the costs of returning the products to the COMPANY, as well as the cost of dispatching the replaced product to the customer, shall be borne by the COMPANY.

The COMPANY fully complies with the provisions of the Civil Code regarding sales as well as the provisions of L.2251/1994 on Consumer Protection as amended and in force.

For more information, we are always at your disposal via a contact form on our website, by phone at 00306986096100 or by e-mail at info@nickmusic.gr.