



Paschalis Hotel Apartments Terms and Conditions

Welcome to our website www.paschalis.com. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Paschalis.com's relationship with you in relation to this website.

The term '**Paschalis.com**' or '**us**' or '**we**' refers to the owner of the website Paschalis Hotel Apartments, a trading name of AP Paschalis & Sons Limited. The term '**you**' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use. These Terms and Conditions govern your rights and obligations, and those of Paschalis.com, in relation to any Services offered by Paschalis.com through our Website and other mediums we use. Please take some time to read through these Terms and Conditions. By registering with Paschalis.com and/or using the Website you accept and agree to be bound by these Terms and Conditions.

1. Definitions

For ease of reference, we use certain words in these Terms and Conditions given a specific meaning. These meanings are set out below:

- 1.1 "**Paschalis.com**" is used rather than paschalis.com
- 1.2 "**User**" means any party using the Website or who has registered with Paschalis.com to use the Website;
- 1.3 "**Services**" means the services offered by Paschalis.com via the website and/or telephone, facsimile and post.
- 1.4 "**T&C's**" means Terms and Conditions.
- 1.5 "**Website**" means Paschalis.com's website hosted at www.paschalis.com or such other website as Paschalis.com may use from time to time.

2. Registration

- 2.1 Each User agrees to register using their correct name, address, and other requested details. In the event that any such information changes the User must notify Paschalis.com of any such change.
- 2.2 User Names and Passwords where applicable
A user name and password may be allocated upon registration for use of the Services. This user name and password will be personal to the User. The User is responsible for all access to the Website and use of the Services using that user name and password. The User shall not disclose any user name, password or other security information supplied by Paschalis.com to any third party. This is applicable if a password is needed for use on any part of this website.

3. Services

Information Services

- 3.1 Users may access information, wording, data or graphics ("**Material**") posted on this Website by Paschalis.com and third parties. While Paschalis.com will take every reasonable care in relation to the provision of Material, to the extent permitted by law, Paschalis.com makes no representations or warranties regarding, nor are we responsible for the accuracy or completeness of, any Material on the Website, whether provided by Paschalis.com or third parties. The Material is not provided for any specific or general purpose. No reliance should be placed on the Material by the User.



- 3.2 The User acknowledges that all copyright, trademarks (registered or unregistered), know-how, design rights (registered or unregistered) and all other intellectual property rights in the Material, the Website and the Services shall belong to Paschalis.com or its licensor as the case may be and the User undertakes not to infringe any of the said rights. Other than to the extent required to access and view the Website, no copying, distribution, modification of the Website or any Material is permitted. Resale or supply of any Material is expressly prohibited. See our copyright notice.
- 3.3 The User acknowledges that certain Material is supplied under licence and that the intellectual property rights in such Material is owned by the licensor. Neither Paschalis.com nor the licensor will be responsible for any errors or corruption in the Material provided.
- 3.4 Paschalis.com grants the User a non-exclusive, non-transferable licence to use the Material on one Terminal at any one time, for which purpose a “**Terminal**” shall mean any identifiable device, portable or otherwise, through which the User can receive, process and/or retrieve and/or display the Material, including but not limited to all types of computer screens, monitors, displays, telephones, personal computers and pagers.
- 3.5 The Material is provided for the User’s personal use only.
- 3.6 The User shall ensure that third parties will not gain access to the Material in any manner, other than as set forth in the previous paragraph.
- 3.7 Paschalis.com shall be entitled to request the User to submit to an audit (which may include a personal visit) to ensure compliance with the requirements set out in these T&C’s.

4. Exclusions and Limitations

- 4.1 All conditions, warranties, representations or other terms implied by statute or common law as to the quality or nature of the services or otherwise are excluded to the fullest extent permitted by law. Paschalis.com will in no event be liable for any consequential or indirect loss or damage or for any loss of profit, data or business (howsoever caused and whether arising out of any negligence, breach of these conditions or otherwise).
- 4.2 Nothing in these T&C’s shall be construed as limiting or excluding liability for death or personal injury caused by the negligence of Paschalis.com, its directors, employees or agents.
- 4.3 **Reservation of Rights**
Paschalis.com reserves the right to remove from sale any goods or services, to cancel or withdraw listings or to suspend or cancel all or any of the Services for technical, legal or regulatory reasons. Wherever possible, Paschalis.com shall provide notice of such matters. Paschalis.com are not bound to allow a sale or exchange to proceed or to allow any User to take part in a sale or exchange nor are Paschalis.com required to offer any of the Services.
- 4.4 **Interruption to the Services**
The User accepts that computer and telecommunication systems are not fault free and may experience or require occasional periods of downtime (during which some or all of the Services will not be available) whether for upgrading, maintenance, repair, or otherwise, and Paschalis.com cannot guarantee uninterrupted availability. Paschalis.com will use all reasonable means to minimise such periods of non-availability. The User shall have no claim for breach of contract or otherwise in respect of any such period of non-availability.
- 4.5 **Indemnity**
The User shall indemnify Paschalis.com against any and all claims, damages, actions, liabilities, costs and expenses including reasonable lawyer’s fees and expenses arising out of:
(a) the User’s breach or non-observation of any of the terms of this agreement; or
(b) any breach or inaccuracy in any of the User’s representation or warranties;

5. User Information



The information you supply may be used to inform you of other services offered by Paschalis.com, or any of our subsidiaries, which we think, may be of interest to you. By accepting these T&C's Users consent to the use of their personal information in accordance with the terms of the privacy policy, which the User confirms it has accepted and read.

6. User Obligations

Restrictions

6.1 The User will not:

- (a) transmit any message anonymously or under a false name;
- (b) transmit any unlawful, obscene, threatening, harassing, abusive, libellous, pornographic, defamatory, profane or otherwise objectionable information of any kind, including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, under any applicable law;
- (c) transmit any message which discloses private or personal matters concerning any person;
- (d) transmit any information, file or software that contains a virus, worm, trojan horse or any other contaminating or destructive features;
- (e) transmit any data, message, image or program that would violate the property rights of others, including unauthorised copyrighted images, text or programs, trade secrets, trade marks or other confidential proprietary information;
- (f) interfere, in any way, with others use of or access to the Website; and

6.2 Suspension and Termination

Paschalis.com reserves the right to suspend or terminate provision of Services to any User which is or appears to be in breach of any of the provisions of these T&C's, including the provision of false registration details or other misuse of Services, or where the User is subject to a change of control or ownership. Any User who is suspended or has the provision of Services terminated may not re-register without Paschalis.com's prior consent.

6.3 Compliance with laws

The User undertakes to comply with all rules, statutes, of law, regulations and codes of practice in relation to the purchase, storage, use and sale of goods and services.

7. Breach and Insolvency

7.1 These T&C's are binding on Paschalis.com and the User. If either Paschalis.com or the User are in breach of these T&C's, the party not in breach may immediately terminate the User's registration with Paschalis.com by notifying the other in writing.

7.2 In the event that one party convenes a meeting of its creditors or if a proposal for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors is made or if one party shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of one party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of one party or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction), then the other party may terminate the User's registration with Paschalis.com by notifying the first party in writing.

8. General

8.1 Paschalis.com reserves the right to make alterations to these T&C's (including rates) from time to time. In such event, Users will be informed via Paschalis.com's home page on the Website. The provision of the Services will be governed by any altered Terms and Conditions 7 days after such T&C's appear. If any User does not wish to be governed by the



new version of the T&C's, that User should notify Paschalis.com and thereafter cease to use the Services with effect from the date when the new T&C's come into force.

- 8.2 Any notice to be given in writing under these T&C's will be validly served if given by email, fax or post to (in the case of the User) the contact methods given to Paschalis.com by the User or (in the case of Paschalis.com) to the appropriate contact methods on the Website.
- 8.3 Paschalis.com's rights under the T&C's may be exercised as often as necessary, are cumulative and not exclusive of its rights under the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right is not a waiver of that right.
- 8.4 Any right of rescission conferred upon Paschalis.com by the T&C's shall be in addition to and without prejudice to all other rights and remedies available to Paschalis.com.
- 8.5 The T&C's and the documents referred to in it constitute the entire agreement and understanding between the parties and supersede any previous agreement between the parties relating to the subject matter of the T&C's.
- 8.6 Paschalis.com may assign or sub-contract its rights or obligations under these T&C's. Assignment or sub-contracting of the User's rights and obligations will be permitted only with the prior written consent of Paschalis.com.
- 8.7 Each party acknowledges and agrees that in entering into the T&C's and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any representation, statement, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the T&C's or not) other than as expressly set out in the T&C's. Nothing in these T&C's shall, however, operate to limit or exclude any liability for fraud.
- 8.8 Neither party will be liable for any breach of these T&C's due to a matter outside that party's reasonable control.
- 8.9 If any provision of the T&C's becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of the T&C's or the legality, validity or enforceability in any other jurisdiction of that or any other provision of the T&C's.
- 8.10 Nothing in these T&C's is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either of the parties to act as agent for the other, and neither of the parties shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 8.11 These T&C's shall be governed and construed in accordance with the law of Cyprus and both parties hereby submit to the exclusive jurisdiction of the Cypriot courts.

9. In Addition:

- The content of the pages of this Website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.



- This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these T&C's.
- All trademarks reproduced in this Website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this Website from another website or document without Paschalis.com's prior written consent.
- Your use of this Website and any dispute arising out of such use of the Website is subject to the laws of Cyprus.