



## ARSEN THEOFANIDIS LLC

Advocates - Legal Consultants

### TERMS AND CONDITIONS

The Terms and Conditions (hereinafter «T&C»), as they may be altered or amended from time to time by the Arsen Theofanidis LLC (hereinafter: «Firm»), will apply, regulate and govern the Website's use by a User. The T&C come into effect as of the 1st day of January 2019.

The use and/or access of any part of the Firm's Website signifies the User's consent and that the User agrees that they have read, understood and agreed to be legally bound by the T&C and the Privacy Policy. If the User does not agree to be bound by the T&C or the Privacy Policy, the User must not use or access any part of the Website or transfer, upload or download any data through the Website. The Firm may alter or amend the T&C without providing notice to the User and, therefore, it is the User's sole responsibility and obligation to regularly monitor the T&C for any such alterations or amendments, prior to using the Firm's Website.

### THE FIRM AND ITS SERVICES

1.1 Arsen Theofanidis LLC, is a Lawyers Limited Liability Company duly registered in the Republic of Cyprus, under Registration No. 339735 and with registered address at Evagora Papachristoforou 18, Petoussis Building, Office 001, 3030 Limassol, Cyprus, hereinafter referred to as the Firm.

1.2 The Firm provides Legal Services, including but not limited to legal consultations, hereinafter referred to as the Services.

1.3 The Firm may upload and/or otherwise make available for display and/or download on the Website certain information and/or data with regards to or in connection with the Services it provides, including but not limited to website links and/or other links which lead to third party website's and/or content. All and any data and/or information displayed and/or contained on the Website are provided for information purposes only and the Firm makes no representations as to its accuracy, efficiency or completeness. Such data and/or information is intended to be for informational purposes only and the User should not rely upon such data and/or information. The use in any way of the Website by the User, does not automatically create and/or establish a service provider -client relationship.

### USE OF THE WEBSITE

2.1 Subject to the User's consent and compliance with the T&C and Privacy Policy, the Firm provides the User with the non-exclusive right to use the Website, and any information and/or content is made available by the Firm to the User for informational purposes and for any other purposes expressly stated in the T&C.

2.2 The use of the Website by the User, does not provide the User with any intellectual property rights, such as trademarks, logos etc and does not provide any User with ownership of or any rights to any data that may be provided via use of the Website.





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Unless expressly stated in the T&C and only to such extent, the User may not copy, use, reproduce, display, represent, sublicense, circulate or distribute in any way any data which is made available by the Firm, or by any other User, on the Website without the written consent of the Firm.

2.3 The User is prohibited to use the Website and any data made available to the User in relation to use of the Website in any way which may interfere with any third party's ability or right to use the Website and/or the Firm's ability to provide its Services. Prohibited use of the Website includes but is not limited to, violation or infringement of any party's right, impersonating any other entity or person, using a false identity, submission of misleading or false information to the Firm, breach of any domestic or international legislation or regulation.

### USER CONSENT

3.1 The consent of the User is necessary in order for the User to access and/or download any information and/or data made available by the Firm on the Website, for the processing and collection of the User's personal data by the Company, as well as for the Firm to contact the User with regards to the Services provided by the Firm.

3.2 The User provides such consent to the Firm, by actively agreeing to be bound by the Privacy Policy and T&C, (positive opt-in) the moment the User proceeds to download any information and/or data from the Website, as well as at the moment that the User proceeds to convey and/or upload any information and/or data, including personal data, through the Website to the Firm.

3.3 The User may at any time withdraw such consent, which was already provided to the Firm by the User, by contacting the Firm and requesting the same.

3.4 In respect of our User's free consent, the Website does not use pre-ticked boxes

3.5 The contact information of our Data Processor is listed down below in the contact information bar

3.6 Any Data Processing taking place on this Website is operated in a legitimate interest of the User and of the Firm, according to the governing laws of the EU and the Republic of Cyprus.

3.7 If you have any remarks or complaints regarding the way we process your personal data, we invite you to contact our DPO by sending an email to [info@theofanidis.eu](mailto:info@theofanidis.eu), marking "my personal data" in the subject field and your request will be processed from our Data Processor within 72 hours upon receipt.





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### NOTIFICATION OF BREACH

4.1 In the event that there shall be a breach to the personal data and/or information kept by the Firm, the Firm shall provide notice to any affected User within 5 (five) business days from the date that the Firm has become aware of such breach.

4.2 In the event that there shall be a breach to the personal data and/or information kept by the Firm, the Firm shall provide notice to the Commissioner of Data Protection within seventy two (72) hours from the awareness of the breach.

### DATA AND PERSONAL DATA

5.1 The User acknowledges that, by and/or throughout the access and/or use of the Website by the User, and/or for the purpose of the Firm effectively providing its Services to the User, the Firm may collect information, content and/or data of any type and form, including the User's personal data, as described below, links to websites, articles, publications or other types of information.

5.2 The Firm declares and the User acknowledges that personal data is collected by the Firm and that any links, articles, publications or other types of information made available on the Website is solely for informational purposes.

5.3 The Website allows the User to download or submit data. The submission, download or upload of the data by the User grants the Firm the consent to use, reproduce, and/or process such data for the purpose of effectively providing its Services.

5.4 The Firm's website operates in compliance with the six (6) Data Protection Principles set by the GDPR, within the "Data Protection by Design and by Default" regulation as follows:

5.4.1. The Website operates in lawfulness, fairness and transparency

5.4.2. The Website operates in respect of the purpose limitation of the collection of data provided by the Users

5.4.3. The Website operates with accuracy

5.4.4. The Website operates in respect of the storage limitation principle

5.4.5. The Website operates with integrity and confidentiality

5.4.6. The Website operates in respect of the data minimization principle

5.5 The data collection operated by the Website is strictly limited to the necessary and is executed for specific purposes, according to the laws of the European Union and the Republic of Cyprus.





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5.6 The Firm carries out a Data Protection Impact Assessments, hereinafter referred to as DPIA. The DPIA is a mechanism that aims to identify, evaluate and address the data protection risks to the rights and freedoms of natural persons associated with new activities involving personal data processing. Where there is a high risk to these rights and freedoms, the GDPR requires data controllers to carry out a DPIA.

### THIRD PARTY DATA

6.1 The Firm may provide access through the Website to third party data, such as website links leading to websites of third persons and/or Governmental Departments. The Firm does not undertake any obligation to monitor, investigate or review any data submitted or provided otherwise by third persons or Users, any third persons providing any website links or their data and does not endorse any opinions, ideas or concepts of third party data.

6.2 The Firm is not responsible for any third party data, irrespective of its accuracy, availability or suitability, by any third party or for any action or omission of any third party. The Firm has the right, at its sole discretion, to alter, amend or delete any third party data. The User undertakes at all times any and all risks associated with accessing and/or obtaining any information and/or data over the internet and agrees that the Firm shall not be held liable or responsible for any damage or loss which is a direct or indirect result of the User's use of third party data, services or websites.

6.4 In the event that any User objects to any third party data, such User may report such data to the Firm by contacting the Firm. Following the report, the Firm will address such data in its sole discretion and as deemed necessary by the Firm.

6.5 All data exchange on this Website is processed by our Data Controller.

6.6 Cross-boarder processing takes place within the borders of the European Union.

6.7 In the event of any data exchange with third parties outside the borders of the European Union, within a group of undertakings or enterprises engaged in a joint economical activity, the data control is subject to BCRs or to MCCs

### USER'S WARRANTIES

The User hereby warrants that:

7.1. The User is of 18 years or over of legal age and of legal competence to understand and to be bound by the T&C and Privacy Policy.

7.2. In the event that the User is providing any information and/or data to the Firm through the Website on behalf of any third person, that the User is an authorized representative of such third person and that in such a case, the third person also agrees and accepts to be bound by the T&C and Privacy Policy.





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7.3. The User is authorized to provide any information and/or data through the Website, in accordance with the Laws of the Republic of Cyprus and of any International Law.

7.4. That any information made known and/or provided through the Website by the User to the Firm and at the time that this is made known and/or provided, it is accurate, correct, valid and true.

### **DISCLAIMER OF WARRANTIES**

8.1 The Firm explicitly does not warrant that the Website, use of the Website and any data relevant to the Website shall be secure, free of any delays, errors or inaccuracies or meet the User's or any other requirements.

8.2 Other than any express warranties contained within the T&C, the Firm does not make any warranties and hereby disclaims any implied warranties, including but not limited to warranty of suitability for a specific purpose, warranty relevant to any services which may be provided from and as a result of the use of the Company's Website to the User, warranty of any third party data and/or services, irrespective of whether these were accessed by the Website or otherwise.

### **LIMITATION AND EXCLUSIONS**

The User agrees and acknowledges that:

9.1. Relevant errors may occur with regards to or in connection with the Website.

9.2. The Firm shall not be held liable to the User or any third party for damages of any type or nature, including but not limited to damages with regards to lost data and/or profits, which may arise as a result of or in relation to the use of the Website.

9.3. The Firm has no liability or responsibility for failure to store or remove any data which is maintained or displayed in relation to the Website.

9.4. The Firm reserves the right at any time to add, alter, amend or erase any and all data and/or information made available in any way on the Website, in whole or in part, with or without provision of notice, and that the Firm shall not be held responsible or liable by the User or any third party in such cases.

### **INDEMNITY**

10.1 The User agrees to indemnify and hereby indemnifies the Firm, any of its officers, employees and/or persons affiliated with the Firm, harmless from any loss, expenses, or damages which may arise in relation with any claim or action brought by any third party against them with regards to or in connection with the Website and/or any data and/or information conveyed through or made available on the Website.





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10.2 The User agrees that in the event of any dispute with any other User or third party with regards to the Website or which is a consequence of the Website, the User releases the Firm, any of its officers, employees and/or persons affiliated with the Firm, from damages and claims of any nature or type.

### PRIVACY

11.1 The User acknowledges and agrees that subject to obtaining the relevant consent, any of their personal information may be collected, processed and/or used to enable the Firm to provide the User with the Services. The User authorizes the Firm at all times to proceed with any of the above actions with regards to the User's name, email address, street address, telephone number and other general information provided through the Website or otherwise made available by the User to the Firm through the Website.

11.2 The User has the right to cancel the authorization and consent provided to the Firm, at any time, upon written request to the Firm of the same.

11.3 Subject to the consent and active opt-in by the User, in accordance with Term 3 above, the User agrees that by the provision of any email address to the Firm, the Firm may send emails to the User and to such email addresses regarding marketing, advertising or any other content or with regards to the Services.

11.4 The User reserves the right to opt out of receiving emails from the Firm, as provided by Term 11.3 above, by providing written notice to the Firm of the same.

11.5 The User agrees that the Firm may provide the User with any legal notices via email.

### DISPUTE RESOLUTION

12.1 The User hereby agrees that with regards to any and all disputes arising or relevant to the T&C, to the Privacy Policy or to the Services provided by the Firm, the User shall first contact the Firm by providing a description of the dispute and the contact details of the User, and providing the Firm with thirty (30) days in order for the Firm to undertake relevant investigations and attempt to resolve such dispute.

12.2 In the event that a dispute is not resolved within the aforementioned thirty (30) days, the User hereby agrees that the dispute will then be resolved in negotiation proceedings between the Firm and the respective User.

12.3 This Term shall in no way limit the Firm's right to investigate reported violations or complaints with regards to the Website, the T&C, the Privacy Policy or the Firm's Services or to take any actions deemed appropriate by the Firm, including but not limited to Court proceedings and contacting competent authorities and/or law enforcement officials.





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### FORCE MAJEURE

13.1 The Firm shall not be held liable for any non performance under the T&C, the Privacy Policy or with regards to provision of the Services which is due to any event beyond its reasonable control.

### APPLICABLE LAW AND JURISDICTION

14.1 The applicable law to the T&C, the Privacy Policy, the performance and enforcement of any obligations, are the laws of the Republic of Cyprus.

14.2 The Courts of the Republic of Cyprus are the competent Courts with regards to resolution of any disputes which arise or are relevant to the T&C, the Privacy Policy, the Website, or the Services.

### COPYRIGHT

15.1 The database and information of this website is protected by copyright law, trademark law, database rights and other intellectual property rights of the European Union and the Republic of Cyprus.

15.2 The database and information content of this website is subject to updating and revision, while the copyright owner remains the Firm at all times.

15.3. Arsen Theofanidis LLC, the Firm's licensors and authorized contributors own the copyright, database right and all intellectual property rights on this website unless otherwise stated.

15.4. The User of this website may view, print, copy, download and save extracts of the data and/or information of this website through the website for personal use only, subject to the following non exhaustive list of conditions:

15.4.1. The use of the database content and/or information found on this website for commercial purposes or reproduction before any wide audience is strictly prohibited.

15.4.2. The modification of the database content and/or information found on this website is strictly prohibited.

15.4.3. The use of the database content and/or information found on this website for advertising purposes is strictly prohibited.

15.5 Copies of the database content and/or information may be provided by the User to third parties under the following non exhaustive conditions:

15.5.1. The copies of the database content and/or information can only be circulated for information or research purposes only.





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15.5.2. The copies of the database content and/or information are not subject to any fee or monetary exchange

15.5.3. The copies of the database content and/or information are not subject to modification

15.5.4. The copies of the database content and/or information must always mention the Firm as the source

15.6 Any other use of the database content and/or information of this website is strictly prohibited, unless a written consent is granted by the Firm for a specific use.

15.7 All contributors of this website agree that the database content and/or information shall be available in a free form to everyone for their own use, in respect of the laws of the European Union and the Republic of Cyprus.

The present T&C notice has been updated on the 1st of January of 2019 by Arsen Theofanidis LLC. All rights reserved.

