

## **GENERAL TERMS AND CONDITIONS FOR REGISTRATION IN TRAINOSE'S MEMBER PROGRAM**

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#### 1. THE COMPANY

TRAINOSE S.A. Passenger and Cargo Transport Services Railway Societe Anonyme, established under Greek law, having its registered office in Athens, Greece, at 1-3 Karolou Street, has developed and manages a “MEMBER of TRAINOSE” program for its passengers, hereinafter “the program”.

The program covers all passengers who purchase tickets of TRAINOSE online through its site or mobile application or other sales channels in the future.

Persons who register for the program are considered to have read the Terms and Conditions and to fully and unreservedly accept their content.

#### 2. PURPOSE

The program aims to enable each passenger (hereinafter “member”) to receive individualized services from TRAINOSE, like informational travel services, newsletters, commercial offers and other services at the sole discretion of TRAINOSE.

#### 3. HOW TO BECOME A MEMBER

##### 3.1. Conditions for participation

Participation in the program is open to all individual persons.

##### 3.2. Program registration procedure

Any individual who wishes to become a member of the program must complete an application for participation in the program through the website [tickets.trainose.gr](http://tickets.trainose.gr) and create a profile, by filling in their details.

The registration will be confirmed electronically and only one application per person will be taken into account.

If a member provides false or inaccurate personal details, TRAINOSE may cancel any privileges and remove him/her from the program. TRAINOSE shall not be held responsible for any injury or damage to members or third parties as a result of false or inaccurate declarations of the personal details of members or of a written notification by members to the Company regarding changes to their personal data. Members are solely responsible, and shall bear any criminal consequences, of the declaration of false or inaccurate details.

Applicants authorise the representatives of TRAINOSE S.A. to proceed to any legal cross-checking of their identity, phone number and contact information. After completing the application, a confirmation e-mail shall be sent to the member.

### 3.3. Termination of participation in the program

Members may terminate their participation in the program at any time. In this case, they shall notify TRAINOSE S.A. of their decision by activating the corresponding “delete member” field in their profile.

The confirmation of the member's deletion shall be made electronically, while for the deletion TRAINOSE follows the Privacy Policy posted on its website [http://www.trainose.gr/wp-content/uploads/policies/Privacy\\_Policy.pdf](http://www.trainose.gr/wp-content/uploads/policies/Privacy_Policy.pdf)

The participation of the member shall be deemed terminated as of the date of the deletion request. Upon termination of a membership, TRAINOSE S.A. shall not be required to pay any compensation, while any points collected by the member from any current or previous Loyalty program shall be cancelled.

Participation in the program is strictly personal and, in the event of a member's death, participation in the program and the benefits and advantages of the program are terminated automatically.

### 3.4. Banning of members

TRAINOSE S.A. reserves the right to ban from the program any member who does not respect the Terms and Conditions, or who uses the program and its benefits or advantages abusively or fraudulently. The banning of a member results in the immediate loss of all its privileges, and the cancellation of the collected points. TRAINOSE S.A. reserves the right to refuse any future applications for membership by former members of the program

## 4. PROGRAM DURATION

The duration of the program is indefinite. TRAINOSE S.A. has the right to unilaterally terminate the program at any time upon sending a one (1) month prior notice to members by e-mail. In the event of termination of the program, in case of any unused points of the members will be cancelled without compensation. TRAINOSE S.A. shall bear no responsibility for any damage or loss caused directly or indirectly from the termination of the program.

Any Member points cannot be transferred or assigned to third parties.

In the event of fraudulent use of a member profile, TRAINOSE S.A. shall not be held liable for any loss of points or any other damage from such unlawful use of the profile.

## 5. OTHER RULES

### 5.1. Changes to the program

TRAINOSE S.A. reserves the right to change or amend the program and the Terms and Conditions at any time, without prior notice. If a member does not agree with these amendments, he/she is free to terminate his/her participation in accordance with the conditions mentioned above (section 3.3).

TRAINOSE S.A. shall bear no responsibility for any damage or loss caused directly or indirectly from amendments to the program.

### 5.2. Legal liability

TRAINOSE S.A. shall not be responsible for any delays, losses, poor network connections or internet problems in general or the delays of its external partners that result in preventing the execution of its obligations under the program.

### 5.3. Versions of the program

The Terms and Conditions of the program shall be available in Greek and English. In case of differences between these two versions, the Greek version shall prevail.

### 5.4. Protection of personal data

TRAINOSE respects the privacy of its members. It collects personal data (name, surname, email, phone- number) in the context of your registration as a member of TRAINOSE. It also collects details of the tickets you buy. These data are necessary to enable you to book and buy tickets in the context of our contractual relationship. All these data are maintained for as long as it is necessary for the performance of the contractual or legal obligations of TRAINOSE. Furthermore, if you have provided us with your consent, TRAINOSE may send you newsletters, e-mails and news on our new services, promotions and offers. For more information on the processing of your personal data and your rights, please read the Privacy policy of TRAINOSE, available at: [http://www.trainose.gr/wp-content/uploads/policies/Privacy\\_Policy.pdf](http://www.trainose.gr/wp-content/uploads/policies/Privacy_Policy.pdf)

## 6. APPLICABLE LAW - JURISDICTION

All disputes that may arise from the interpretation or enforcement of these Terms and Conditions of the Plan shall be subject to Greek law, while, if any such disputes are not settled amicably, the Courts of Athens shall be competent for their resolution.