

# TERMS OF SALE

## 1. Introduction

The present Terms of Sale (the “Terms”) regulate the use and transactions conducted on our e-commerce store (the “online store”), which is made available through our website [www.hau.gr](http://www.hau.gr) (the “Website”). The term “users”/ “you” refers to all natural and/ or legal persons who place an order on the Website for one or more of our Products (as defined below) that are listed and displayed in the online store. In these Terms “we” refers to the association under the name “Hellenic American Union”, which is established in Athens (22 Massalias St., 10680 Athens, Greece), with VAT number 090001910, Tax Authority D Athinon and email address: [info@hau.gr](mailto:info@hau.gr) (the “HAU”), while the term “Products” refers to training programs and seminars that we organize and conduct, products (e.g. educational books, training materials for language competency examinations.) and services (including, the provision of students’ enrolment for language competence examinations).

These Terms form a legally binding contract of sale (the “Agreement”) between you and HAU.

By placing your order, you indicate your unconditional acceptance of these Terms. If you disagree with the Terms or do not want to be bound by them, please refrain from any transactions or use of our online store. If you refuse to accept these Terms, you will not be able to order any Products from the Website. The present Terms are not applicable when you use the Website exclusively for browsing or gathering information.

## 2. Information concerning the Products

2.1. The presentation of the Products on the Website has the character of an invitation to users to submit a contract proposal and such presentation is not in any way a commitment of HAU regarding the availability and sufficiency of the Products. HAU reserves the right to freely choose the Products it displays on the Website and to modify, renew and/ or withdraw them at any time without prior notice. The same applies to its pricing policy.

2.2. The description of the Products of third parties/ suppliers is made by the suppliers themselves whose details are given on the Product; as a result, we cannot control nor be responsible for the truth or accuracy of the information included in the description.

2.3. All prices are in euros and include VAT, where applicable.

2.4. The description of the Products may contain typographical errors or other errors or inaccuracies and may not be complete or up to date. We reserve the right to correct any errors, inaccuracies or omissions at any time and to change or update information on the Website without prior notice. We also reserve the right to refuse to fulfil any orders you have submitted when information on the Products may contain mistakes or inaccuracies, including inaccuracies, or out-of-date information about prices, shipping, payment terms or return policies. If we find an error in the price of any of the Products you have ordered, we will notify you as soon as possible and we will give you the opportunity to re-confirm your order at the correct price or to cancel it. If we are unable to contact you, we will assume that the order has been cancelled.

## 3. Procedure

### 3.1. User registration

3.1.1. To provide you better service and facilitate your future purchases, we require you to register as a user of the Website on your first order by filling in personal information in the corresponding registration form. User registration at the Website is free of charge. Each user is registered once. All steps necessary for placing an order are detailed below.

3.1.2. In order to register and make a transaction thereafter on the Website you must be over 15 years of age. Neither the Website nor the online store is intended for use by persons under the age of 15, who are not allowed to share data or information with us.

3.1.3. You are responsible for the information you provide to the HAU and your user registration at the Website is solely based on your statement regarding your personal data. The data entered at the time of the registration must be complete, accurate and up to date. When registering on behalf of a legal entity, you warrant that you are duly authorised to do so and that the legal person, granting you access, has obtained reasonable assurances that you will comply with the Terms set forth herein.

3.1.4. When registering, you may (a) see the contents of your Shopping Basket. You can review or make changes to the Products in your Shopping Basket at any time until the order is completed; (b) complete the order and choose one of the payment options provided in the online store; (c) log in into your account history; and (d) modify your account details.

### **3.2. Order placement**

To order Products from our Website, please use the following instructions:

- (a) When you visit the page of the particular Product you are about to order, please click the “Add to Basket” button;
- (b) Once you have chosen all the Products you would like to order, click the “Shopping Basket” button;
- (c) Once you are on the “Shopping Basket” page, click the “Proceed to Checkout” button. You will then either be asked to register or to sign in to your user account;
- (d) Once you are on the “Checkout” page, please enter the necessary billing and shipping address details.
- (e) Once you have provided all the necessary details and before submitting your order, you will be given the opportunity to review your selection, check the total price of your order and correct any input orders.

Upon completing your order request, you will see your total order and the details of the order. If you proceed to the completion stage of your order, you may pay for the Products you are interested in (per case as described in the Product page) by: a) credit/ debit/ pre-paid card. Specifically, we accept payments via VISA or MasterCard; b) bank payment code (RF code); or c) Cash on Delivery.

When placing an order, you warrant that you are an authorized user of the credit or debit card you are using to place the order and that there is sufficient balance to cover the costs of the Products.

### **3.3. Order confirmation**

Upon successful submitting the order, you will receive an automated order confirmation message, which will be sent to the e-mail address you have provided us with. Please note that such confirmation e-mail does not mean that your order has been accepted. Your order is you have made to purchase a Product. All orders are subject to our accepting them. If we are unable to supply you with a Product, we will make every effort to contact you either with a message sent to the email address you have provided us with, or by direct telephone contact, to arrange with you to change, correct, or cancel your order. If we cannot contact you for 7 working days, we will complete that part of your order which is available and cancel the rest. In any case, if your order is modified in any way, you will be notified with a new message to the e-mail address you have given us, and this message will also be the confirmation of your order under which your order will be executed. If the Products are to be delivered, their shipment of the Products will then take place under Article 3.6. below.

### **3.4. Change/ Cancellation of order**

3.4.1. An order can be changed or cancelled only if it has not been completed (e.g., an order cannot be changed or cancelled on or after the date of a program, seminar or language competence examination or on or after the date on which a book is dispatched). Otherwise, the full amount will be due, and any prepayments will not be refunded. Note that after the order is confirmed, it is NOT possible to change the stated delivery address for any reason.

3.4.2. If you fall within the definition of “consumer”, namely you are a natural person who is purchasing goods or services outside the course of his or her business or trade or any professional activity, you may exercise the right of withdrawal provided for in Article 3.5. below.

3.4.3. If you cancel or change your order as above and area entitled to a refund for a part or all of the price you have paid to HAU, we will refund this amount directly in a way agreed between us. If you receive money through a third-party payment service provider (such as credit card), you may be charged for a commission by that third party on the basis of its terms of use and operation, for which the HAU is not responsible.

3.4.4. For any further information, please consult the section “Contact us” mentioned below.

### **3.5. Withdrawal**

3.5.1. Users who make purchases from our online store as consumers (according to Article 3.4.2. above) may withdraw from the purchase within 14 days of receiving their order by sending (within the above deadline) the withdrawal notice attached in **Annex A** (the “Withdrawal Notice”) at withdrawal@hau.gr or, to the extent applicable, by sending the Withdrawal Notice together with the Product, provided that in this case both (Product and Notice) will be received by the HAU, at HAU’s address (22 Massalias St., 10680, Athens, Greece) within 14 days of receipt of the product.

3.5.3. If you exercise your right to withdraw from the purchase of a Product the following terms apply, depending on the category of the Product:

- (a) Returns must be made within 14 days of the exercise of your right of withdrawal via email.
- (b) For a refund to be accepted, the returned Product must be in the condition you received it, unused, complete with the original package of the item. We are entitled to delay the refund until we receive the Product back.
- (c) Return Products must be shipped to the above address and must be accompanied by the receipt and the Withdrawal Notice (even if you have already sent it electronically). You must be complete the Notice with the information requested and print and sign it. Then place the Notice in the return packet.
- (d) Provided the conditions in (a) to (c) above are met, you will be reimbursed for the price you have already paid, either directly by us or in cooperation with the affiliated payment provider.

We note that if the above terms are not met, your request for a withdrawal cannot be satisfied.

You cannot withdraw from your participation in training programs, seminars or language competence examinations conducted or organized by the HAU, on or after the date the relevant program, seminar or language competence examination takes place. In any such case, the full amount of the program, seminar or language competence examination will be due, and any prepayments will not be refunded.

### **3.6. Delivery of Products**

3.6.1. The Products you order will be delivered during normal business hours to the address which you give to us when you place your order, once payment in full, including all applicable delivery charges (if any), has been confirmed. Delivery will be made by standard or express courier. You can choose your delivery method while checkout.

3.6.2. The shipping cost will be automatically calculated on the shopping cart page.

3.6.3. If you exercise your right of withdrawal under Article 3.5, you must return the Products with a carrier of your choice and bear the cost and responsibility of the transport yourself. If you are returning a defective Product (if the conditions of Article 3.8 for defective Products or lack of agreed characteristic are met), you must contact us; we assume both the cost and the responsibility of the delivery of Products to us.

3.6.4. We shall not be liable to you if delivery is prevented or delayed for a cause beyond our reasonable control (e.g., delays of the courier company). If we are unable to meet the estimated delivery date due to a event beyond our control, we will contact you with a revised estimated delivery time.

3.6.5. We deliver only to Greece.

### **3.7. Return of Products & Refund policy**

3.7.1. Our goal is to ensure your complete satisfaction when you purchase our Products. However, if you receive a defective Product that is our fault or if any other problem arises from our fault, please contact our Customer Service department immediately through the “Contact Us” section for more details.

3.7.2. In all cases of return of Products due to a discovery of actual defect or established lack of agreed status from our fault, purchased from our online store, the following apply:

- (a) To be eligible for a refund, the Product should be in the condition you received it, unused, complete with the original package of the item.
- (b) The Product to be returned will only be received from the delivery address you stated when placing your order.
- (c) The returned Products must be shipped to HAU’s address (22 Massalias str., 10680, Athens, Greece) and must be accompanied by the Return Notice, attached in **Annex A** (the “Return Notice”).

(d) Provided the conditions in (a) to (c) above are met, you will be reimbursed for the price you have already paid, either directly by us or in cooperation with the affiliated payment provider. Note that if the above terms are not met, your request for return cannot be satisfied.

#### **4. Users' Obligations**

As a user of the online store you are obliged:

- (a) To provide complete, accurate and up-to-date personal information while registering at the online store;
- (b) To keep secret and not disclose your password to third parties. You are also obliged to immediately inform the online store by email at [eshopsupport@hau.gr](mailto:eshopsupport@hau.gr) for any unauthorized use of your user name and password. The online store is not responsible for unauthorized use of your password.
- (c) To sign out from your account at the end of each session.
- (d) To provide correct and accurate payment and delivery information for orders placed in the online store.
- (e) To refrain from accessing or attempting to access information and data (including personal data) of the Website for which there is no authorization or authority.

#### **5. Disclaimer**

5.1. To the extent permitted, we hereby exclude liability for any claims, losses, demands or damages of any kind relating to the Website or the data appearing on it, including, without limitation, direct, indirect, incidental or consequential losses or damages, loss of profits, loss of income, loss of data, loss of use or otherwise, whether the HAU has been advised of the possibility of such losses or not. The above will apply whether these claims, losses or damages arise from tort, under the Agreement, negligently, on the basis of applicable law or otherwise.

5.2. We cannot take responsibility for defects attributable to suppliers of the Products displayed on the Website. We cannot be held liable for defects beyond our control.

5.3 We are not responsible if you are entitled to the refund of part or all of the consideration for any delay of the cooperating payment service providers for the execution of the relevant order that we have given in due time.

5.4. We are not responsible for any loss or damage that may be caused by a denial of service attack, viruses, or other technologically harmful material that may infect your hardware, software, data, or other proprietary material as a result of the use of the Website or the downloading of any material posted on this or any linked website.

5.5. If you violate these Terms and do not take any further action, we will retain the right to use our rights and remedies in any other similar situation.

#### **6. Personal data**

Upon your registration, you consent to our processing your personal data as set forth in the Privacy Notice. If you wish to receive more information on the processing of your personal data by the HAU or you wish to exercise any of your rights relating to your personal data, please be referred to the HAU's Privacy Notice.

#### **7. Electronic Dispute Resolution**

In the event of a dispute that cannot be resolved amicably between us, you can follow the electronic resolution procedure. In particular, the Electronic Dispute Resolution Platform is directly linked to the Alternative Dispute Resolution (ADR) Competent Dispute Resolution Agents, which are responsible for dealing with complaints. In Greece, the competent body is the Independent Authority "Consumer Ombudsman". Guidelines for Electronic Dispute Resolution refer to the link below: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

#### **8. Applicable law and jurisdiction**

The Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) will be governed by Greek law. Any dispute or claim arising out of or in connection with the Agreement or its formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of Athens, Greece.

**9. Amendment of these Terms**

The HAU reserves the right to modify or revise freely these Terms whenever it deems it necessary and undertakes to inform you of any change through the online store. Any modifications will be effective from the date of its upload on the Website. Note that any change to these Terms is not applied to orders that have been placed within the online store prior to the entry into force of the modifications as above. By using the online store when amended as above you indicate your acceptance to the revised Terms.

**10. Contact us**

The Website belongs to the Hellenic American Union (Massalias St., no. 22, Postal Code 10680). If you have any questions about these Terms, the Products or the Website please email us at [info@hau.gr](mailto:info@hau.gr) or call us at +30 2103680900. For technical support please contact us at [eshopsupport@hau.gr](mailto:eshopsupport@hau.gr).