

## CHARTER OF OBLIGATIONS TOWARDS CONSUMERS

Of the postal services company under the corporate name “ECONT HELLAS COURIER SERVICES LIMITED LIABILITY COMPANY” and distinctive title “ECONT HELLAS LTD”

Seat: Thessaloniki, №98 26 Oktovriou str., P.C. 546 25

Tax Identification No.: 997760614, Public Financial Service: B’ Thessaloniki

Tel. No.: 2310411544

### INTRODUCTION

The Company, within the framework of its scope of providing quality postal services to consumers – clients, (has established) maintains this Charter of Obligations Towards Consumers with the primary purpose of clearly defining and regulating its relations with its consumers – clients.

This Charter of Obligations Towards Consumers, in addition to providing basic and responsible information with respect to the quality of the services that are provided by the Company, sets out and defines in a clear manner the obligations between the Company and its consumers – clients so that every client may be able to establish the Company’s credibility and the quality of its services and be informed of the cases, when the Company is liable for any damage they may sustain, where they can claim the payment of the stipulated indemnification.

The Company guarantees and ensures in a responsible manner the confidentiality of the correspondence it receives pursuant to the provisions of the Constitution and Laws of Greece, and specifically the provisions of Hellenic Law 3185/2003 as it is in force, and (can provide) provides its services with the discretion and confidentiality that is required per case for the protection of the interests of its clients and the confidentiality of the postal services that are monitored by the competent Authority.

The Company’s obligations and the services that are provided by the Company are regulated by the laws of the Hellenic State, the relative directives of the European Union, the regulations of the Universal Postal Union, the regulation governing General Licences of the National Telecommunications and Post Commission (EETT), ministerial decision No. 29030/816/2000 (Official Government Gazette No. 683/B/2000 and this Charter of Obligations Towards Consumers.

### ARTICLE 1

#### CHARACTERISTICS OF THE COMPANY

The Company operates under the legal form of a limited liability company pursuant to the rules of private economy, while its scope is the provision of postal services, namely the receipt, collection, packaging, selection, classification and forwarding for shipment and delivery of postal items that require express delivery (COURIER) to the recipient’s address, as well as the performance of any other work or activity that pertains to courier services.

To fulfil its scope, the Company may collaborate in any manner with similar companies in Greece and abroad, establish branches in Greece and abroad or participate in companies that have similar goals relative to its aims and activities.

#### DETAILS OF THE COMPANY

The Company is seated in Thessaloniki at 26 October № 98, Thessaloniki.

The Company operates an updated website [www.ekonhellas.gr](http://www.ekonhellas.gr) via which consumers can receive information on its services and branches.

The Company is registered with the Register of Postal Companies of the National Telecommunications and Post Commission (EETT) and holds National Postal Services General Licence No. EET – AM 11-115, while its term is set until 2040 year from the date of its registration with the General Electronic Commercial Registry (GEMI). The Company is registered with the competent Public Financial Service with Tax Identification No 997760614 and it is a member of the Thessaloniki Chamber of Commerce and Industry with registration No. 121877406000.

## GENERAL DATA PROTECTION REGULATION (GDPR)

Whereas the Company processes personal data within the framework of its activities, it has adapted its activities to the provisions of the new General Data Protection Regulation (GDPR) and has taken all the necessary actions and steps so that it operates in full compliance with the new Regulation.

The Company's Personal Data Privacy Policy can be found on its official webpage [www.ekontheellas.gr](http://www.ekontheellas.gr)

## ORGANISATIONAL STRUCTURE

The Company is managed by its Manager, who is responsible for deciding on all matters pertaining to the Company's operations and strategic growth.

The Company consists of a fully trained staff that has the experience to carry out its postal service. The Company operates in full compliance with the labour laws of Greece, the collective labour agreements and the regulatory framework that governs working conditions and the social security regime of its employees and fully complies with the provisions thereof.

## ARTICLE 2

### TECHNICAL CHARACTERISTICS AND TIME LIMITS OF COURIER SERVICES

The Company provides the following courier services in Greece and abroad:

#### 1. DOMESTIC SERVICES

##### 1.1 DOOR TO DOOR

##### 1.2 DOOR TO RECEPTION AND CONVERSELY

##### 1.3 RECEPTION TO RECEPTION

- a) In the region of the Prefecture where the Company has its seat (INTERCITY)
- b) In the rest of Greece (INTERSTATE)

Via these services, the Company delivers postal items of a weight of up to 20 kilograms in a safe and timely manner. These postal items may be insured at an additional cost under the terms of article 7 of this Charter of Obligations Towards Consumers.

In the case of intercity delivery, postal items are delivered on the next business day of the day they were received while, in the case of interstate delivery, postal items are delivered within five (5) business days in accordance with the city's service schedule.

- The identification, handling and shipment of postal items is carried out with a Courier Voucher that is especially designed for this purpose.
- Individual Contracts: The terms of individual contracts are noted in detail on the reverse side of the Courier Voucher.

#### 1.4 SHIPMENT OF POSTAL ITEMS WITH A DECLARED VALUE

- These shipments concern postal items with a significant value that is declared by the sender in a special field on the Courier Voucher and are insured.
- In addition to the usual cost, these shipments are also burdened with an additional insurance premium.

#### 1.5 SHIPMENT OF POSTAL ITEMS VIA CASH ON DELIVERY (COD)

- These shipments concern postal items that require special handling and are delivered to the recipient only if the amount that the sender has designated and that is noted in the special field of the Courier Voucher is collected on his behalf.
- In addition to the usual cost, these shipments are also burdened with a special additional charge.

### 2. INTERNATIONAL SERVICES

#### 2.1 DOOR TO DOOR

1. These services concern the safe and timely shipment of postal items to countries that are served by the network of another foreign multinational courier company with which the Company collaborates.

#### 2.2 SHIPMENT OF POSTAL ITEMS WITH A DECLARED VALUE

- Shipments of postal items with a declared value are accepted if the foreign company with which the Company collaborates accepts shipments of this category, as well as the amount of the declared value for which they are insured with an additional insurance premium.

#### 2.3 SHIPMENT OF POSTAL ITEMS VIA CASH ON DELIVERY (COD)

- Cash on delivery shipments are possible only if they are accepted by the foreign company with which the Company collaborates and are burdened with an additional special handling charge.

### **ARTICLE 3 PRICELIST**

The Company's pricelist is set in accordance with and based on cost estimates and the competition of the market and is posted in a visible area within the premises of the Company's offices and is available to all interested persons.

The Company reserves the right and the capacity to change the prices of its pricelist depending on and in accordance with the conditions that exist and the needs that arise in the courier sector within the framework of the rules of healthy competition.

The pricelist that is currently in effect is attached at the end of this Charter of Obligations Towards Consumers as an Appendix (II).

#### POSTAL ITEMS THAT ARE NOT ACCEPTED FOR SHIPMENT – PROHIBITIONS

The Company does not undertake to transport and ship within Greece items that contain the following materials:

- Explosive materials
- Inflammable materials
- Radioactive materials
- Corrosive substances
- Compressed gases
- Narcotic substances
- Poisons
- Antiquities
- Perishable foods
- Precious stones, works of art
- Alive or dead animals or specimens thereof
- Plants and in general items that, due to their nature or their packaging, run the risk of being destroyed or destroying other items, or items the Company does not accept to handle and ship.
- Money and foreign currency

To deter consumers from delivering such items to the Company, the Company has the right but not the obligation to inspect the items, including to open the items. If the sender, for any reason, delivers such an item to the Company, the Company upon ascertaining its existence has the right to manage it according to discretion, including to stop its transport repudiating any and all further liability, while the cost that has been paid is not returned. The sender is solely liable for any and all damages that may be caused to persons or other items due to the false declaration of the item's content.

The sender guarantees that he is the owner or legal bearer of the items that are delivered to the Company or the representative of the owner or of the legal bearer of the items and agrees that the Courier Voucher was completed by him or by the Company on his behalf. In addition, the sender is obligated to describe the content of the item in a complete and clear manner, particularly if the item is fragile and the sender guarantees that: (a) the content of the postal item is that which himself describes, (b) all his personal information and the personal information of the recipient has been noted correctly, and (c) the postal item has been packaged in such a manner that guarantees its safe shipment. The Company has the right to refuse the receipt and/or to stop the shipment of a postal item if the requirements noted in the Courier Voucher are not met, while in such a case the sender undertakes the obligation to pay any and all additional charges that shall arise during the item's shipment, return or storage.

## **ARTICLE 4**

### **HANDLING OF PARCELS**

#### **4.1 ORDINARY PARCELS**

- The maximum permitted weight for parcels is 20 kilograms, which may increase to 25 kilograms when their content is not parceled out. There are prohibitions that apply to the content of parcels and these concern inflammable, explosive, caustic, corrosive and narcotic substances and money, as well as restrictions that concern, on the one hand, the packaging of fragile items, liquids and lubricants, products in the form of powder, colouring and biological substances and infectious and non-infectious items and, on the other hand, the dimensions of parcels in accordance with the terms of the Individual Contract that are noted on the reverse side of the Courier Voucher.
- Information concerning the dimensions of parcels is provided by the Company's offices.

#### **4.2 VOLUMINOUS PARCELS**

The carriage tariffs are determined according to the actual weight or the volumetric weight of the consignment, whichever is the higher, and every consignment may be re-weighed or re-measured by the Company.

The volumetric weight is calculated by the formula: (H x L x W): 5000 kg.

#### **4.3 FRAGILE PARCELS**

- Fragile parcels must be properly packaged for the safe shipment thereof.
- A special protective packaging and the payment of an additional charge for the coverage of the relative expense is stipulated for fragile parcels.

#### **4.4 The sender guarantees that:**

- a) Every shipment that is described on the first page of the bill of lading is described accurately and in accordance with the law.
- b) The necessary information and address of the recipient have been correctly noted on the relative shipping documents.
- c) The parcel has been packaged in such a manner that ensures its safe transport during shipment.
- d) He will pay any additional expenses that may arise during the delivery and/or return of the items.

4.5 The Company has the right, but not the obligation, to inspect the content of the parcel that it accepts to deliver. The Company has the right to refuse to deliver a parcel if it ascertains that the parcel contains prohibited items and/or if the shipping documents do not contain the necessary

information of the recipient. The aforementioned provisions relating to prohibited items apply accordingly.

## **ARTICLE 5**

### **NON-DELIVERED POSTAL ITEMS**

Pursuant to the provisions of this Charter of Obligations Towards Consumers, the Company is required to deliver postal items within the time limits set out above. If, however, a postal item is not delivered due to the liability of the sender or recipient (e.g. refusal to receive the postal item, incorrect information of the recipient, incorrect address, inability to access the point of delivery, etc.), the procedure below is followed per case:

- 1) The recipient refuses to receive the postal item for any reason: The postal item is immediately returned to the sender at his cost (unless it is otherwise stated in the special contract with the client), which is equal to the amount that was paid for the item's delivery (unless it is otherwise stated in the special contract with the client).
- 2) The postal item cannot be delivered due to the absence of the recipient: The courier leaves a written notice and returns the postal item to the Company's Customer Service. The following day, the Customer Service contacts the recipient by telephone and, following an agreement, schedules a second attempt for the item's delivery.
- 3) The postal item cannot be delivered due to incomplete information of the recipient or of the recipient's address or the courier cannot access the point of delivery:

The postal item is returned to the Company's Customer Service, which contacts the recipient by telephone in order to request the necessary information or instructions so that a second attempt can be scheduled for the item's delivery.

In cases 2 and 3 above, if the postal item also cannot be delivered during the second attempt, the postal item is returned to the sender at his expense.

In any case in which the first shipment was carried out at the expense of the recipient, the sender in addition to the cost of the item's return is also burdened with the cost of shipment.

Following the lapse of a period of twenty (20) days from the day following the last failed delivery and provided the postal item is not claimed by the sender or the recipient, the postal item is declared 'unclaimed' and following the lapse of a period of six (6) months is considered abandoned without any value and is destroyed with the completion of a relative protocol of destruction, following which the Company does not have any other obligation in relation to the postal item. Postal items for which a different written agreement exists between the Company and the client, as well as postal items that have been officially withheld or that have been declared by the sender to have a value of more than €100.00, are exempted from the above procedure and are forwarded to the National Telecommunications and Post Commission (EETT).

## **ARTICLE 6**

### **QUALITY OF SERVICES**

The Company's unabating and daily objective is to continuously improve its services with the aim of:

- 1) delivering postal items on the next business day from the date of their receipt, in the case of intercity deliveries.
- 2) delivering postal items within five (5) business days based on the local service schedule, in the case of interstate deliveries.

## **ARTICLE 7**

### **LIABILITY OF THE COMPANY AND INDEMNIFICATIONS**

The Company is committed to making every possible effort to deliver all postal items that are delivered there to within the agreed-on time limits, which it has been able to successfully do to this day. In the cases, however, where the Company is not able to effectually provide its services for reasons that are due to the Company's liability, a lump-sum indemnification is paid pursuant to the relative legislation that is in force as follows:

- The Company is liable for the loss (definitive deprivation and loss of the postal item during the time it was in the Company's care and possession), partial (the postal item may be repaired) or total destruction or delayed delivery of the postal item that was caused due to its liability for reasons other than force majeure (accidents, natural disasters, acts of God, strikes, delays in transportation, as well as other cases stipulated by the law) and the consumer – client has the right to indemnification.

#### Right to file a claim

The recipient has the right to receive the parcel with claim provided there are substantial grounds for doing so, noting the relative grounds for his claim on the Courier Voucher.

The indemnifications that may be paid are as follows:

- 1) For shipments of postal items without a declared value,

In the event of loss or total destruction, the indemnification is as follows:

1.1 For shipments concerning the delivery of documents, the indemnification is set from €36.00, pursuant to ministerial decision No. 290301/2000, and up to €100.00 for parcels in Greece.

1.2 For shipments outside of Greece, the indemnification is set at the equivalent amount of up to 100.00 USD in Euros.

- 2) For shipments of postal items with an insured declared value,

For the payment of indemnifications, amounts greater than those that are provided for under paragraph 1 above, and for the coverage of the Company's increased liability in the case of loss or partial or total destruction of the postal item, the Company offers the service Insured "Declared Value" at the additional cost of a premium.

The insurance coverage, in any case, shall be governed by the terms and conditions that are noted on the insurance policy of the insurance company and on the reverse side of the Courier Voucher.

The amount of the Declared Value of each shipment cannot, in any case, be greater than the actual value of the postal item.

In the case of loss or total destruction of the postal item with a declared value that is due to the Company's liability for reasons other than force majeure, the sender has the right to indemnification equal to an amount of up to the amount of the Declared Value, for every shipment.

In the case of damage or partial destruction of the postal item "with or without a declared value" with a market value, the amount of the indemnification covers only the actual value of the postal item which consists in the restoration of the damage or the cost of the repair. The maximum amount of the indemnification per shipment, in the case of a shipment "without a declared value", cannot exceed the amount provided for under paragraphs 1.1 and 1.2 and, in the case of a shipment "with a declared value", cannot exceed the amount of the declared value.

In any case in which indemnification is claimed, the beneficiary is required to prove, with the presentation of official documents (invoice), the actual value of the postal item that has been lost or damaged or destroyed.

The actual value is the actual value of acquisition of documents or articles, without taking into account the commercial value or particular value thereof for the Sender, Recipient or third party and with the above defined amounts as the maximum. Actual value of acquisition is: for documents the value of their preparation or replacement or reproduction them and for items - their repair cost or cost of replacement or purchase (in the condition they were at collection), as proven by the submitted relevant documentation, taking always into consideration the lesser of the above.

In the case in which indemnification is claimed as a result of delayed delivery of the shipment that is due to the Company's exclusive liability, the amount of the indemnification shall not exceed the total amount that was paid for the item's delivery.

The Company ceases to be liable from the moment it receives the postal item from the recipient. In addition, the Company is not liable in the following cases:

- no indemnification is paid for delays that are due to force majeure or transport delays for which the Company is not liable or due to the liability of the sender, recipient or their representatives.
- for any loss or damage of postal items that was caused due to the liability of the sender or recipient or their representatives whose shipment the Company does not undertake in accordance with this Charter of Obligations Towards Consumers.
- for any loss or damage that is due to poor packaging or to the nature of the postal item particularly in the case of fragile items or to extraordinary and unforeseen events that are objectively beyond human control such as, indicatively and not restrictively, accidents, strikes, weather conditions, criminal acts that are caused at the Company's facilities or transport vehicles.

- for any damage that is detected by the recipient following the delivery of the postal item and that is declared after the delivery thereof.
- for any direct or indirect consequential damages that were caused as a result of a loss of income, profit, purchase or use, breach of contract, etc. to clients or third persons due to or not due to the Company's liability.
- when the relative application for indemnification is not filed within the stipulated deadline of six (6) months.
- when the claim for indemnification is not effected in writing within the stipulated time limit and in accordance with the procedure that is provided for under article 8 of this Charter of Obligations Towards Consumers.
- if the recipient received the postal item without claim, in which case it is presumed that the postal item was duly delivered.
- when the sender, in spite of his obligation, has not fully and clearly described the content of the postal item or has not properly packaged the postal item or has not fully and correctly noted the recipient's personal information.
- when the client has not fulfilled his contractual obligations, particularly when the client has not settled his financial obligations towards the Company or has not provided the necessary documentation, in which case the Company has the right to offset any possible amounts that are due thereto with the amounts of any possible indemnification or by withholding the postal item.
- for services outside of Greece for procedures that are provided for under the legislation of the country of destination.

## **ARTICLE 8**

### **INDEMNIFICATION PROCEDURE**

In the event of the Company's proven liability and obligation to pay indemnification, the client must follow the procedure below in order to establish a right to claim and receive the indemnification:

Immediately after it has been determined that the postal item has been lost or damaged and within a period of six (6) months of the date the postal item was delivered to the Company, the sender or recipient is required to file a written application for search or indemnification, attaching thereto a photocopy of the relative Courier Voucher.

Applications for search or indemnification are available at the Company's offices and are available to all interested persons.

It should be noted that the recipient is entitled to the indemnification if the sender waives his relative claim.

The Company is required, within a period of six (6) weeks, to inform the applicant via registered letter of the status and circumstances of the postal item.

In the case of postal items whose point of delivery is located outside Greece, the Company is required to inform the applicant via registered mail of the status and circumstances of the postal item within a period of three (3) months of the date the application was filed, provided the foreign postal accompany with which the Company collaborates has provided a reply within the time limits that are provided for under the regulations of the Universal Postal Union.

If the Company is found liable and is required to pay indemnification to the applicant, the stipulated amount of the indemnification is paid to the beneficiary within a period of one (1) month of the date he was informed of the decision on his claim.

Upon the payment of the indemnification, the Company is subrogated up to the amount of the indemnification to all the rights of the indemnified person for any possible appeal against either the recipient or any other person.

In the case of loss or total damage of postal items with a declared value, the payment of indemnification is subject to the proven breach of the Company's obligation that emanates from this Charter of Obligations Towards Consumers and the general terms that govern the provision of courier services in Greece. *Proven breach of obligation* is any breach that arises from an administrative inquiry by the Company's competent bodies.

Indemnification is not paid in any case other than those cases that are provided for under this Charter of Obligations Towards Consumers.

In order to determine the actual events and in order to proceed in the payment of the indemnification, as provided for above, the Company conducts an inquiry via its investigating bodies.

Indemnification for moral (non-material) damages is included in the aforementioned amounts, while no indemnification is paid for loss of profit.

## **ARTICLE 9**

### **CUSTOMER SERVICE**

- The time schedule of the Company's customer service hours is set in accordance with its needs and its existing capabilities.
- In preparing the above time schedule, the Company takes into consideration specific objective criteria, such as the period of the year (winter – summer business hours, Christmas period, Easter, etc.), the form and character of the area (urban, commercial, etc.), the volume of the area's postal traffic and various other factors.
- The business hours of the Company's offices are 09:00 – 18:00 on working days (Monday to Friday) and 09:00 – 13:00 on Saturday. The Company's offices may remain open during evening hours until 20:00, as well as on Sunday.
- The Company, having as the central objective of its strategy the service and protection of its clients and the continuous improvement of its services in conjunction with ensuring its credibility, has set up a Customer Service Department.

## PROVISION OF SERVICES IN GREECE OUTSIDE THE PREFECTURE OF THESSALONIKI

- In order to provide services to its clients in the rest of Greece outside the Prefecture of Thessaloniki, the Company collaborates with another postal company that has the infrastructure and organisation necessary to cover and serve its needs.

### **ARTICLE 10**

#### PROVISION OF SERVICES TO PERSONS WITH DISABILITIES

The Company takes every possible and necessary step so that persons with disabilities are able to access the customer service areas inside its stores, provided this is possible, and are served first outside the order of priority.

### **ARTICLE 11**

#### CONDUCT – RESPECT – COURTESY OF THE COMPANY’S PERSONNEL

- The Company’s employees are required to show the proper respect towards the Company’s clients during the performance of their duties. Any infraction on behalf of the Company’s employees in matters concerning their behaviour is investigated by the Company via a disciplinary investigation against the employee.
- Customer complaints that are filed against the Company’s employees for misconduct are made orally to the Company’s competent director or with the submission of a written letter of complaint or with a simple notice so that it may be used as evidence in an administrative inquiry against the employee.
- Written letters of complaint are kept at the Company’s offices that are located at its seat.
- In the event a complaint is filed as noted above, the client is required to collaborate with the Company’s investigating officers if this is requested for the aforementioned reason.
- The Company is required to inform the client, who has followed the above procedure, of the results of the administrative inquiry and of the conduct of any disciplinary investigation against the Company’s employee.
- Complaints against the Company’s employees for poor service, misconduct, as well as remarks, questions and any message to the Company, may also be filed electronically via the Company’s website.

### **ARTICLE 12**

#### CUSTOMER INFORMATION SERVICE

- In order to better update and inform its clients with respect to any question, problem or complaint they may have, the Company has established a Customer Information Service that operates at the Company’s seat in Thessaloniki.

- Within the framework of the relative legislation in force, the Company is required to provide an answer to the client within twenty (20) days of the date the client submitted his request that concerns any matter relating to his service.
- If, for any reason, the answer that is provided to the client is not definitive, the Company undertakes the obligation to inform the client of the procedure that will be followed for the resolution of his problem within the framework of this Charter of Obligations Towards Consumers, of the regulatory provisions and of the relative legislation that is in force, as well as to definitively inform the client, in accordance with the above, following the completion of the relative procedure.
- The Company's above obligation does not apply to cases that are otherwise provided for by this Charter of Obligations Towards Consumers or by the relative legislation in force.
- The telephone number and business hours during which clients can contact the Company are posted in a visible area within the premises of the Company's offices, as well as on the Company's website.

## **ARTICLE 13**

### **1. CORDIAL AGREEMENT**

- For the resolution of disputes between the Company and its clients, a cordial agreement may be reached provided the relative written complaint has been filed within six (6) months of the date of the item's sending, pursuant to ministerial decision No. 29030/2000.

### **2. DISPUTE RESOLUTION COMMITTEE**

- For the resolution of disputes between the Company and its clients and provided the client has not definitively resolved his dispute with the Company's competent departments or Customer Service Department, the client may address the dispute to the Company with a simple written application that it must send to the Company and request the resolution of the dispute by the competent Dispute Resolution Committee which is formed for this purpose.
- Composition: The Dispute Resolution Committee is made up of five (5) persons, consisting of three (3) representatives of the Company with the recommendation and authorisation of the Manager thereof, one (1) representative of the client and one (1) representative of the local consumers' association.
- The client who has requested the formation of the Dispute Resolution Committee may also attend its meetings in person (without a voting right).
- A *dispute* is the substantiated and proven breach of any term of this Charter of Obligations Towards Consumers by the Company.
- The Dispute Resolution Committee informs the client in writing of the time and place where the meeting will convene and calls the client to state if he wishes to attend the meeting in person in order to express his views orally or if he wishes to submit a written statement in the event he is

unable to attend the meeting in person. The Committee deliberates on the case and is required to make every possible effort so that a decision is taken within a deadline of one (1) month of the date the complaint has been filed or two (2) months if additional evidence is requested. The decisions of the Dispute Resolution Committee do not constitute a final judgment and do not affect or defer the time-limit within which a client may appeal to the competent courts.

- For the resolution of disputes that are brought before the courts, the competent courts for the resolution of these disputes are the Courts of Thessaloniki.

#### **ARTICLE 14**

##### **SIMPLIFICATION OF ADMINISTRATIVE PROCEDURES**

The Company is committed to serving its clients in the simplest possible manner. For this reason, for matters that concern its relations with its clients, the Company follows simplified, fast and clear procedures within the framework of the Laws of Greece and international postal agreements, training and educating its personnel appropriately.

#### **ARTICLE 15**

##### **MODERNISATION AND IMPROVEMENT OF SERVICES**

- Among the Company's primary objectives are its modernisation and the improvement of the quality of its services.
- The design and quality control of the Company's courier services in accordance with international specifications and the improvement of the delivery times of shipments.
- The development of new services – products that take into consideration modern social and economic needs and that are supported on the developments of modern technology.
- The achievement of a satisfactory level of customer service.
- The establishment of systematic procedures for the implementation of an integrated information system policy that will provide full support to all of the Company's procedures on a central and regional level.
- Upgrading the Company's human resources policy based on its new organisational structure and increasing productivity with the use of new technologies.

#### **ARTICLE 16**

##### **NON-APPLICATION OF THE CHARTER OF OBLIGATIONS TOWARDS CONSUMERS**

The Charter of Obligations Towards Consumers does not apply in the following cases:

- Events of force majeure and, in particular, extraordinary events the consequences of which adversely affect the Company's operations (strikes, adverse weather conditions, transport conditions, conditions of the telecommunications network, etc.).

- Criminal acts that are committed at the Company's facilities or to the Company's transportation means that result in the loss, damage or destruction of postal items.
- Inability of the Company's couriers to access the point of delivery due to the liability of the client (sender or recipient) or of any third person.
- Non-fulfilment of the client's contractual obligations and of any other obligation of the client that is provided for under this Charter of Obligations Towards Consumers.
- Non-fulfilment of the Company's obligations due to the liability or will of the client.
- Unsubstantiated claim of the client.
- Proven liability of the client or third person.
- Proven incapacity of the Company.
- Non-fulfilment of the Company's obligations due to acts or omissions of other organisations with which the Company collaborates.
- Postal items whose content prohibits their shipment or their possession by the sender and/or recipient pursuant to the provisions of international agreements or national or community legislation, as well as postal items whose content has been seized or destroyed by the competent Authorities.
- Actions or acts that violate the laws of Greece.

## APPENDIX (I) of the CHARTER OF OBLIGATIONS TOWARDS CONSUMERS

### Municipalities and Communities of the Prefecture of Thessaloniki

Municipality of Aghios Athanasios	Municipality of Koufalia
Municipality of Aghios Georgios	Municipality of Lagadas
Municipality of Aghios Pavlos	Municipality of Lachanas
Municipality of Ampelokipi	Municipality of Maditos
Municipality of Axios	Municipality of Menemeni
Municipality of Apollonia	Municipality of Michaniona
Municipality of Arethousa	Municipality of Mikra
Municipality of Assiros	Municipality of Migdonia
Municipality of Vasilika	Municipality of Neapoli
Municipality of Vertiskos	Municipality of Panorama
Municipality of Egnatia	Municipality of Pefka
Municipality of Eleftherio – Kordelio	Municipality of Polichni
Municipality of Epanomi	Municipality of Pilaia
Community of Efkarpia	Municipality of Rentina
Municipality of Evosmos	Municipality of Sochos
Municipality of Echedoros	Municipality of Stavroupoli
Municipality of Thermaikos	Municipality of Sikies
Municipality of Thermi	Municipality of Triandria
Municipality of Thessaloniki	Municipality of Chalastra
Municipality of Kalamaria	Municipality of Chalkidona
Municipality of Kallithea	Municipality of Chortiatis
Municipality of Kallindoia	Municipality of Oraiokastros
Municipality of Koroneia	

**NOTICE TO THE CUSTOMERS OF  
ECONT HELLAS SINGLE-MEMBER LIMITED LIABILITY COMPANY  
ON THE PROCESSING OF PERSONAL DATA**

**A. Controller**

The company under the trade name ECONT HELLAS SINGLE-MEMBER LIMITED LIABILITY COMPANY (and distinctive title ECONT HELLAS), having its registered offices in Thessaloniki (98, 26<sup>th</sup> Oktovriou street, P.C. 546 27, telephone no.: 2310411544, email: [econt\\_hellas@econt.com](mailto:econt_hellas@econt.com), [dpogr@econt.com](mailto:dpogr@econt.com)), (hereinafter the “**Company**”), would like to inform its customers, in its capacity as controller, pursuant to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 [General Data Protection Regulation (GDPR)] and the relative provisions of the Greek legislation on the protection of personal data, as said provisions are in force, (a) of the type of personal data that the Company collects, (b) of the source from which the personal data originate, (c) of the purposes for which the Company collects and processes personal data, (d) of any possible recipients of the personal data, (d) of the duration for which the personal data are kept, (e) of any disclosure of the personal data outside the European Union, (f) of your rights as concerns your personal data as customers of the Company and (g) of the manner in which you can exercise your rights.

**B. Type of personal data that are collected and the source from which they originate**

The personal data that the Company collects and processes are the following:

1. **Information that are required for your identification and for invoicing purposes**, full name, tax registration number and tax office.
2. **Your contact information**, postal and electronic address and telephone number (landline and mobile telephone number).
3. **Information relating to your payments**, credit cards and settlements / debts.
4. **Information relating to your transactions**, history of transactions, etc.

The personal data of points 1, 2 and 3 above are provided to the Company by you –the customer– and are required for the conclusion and performance of your contract with the Company (e.g. ordering and delivering products to your home address), which would not be possible if you refuse to provide these personal data. The provision of personal data that relate to the Company’s customer reward program is optional. Any refusal on your part to provide these particular personal data excludes you from participating in the program.

Personal data relating to your transactions, payments and debts, as well as personal data that are provided for the purposes of your participation in the Company's customer reward program, arise from your transactions and business relationship with the Company and are kept by the Company.

### **C. Purpose and legal basis for the processing of your personal data**

The Company collects and processes the aforementioned personal data of its customers for the following purposes and legal bases:

#### **1. The provision of products / services**

The personal data of points 1, 2 and 3 of paragraph B above that relate to your identification and contact information are processed for the purpose of providing services to you on the basis of the order you have placed, while the processing of these data is lawful only if and to the extent the processing is necessary for the performance of your contract with the Company (payment, order updates, delivery of products, etc.), pursuant to paragraph 1(b) of article 6 of the General Data Protection Regulation (GDPR).

#### **2. The invoicing of products / services**

The personal data under points 1, 2 and 3 of paragraph B above that relate to your payments are subject to further processing for the purpose of invoicing the Company's products / services, while the processing of these data is lawful only if and to the extent the processing is necessary for the Company's compliance with its legal obligations that emanate from the tax legislation, pursuant to paragraph 1(c) of article 6 of GDPR.

### **D. Transfer of personal data – Recipients**

In order to carry out its activities and fulfil its obligations, the Company discloses the personal data of its customers to certain categories of persons or organisations (recipients). These persons have access only to that personal data that is absolutely necessary for the purpose of carrying out the duties and providing the services they have undertaken vis-à-vis the Company. These categories of recipients are the following:

1. Processors: the Company collaborates with the following persons who process the personal data of its customers on its behalf so that they can carry out their legal and contractual obligations:
  - providers of accounting services
  - providers of IT system support services

under the condition that the personal data are kept confidential.

2. Financial institutions, to the extent the transfer / disclosure of personal data is required for the completion of the transaction.
3. The competent tax authorities, pursuant to the tax legislation that is in force.
4. Lawyers, provided the transfer / disclosure of personal data is necessary for the exercise of the Company's rights and the protection of its legal interests.
5. Court bailiffs, notaries public, judges, prosecuting and police authorities and auditing authorities, provided the transfer / disclosure of personal data is stipulated by the legislative provisions that are in force or by court rulings or following a lawful request that is made by aforementioned persons during the performance of their duties.

#### **E. Storage period**

As a customer of the Company, your personal data, following the completion of a transaction, are kept for the period of time that is specified by the provisions of the tax legislation and, in the case of a claim, until the statute of limitations of the relative claim expires.

If, until the time of the above periods expire, court proceedings that involve the Company and that concern you directly or indirectly are in progress, the Company will continue to keep your personal data until a final court ruling is issued.

Following the expiry of the above periods, your personal data are deleted (erased) / destroyed according to the Company's data destruction policy.

#### **F. Transfer of personal data outside the European Union**








The Company does not transfer your personal data to third countries outside the European Union.

#### **G. Your rights in relation to your personal data and how you can exercise them**

As customers of the Company, you have rights as to your personal data that are processed by the Company pursuant to the provisions of articles 15 – 22 of GDPR.

The table below lists the rights you have per purpose of processing and their corresponding legal basis. For each right listed in the table, you will find detailed information (meaning, the manner in which and the deadline within which the right must be exercised) and the relative form that must be completed and filed.

If you wish to exercise a particular right, you must complete the corresponding form and send it to the Company electronically at [econt\\_hellas@econt.com](mailto:econt_hellas@econt.com) or by post at Thessaloniki - Sfagea, str. 26th OCTOBER 98. It should be noted that if there are any reasonable doubts as to the identity of the data subject, the Company may ask for additional information for the purpose of verifying the identity of the data subject.

		RIGHTS							
		Access (article 15)	Rectification (article 16)	Erasure (article 17)	Restriction (article 18)	Portability (article 20)	Object (article 21)	Automated decision-making (article 22)	Withdrawal of consent (article 7.3)
PURPOSE	LEGAL BASIS								
The provision of products or services to customers in general (identification and contact information)	Performance of a contract [paragraph 1(b) of article 6 of GDPR]	X	X	X	X	X			
Invoicing products / services	Compliance with a legal obligation [paragraph 1(c) of article 6 of GDPR] + tax legislation	X	X		X				

It should be noted that the Company has the right, in any case, to refuse –in part or in whole– to satisfy your request to limit the processing of or to delete your personal data if the processing or storage of your personal data is necessary for the purpose of establishing, exercising or protecting its legal rights or fulfilling its legal obligations.

The Company is required to reply to your request within one (1) month of the date it receives the request. The deadline may be extended for an additional period of two (2) months if the Company deems this

necessary according to its judgment, taking into consideration the complexity of the request and the number of requests the Company has to respond to. In such a case, the Company will inform you of the possibility of extension, as well as of the reasons for the delay, within one (1) month of the day it receives your request.

If the Company does not proceed in any action in relation to your request at the time the above rights are exercised or if, following the Company's response, you believe your rights have been violated, you may file a complaint with the Hellenic Data Protection Authority, 1-3 Kifisias avenue, 115 23, Athens, via email at <https://www.dpa.gr/> or via telephone at 210 6475600.

For any matter that concerns the protection of your personal data, you are kindly requested to contact the Personal Data Manager of ECONT HELLAS via telephone at 6978 775 824 or via email at [pchristidis@bluevalue.gr](mailto:pchristidis@bluevalue.gr).

<b>DATA ERASURE REQUEST FORM</b>	
<b>[article 17 of the General Data Protection Regulation (GDPR)]</b>	
<b>To</b>	
<b>The company under the trade name:</b> ECONT HELLAS Single-Member Limited Liability Company	
<b>Postal Address:</b> 98, 26 <sup>th</sup> Oktovriou street, Thessaloniki, 546 27	
<b>Telephone:</b> 2310411544	
<b>Email:</b> econt_hellas@econt.com	
<b>Application No. / Date</b>	
<b>SECTION 1: Details of the Applicant</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 2: Are you the data subject?</b>	
<input type="checkbox"/> YES, I am the data subject <input type="checkbox"/> NO - I am acting on behalf of the data subject.	
A) In case of any reasonable doubt as to the identity of the data subject, we may	

request additional information in order to confirm his or her identity.  
B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.

**SECTION 3: Details of the Data Subject  
(if different from section 1)**

Name	
Surname	
Email address	
Telephone number	

**SECTION 4: Reasons for Erasure Request**

Please supply us with the reason you wish your data to be erased by checking the appropriate box below:

- you feel your personal data is no longer necessary for the purposes for which they were originally collected.
- you no longer consent to our processing of your personal data.
- you object to our processing of your personal data.
- you feel your personal data has been unlawfully processed.
- you feel we are subject to a legal obligation that requires the erasure of your personal data.
- you represent a child or you were a child at the time of the data processing and you would like the personal data that have been collected in relation to the offer of information society services to be erased.

Justification:

**SECTION 5: Description of the request – Additional information**

Please describe the information you wish to erase. Please provide any relevant information concerning your request, if such exist:

If you would like to submit additional documentation in relation to your request, please attach them to this request form.

**How would you like to receive your reply?**

<input type="checkbox"/> By email				
<input type="checkbox"/> By post	Street	No.	City	Postal Code
<input type="checkbox"/> From our offices				

**NOTICE**

*The Company will provide its reply **free of charge** without delay, and in any case within one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be **charged a reasonable fee**.*

*The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)) and/or appeal to the competent courts.*

<b>Signature</b>	<b>Date</b>

**Attached documents**

- 1) Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.
- 2) Additional documentation concerning the request for erasure.

<b>DATA RECTIFICATION REQUEST FORM</b> <b>[article 16 of the General Data Protection Regulation (GDPR)]</b>	
<b>To</b> <b>The company under the trade name:</b> ECONT HELLAS Single-Member Limited Liability Company <b>Postal Address:</b> 98, 26 <sup>th</sup> Oktovriou street, Thessaloniki, 546 27 <b>Telephone:</b> 2310411544 <b>Email:</b> econt_hellas@econt.com	
<b>Application No. / Date</b>	
<b>SECTION 1: Details of the Applicant</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 2: Are you the data subject?</b>	
<input type="checkbox"/> YES, I am the data subject <input type="checkbox"/> NO - I am acting on behalf of the data subject.	
A) In case of any reasonable doubt as to the identity of the data subject, we may request additional information in order to confirm his or her identity. B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.	
<b>SECTION 3: Details of the Data Subject</b> <b>(if different from section 1)</b>	
Name	



one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be **charged a reasonable fee**.

The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)) and/or appeal to the competent courts.

<b>Signature</b>	<b>Date</b>
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**Attached documents**

- 1) Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.
- 2) Additional documentation concerning the request for rectification.

**OBJECTION TO PROCESSING REQUEST FORM**  
**[article 21 of the General Data Protection Regulation (GDPR)]**

**To**  
**The company under the trade name:** ECONT HELLAS Single-Member Limited Liability Company  
**Postal Address:** 98, 26<sup>th</sup> Oktovriou street, Thessaloniki, 546 27  
**Telephone:** 2310411544  
**Email:** econt\_hellas@econt.com

<b>Application No. / Date</b>	
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**SECTION 1: Details of the Applicant**

Name	
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Surname	
Email address	
Telephone number	
<b>SECTION 2: Are you the data subject?</b>	
<input type="checkbox"/> YES, I am the data subject <input type="checkbox"/> NO - I am acting on behalf of the data subject.	
<p>A) In case of any reasonable doubt as to the identity of the data subject, we may request additional information in order to confirm his or her identity.</p> <p>B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.</p>	
<b>SECTION 3: Details of the Data Subject (if different from section 1)</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 4: REASONS FOR OBJECTION TO PROCESSING</b>	
Please supply us with the specific reason(s) for which you object to the processing of your personal data by our Company and specify the type of data for which you exercise this right:	
<b>SECTION 5: Description of the request – Additional information</b>	
Please provide more information concerning your request, if such exist:	

If you would like to submit additional documentation in relation to your request, please attach them to this request form.

**How would you like to receive your reply?**

<input type="checkbox"/> By email				
<input type="checkbox"/> By post	Street	No.	City	Postal Code
<input type="checkbox"/> From our offices				

**NOTICE**

*The Company will provide its reply **free of charge** without delay, and in any case within one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be **charged a reasonable fee**.*

*The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)) and/or appeal to the competent courts.*

<b>Signature</b>	<b>Date</b>

**Attached documents**

**1)** Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.

2) Additional documentation concerning the objection request.

**RESTRICTION OF PROCESSING REQUEST FORM**  
**[article 18 of the General Data Protection Regulation (GDPR)]**

**To**

**The company under the trade name:** ECONT HELLAS Single-Member Limited Liability Company

**Postal Address:** 98, 26<sup>th</sup> Oktovriou street, Thessaloniki, 546 27

**Telephone:** 2310411544

**Email:** econt\_hellas@econt.com

**Application No. / Date**

**SECTION 1: Details of the Applicant**

Name

Surname

Email address

Telephone  
number

**SECTION 2: Are you the data subject?**

- YES, I am the data subject  
 NO - I am acting on behalf of the data subject.

A) In case of any reasonable doubt as to the identity of the data subject, we may request additional information in order to confirm his or her identity.

B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.

**SECTION 3: Details of the Data Subject**  
**(if different from section 1)**

Name

Surname

Email address

Telephone  
number

**SECTION 4: REASONS FOR RESTRICTION**

Please supply us with the reason(s) you wish the processing of your data to be restricted by checking the appropriate box below:

- you doubt the accuracy of your personal data and you request that the processing of the same is restricted until our Company can verify their accuracy;
- you consider the processing unlawful and do not wish for your data to be deleted, but rather for their processing to be restricted;
- your data are no longer necessary in relation to the purposes for which they were processed, however you request their preservation for the establishment, exercise or defence of legal claims.
- you object to the processing, in accordance with article 21 paragraph 1 of the GDPR, and it remains to be seen whether our Company’s legitimate reasons override your legal claims.

Justification:

**SECTION 5: Description of the request – Additional information**

Please describe the personal data in particular whose processing you wish to restrict and/or provide more information concerning your request, if such exist:

If you would like to submit additional documentation in relation to your request, please attach them to this request form.

**How would you like to receive your reply?**

<input type="checkbox"/> By email				
<input type="checkbox"/> By post	Street	No.	City	Postal Code
<input type="checkbox"/> From our				

offices	
<p><b>NOTICE</b></p> <p><i>The Company will provide its reply <b>free of charge</b> without delay, and in any case within one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be <b>charged a reasonable fee</b>.</i></p> <p><i>The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority (<a href="http://www.dpa.gr">www.dpa.gr</a>) and/or appeal to the competent courts.</i></p>	
<b>Signature</b>	<b>Date</b>
<p><b>Attached documents</b></p> <p><b>1)</b> Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.</p> <p><b>2)</b> Additional documentation concerning the request for restriction of processing.</p>	

<p><b>DATA SUBJECT ACCESS REQUEST FORM</b></p> <p><b>[article 15 of the General Data Protection Regulation (GDPR)]</b></p>
<p><b>To</b></p> <p><b>The company under the trade name:</b> ECONT HELLAS Single-Member Limited Liability Company</p> <p><b>Postal Address:</b> 98, 26<sup>th</sup> Oktovriou street, Thessaloniki, 546 27</p> <p><b>Telephone:</b> 2310411544</p> <p><b>Email:</b> econt_hellas@econt.com</p>

<b>Application No. / Date</b>	
<b>SECTION 1: Details of the Applicant</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 2: Are you the data subject?</b>	
<input type="checkbox"/> YES, I am the data subject <input type="checkbox"/> NO - I am acting on behalf of the data subject.	
<p>A) In case of any reasonable doubt as to the identity of the data subject, we may request additional information in order to confirm his or her identity.</p> <p>B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.</p>	
<b>SECTION 3: Details of the Data Subject (if different from section 1)</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 4: Description of the Request - Additional information</b>	
<p>Please check the appropriate box below:</p> <p>A. Are you requesting confirmation as to whether personal data concerning you are being processed by our Company?</p> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<p>B. Are you requesting from our Company information regarding the processing of your data (e.g. purposes of the processing, recipients, the envisaged period for which the personal data will be stored, etc.)?</p>	

YES

NO

C) Are you requesting access to specific data or a copy thereof?

YES

NO

D. In case you request access to specific data or a copy thereof, please describe which specific personal data you wish to receive:

E) Please provide any relevant information concerning your request, if such exist:

If you would like to submit additional documentation in relation to your request, please attach them to this request form.

**How would you like to receive your reply?**

By email

By post

Street

No.

City

Postal Code

From our  
offices

**NOTICE**

*The Company will provide its reply **free of charge** without delay, and in any case within one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be **charged a reasonable fee**.*

*The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to*

*have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)) and/or appeal to the competent courts.*

<b>Signature</b>	<b>Date</b>
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**Attached documents**

1) Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.

2) Additional documentation concerning the data subject access request.

<b>DATA PORTABILITY REQUEST FORM</b>	
<b>[article 20 of the General Data Protection Regulation (GDPR)]</b>	
<b>To</b>	
<b>The company under the trade name:</b> ECONT HELLAS Single-Member Limited Liability Company	
<b>Postal Address:</b> 98, 26 <sup>th</sup> Oktovriou street, Thessaloniki, 546 27	
<b>Telephone:</b> 2310411544	
<b>Email:</b> econt_hellas@econt.com	
<b>Application No. / Date</b>	
<b>SECTION 1: Details of the Applicant</b>	
Name	
Surname	
Email address	
Telephone number	
<b>SECTION 2: Are you the data subject?</b>	
<input type="checkbox"/> YES, I am the data subject <input type="checkbox"/> NO - I am acting on behalf of the data subject.	

A) In case of any reasonable doubt as to the identity of the data subject, we may request additional information in order to confirm his or her identity.

B) If you are acting as the representative of the data subject, we kindly request you attach a copy of his or her authorisation or any other relevant document, particularly if the request concerns the personal data of a child.

**SECTION 3: Details of the Data Subject  
(if different from section 1)**

Name	
Surname	
Email address	
Telephone number	

**SECTION 4: Request Description – Additional data**

Do you wish:

to receive in person the personal data concerning you, which you have provided to our Company as controllers and which have been processed by automated means **based on your consent or the agreement concluded between us**, in a structured, commonly used and machine-readable format?

**to have the said personal data transmitted directly** by our Company to another controller, where technically feasible, with the following particulars:

Full name of controller				
Postal address	Street	Number	City	Postal Code
Email address				
Telephone number				

Please describe your request in particular as well as specify the type of data for which you submit this request:

If you would like to submit additional documentation in relation to your request, please attach them to this request form.

How would you like to receive your reply?				
<input type="checkbox"/> By email				
<input type="checkbox"/> By post	Street	No.	City	Postal Code
<input type="checkbox"/> From our offices				
<p><b>NOTICE</b></p> <p><i>The Company will provide its reply <b>free of charge</b> without delay, and in any case within one (1) month of the date this Request Form is received. If, however, your request is complicated or in case a large number of requests has been received, you will be notified within the aforementioned period of one (1) month if the Company needs to extend the time by an additional two (2) months' time within which it will reply to your request. If your request is manifestly unfounded or excessive, in particular because of its repetitive character, you may be <b>charged a reasonable fee</b>.</i></p> <p><i>The personal data that are provided with this Request Form are subject to processing so that the Company may determine whether the request concerning the protection of your personal data could be accommodated [as provided for under Regulation (EU) 2016/679]. Persons who process personal data on behalf of the Company are likely to have access to these data. The reply will not be provided via an automated decision-making mechanism. You have the right of access, rectification, erasure, restriction and objection to the processing of this Request Form and if your request is not accommodated you have the right to file a complaint with the Hellenic Data Protection Authority (<a href="http://www.dpa.gr">www.dpa.gr</a>) and/or appeal to the competent courts.</i></p>				
<b>Signature</b>		<b>Date</b>		
<p><b>Attached documents</b></p> <p><b>1)</b> Authorisation of the data subject or other relevant documentation, particularly if the data subject is a child, that authorises you to complete and sign the request form.</p> <p><b>2)</b> Additional documentation concerning the request to data portability.</p>				

### **What are cookies**

Cookies are small files that contain information that a website stores on a user's or visitor's computer so that every time a user or visitor connects to a webpage the webpage remembers the information and provides the user services relative to this information. A characteristic example of this information are a user's preferences on a webpage, as these preferences are stated via the choices the user makes on the particular webpage (e.g. selection of specific 'buttons', searches, advertisements, etc.).

Paragraph 5 of article 4 of Greek Law 3471/2006 states that the storage of and access to information that is stored on a user's computer is permitted only if and to the extent that the subscriber or user has given his consent thereto after he has been fully informed.

As an exception to the above obligation of consent, paragraph 5 of article 4 of Greek Law 3471/2006 provides for the case of storage of and access to information for the sole purpose of "carrying out or facilitating the transmission of a communication over an electronic communications network or that is necessary for the provision of an information society service that has been explicitly requested by the user or subscriber".