

# FRAMEWORK AGREEMENT

**Euronet Merchant Services Payment Institution**  
**Single Member Société Anonyme**  
Merchant Acquiring Services Framework Agreement

1. This document sets out the terms and conditions on which the company "Euronet Merchant Services Payment Institution Single Member Societe Anonyme", whose registered office is in the municipality of Kallithea, Attica, at 1 Sachtouris Street & Poseidonos Avenue, 17674, Greece ([www.epayworldwide.gr](http://www.epayworldwide.gr)), provides the entities under 1.1 ("Merchant or Merchants") with Merchant Acquiring Services and any Value Added Services.

1.1 It should be noted that this Framework Agreement concerns:

- (a) commercial companies and any legal person or
- (b) partnerships; or
- (c) sole proprietorships/freelancers.

1.2. Epay is a payment institution as according to law 4537/2018 licensed and supervised by the Bank of Greece (<https://www.bankofgreece.gr/en/main-tasks/supervision/supervised-institutions>).

## 2. DEFINITIONS AND INTERPRETATION

2.1 The following terms, when used in this Framework Agreement or any document referred to herein, shall have the following meanings:

**"Chargeback Ratio"** means either:

- (a) the ratio of the number of Chargebacks to the number of Transactions; or
  - (b) the ratio of the value of Chargebacks to the value of the Transactions,
- during a period of one calendar month.

**"Chargeback"**: a Transaction which is disputed by the Cardholder and there is a requirement by the Cardholder's payment service provider or the operator of the Card or Payment Scheme to reverse the Transaction and refund the amount of the Transaction to the Cardholder's Card.

**"Transaction Data"**: all information required or used by the operator of a Card or Payment Scheme or the Cardholder's payment service provider in order to process a Transaction, as well as any other information used or generated in the processing of Transactions in connection with the Contract.

**"Intellectual Property Rights"**: patents, copyrights, utility models, trademarks, design rights, database rights, trade secrets and other rights in confidential information, trade and business names and all other intellectual property rights of any kind, whether registered or unregistered, subsisting from time to time anywhere in the world.

**"Payment Network"**: the procedures and systems used to settle or route and process certain financial transactions in connection with the Transactions.

**"Instalments"**: service provided to Greek credit card holders that allows the Cardholder to pay equal monthly instalments for the purchase or lease of Merchant's Products/Services from the Merchant.

**"Epay Branding"**: the trademarks, service marks, trade dress, product presentation and other representations of epay and/or its affiliates' brand, together with all related marketing and promotional materials.

**"Confidential Information"**: any information which is marked as "Confidential" or "Proprietary" or should be reasonably expected to be confidential, having regard to the context of the disclosure or the nature of the information, including business plans, data, strategies, methods, customer lists, technical specifications, transaction data and customer data.

**"SEPA Direct Debit Mandate" or "Mandate"**: a mandate in favour of epay, by which the Merchant (a) authorises epay to send recurring instructions to the bank where the Merchant's Settlement Account is held, to debit the Merchant and (b) instructs the bank where the Merchant's Settlement Account is held, to debit the Merchant in accordance with the instructions of epay.

**"Merchant Application Form"**: the application form (MAF) provided by epay which the Merchant submits to epay for epay's assessment of possible cooperation with Merchant for the provision of the Services described herein and in which Merchant selects the exact Services it wishes to be provided and accepts the final cost thereof.

**"Business Day"**: any day other than a Saturday, Sunday or public or bank holiday in Greece.

**"Euro" or "EUR"**: the official currency of the European Union.

**"Effective Date"**: the date of signature of the Merchant Application Form. The Contract shall become effective subject to acceptance of the Merchant Application Form by epay and is certified by the sending of an acceptance notice (Welcome Letter).

**"Rules"**: all applicable rules, regulations and guidelines of any third party (and all policies or procedures that may be provided by epay to Merchant in connection with such rules, regulations and guidelines, including the Operating Guide), as they may exist from time to time and as applicable to the Services provided under the Contract, including, without limitation, those issued by the Card and/or Payment Networks together with any other applicable Card or Payment Scheme, as well as those issued by the national and regional automated clearing house networks and any other Payment Network through which transactions hereunder may be processed or acquired;

**"Card"**: a credit, debit, prepaid or other payment card issued under a Card Scheme whose payment transactions are able to be processed or settled by epay on the basis of the Contract.

**"Cardholder"**: in relation to any Card, the person in whose name the Card is issued.

**"Floor Limit"**: any monetary Transaction limit (as notified to the Merchant by epay from time to time) above which the Merchant must receive epay's approval before completing a Transaction. The Floor Limit may be established in connection to all Transactions, regardless of the type of Transaction, or for specific type(s) of Transaction(s), e.g. MO/TO Transactions or E-commerce Transactions, so as to be modified from time to time as notified to the Merchant.

**"Card Verification Code"**: a sequence of digits printed on a card (e.g. for Visa - CVV2, for Mastercard - CVC2), which is used to further authenticate the Cardholder's identity during a Card Not Present (CNP) transaction.

**"Merchant's Settlement Account"**: the Merchant's account in the banking institution under the name "Piraeus Bank Societe Anonyme Company" and the distinctive title "Piraeus Bank", with its registered office in Athens, 4 Amerikis street, with TAX number: 996763330 and number of registration : 157660660000, as this account is notified by the Merchant to epay in the name of the Merchant, into which the Payment shall be made after the Settlement, unless otherwise agreed in writing between the parties.

**"Merchant Code "MID" - Physical POS"**: the Merchant Code which relates to a specific point of establishment and activity, issued by epay and notified to the Merchant and which constitutes the unique identification code of the specific point of establishment/activity.

**"Merchant Code - "MID" - e POS"**: The Merchant code, which corresponds to each interface, is issued by epay, notified to the Merchant and constitutes the unique identification code of the specific interface.

**"Payment Services Laws"**: law 4537, Government Gazette I 84/15.5.2018 transposing the Payment Services Directive into Greek law and the regulations made thereunder, as amended from time to time.

**"Data Protection Laws"**: the applicable legislation protecting the Personal Data of natural persons, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, in conjunction with applicable legislation.

**"Payment Services Directive"**: the Payment Services Directive (EU) 2015/2366 (PSDII), as amended from time to time.

**"Operating Guide"**: the operating procedures issued by epay (as amended from time to time) in relation to the Services, including the relevant portions of the operating manuals, official rules, bulletins, notices and similar documents issued by the Card or Payment Schemes or Payment Networks in effect from time to time. The Operating Guide is available on the website : [EMS-operating-EMS-operating-guide.pdf \(epayworldwide.gr\)](https://www.epayworldwide.gr/EMS-operating-EMS-operating-guide.pdf).

**"Customer"**: any Cardholder who orders, purchases, leases or receives in any other way, any Merchant Product/Service in Card Transactions.

**"Micro Enterprise"**: any enterprise which, on the Effective Date, does not exceed the limits of at least two of the following three criteria:

(a) Total assets: EUR 350.000

(b) Net turnover: EUR 700,000

(c) Average number of employees during the reporting period: 10 persons.

**"Guarantee Amount":** represents the amount determined by epay and according to reasonable criteria, to secure any claims of epay against the Merchant, which may be provided by way of a personal guarantee or letter of guarantee or bank deposit pledge. Epay shall determine the Guarantee Amount on a case-by-case basis, based on the business risk borne by the Merchant and its policy.

**"Merchant Product/Service":** any good, product or service offered by a Merchant to its Customers, and which is ordered, purchased, leased or otherwise provided to a Customer pursuant to a Transaction.

**"Regulatory Requirements":** any law, statute, regulation, decision, rule, order policy or guideline in force under Greek and/or Community law, regulatory authority or any competent court or authority or any payment scheme (including, without limitation, banking payment systems, Card or Payment Schemes or any other payment system, clearing or settlement system or similar system used to provide the services provided for in the Contract and including, any applicable consumer protection laws, anti-money laundering laws and other laws and regulations) together with PCI DSS and/or any applicable voluntary codes of practice or guidelines which are generally adhered to in the payment services industry, including those endorsed by any Regulator in any jurisdiction.).

**"Regulator":** any government department or other regulatory, statutory or non-statutory entity, committee or body (including, without limit, the Card or Payment Schemes or the PCI SSC Security Standard) which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of epay or any of its Merchants.

**Piraeus Bank Pre-funded Transaction(s):** a series of Transactions made in connection with Instalments, where an amount of all Transactions from the series, except the amount of the first Transaction, was pre-funded to the Merchant by Piraeus Bank, under a separate agreement between the Merchant and the Piraeus Bank, as notified to epay by the Merchant and/or the Piraeus Bank;

**"Contract Year"** each period of 12-month period commencing on the Effective Date.

**"Contract":** cumulatively the Merchant Application Form, this Framework Agreement and the Welcome Letter.

**"Transaction":** any transaction between the Merchant and the Customer, whereby a Card is used for the purchase or lease of Merchant's Products/Services and/or a transaction for the reversal of such purchase or lease or a refund of a charge. If the Merchant accepts the purchase or lease of its Products/Services to be made in Installments, each Installment shall be considered as a separate Transaction and all Installments in connection with this purchase shall be considered as a series of Transactions.

**"E-commerce transaction":** a via the internet Transaction for the purchase, sale of goods and/or services.

**"CNP Transaction" or "Card not Present Transaction"**: a Transaction executed without the physical presence of the Card and the Cardholder at the point of sale, including E-Commerce Transactions and purchases by mail and by telephone (MO/TO Mail Order/Telephone Order, the data of which are presented by the Cardholder to the Merchant and/or epay via telephone or mail order).

**"Business Connection or Connection"**: each Merchant's interface with Epay - Ecommerce.

**"Card or Payment Scheme"**: any card payment scheme and/or system (such as VISA, MasterCard®, Union China Pay, American Express or others, including national or local systems) or bank payment scheme and/or system (such as direct banking systems, direct debit systems or bank transfer systems).

**"Terminal"**: a point of sale terminal and all other point of sale devices, hardware, associated equipment, software and other electronic, computer and telecommunications devices and equipment used by the Merchant to process Transactions, which conforms with such requirements as are set by the applicable Card Schemes and by epay, from time to time.

**"Third Party Terminal (MSP)"**: A Terminal leased, rented or otherwise provided to the Merchant by any person other than epay, through which Transactions are routed to the latter.

**"POS terminal(s)"**: Terminal(s) provided for use by epay to the Merchant.

**"Unattended POS Terminals"**: POS Terminal(s) for the Transaction processing without the intervention of the Merchant and/or any other person other than the Cardholder in the payment process.

**"Services"**: the Merchant Acquiring Services and the related Value-Added Services, as detailed in Schedules 1 and 2 hereto, respectively.

**"Digital POS terminals (Virtual POS)"**: electronic application provided by epay to the Merchant in order to be able to accept CNP Transactions.

**"3DS (Three Domain Secure)"**: the process of verification of electronic transactions with Cards, between the Merchant, the issuing Bank of the Card and the Cardholder, aiming at "Strong Customer Authentication".

**"Epay - eCommerce"**: platform provided by epay through which the Merchant can accept eCommerce Transactions, through Redirection or I-frame or Web Service or Pay by link or Virtual Pos or Batch File services.

**"PCI DSS"**: the PCI SSC security guidelines or standards.

**"PCI SSC"**: the Payment Card Industry Security Standards Council.

**"Token"**: a unique 16-digit sequence that meets the requirements of a valid Card number (validated by the Luhn algorithm) uniquely associated with a Merchant, a Card (hashed and encrypted) and a code generated by a Merchant through the Tokenization Service that uniquely identifies the specific Token request.

**2.2** The headings are for convenience only and shall not affect the drafting or interpretation of the Terms of the Framework Agreement.

**2.3** Reference to any agreement, contract or document shall be construed as a reference to it as amended or supplemented from time to time.

### **3. GENERAL ASSUMPTIONS OF THE CONTRACT**

**3.1.** Epay shall provide the Services to the Merchant in accordance with the Contract.

**3.2.** For the purposes of the Payment Services Laws, Merchant confirms on the date of signing the Merchant Application Form that: (a) is acting for the purposes of its trade, business or profession; and (b) has all legal rights and full title and capacity in accordance of all applicable Rules and Regulatory Requirements to sell and/or transact with Customers in respect of the Merchant's Products/Services to be acquired or routed by epay under the Contract. If the Merchant is not a Micro- Enterprise, the Merchant agrees that epay may provide the Services differently to the way prescribed in the Payment Services Laws and in such circumstances the applicable provisions of the Payment Services Laws shall not apply to the maximum extent possible under Articles 38 and 61 of the Payment Services Laws.

**3.3.** The Merchant acknowledges that epay operates solely as a payment service provider and that epay:

(a) under no circumstances acts as a seller, buyer, dealer, intermediary, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or trader of any of the Merchant's Products/Services and/or Value Added Services provided by third parties,

(b) makes no representations or warranties in respect of any Merchant Product/Services and/or Value Added Services provided by third parties and does not ensure the quality, safety or legality of any Merchant Product/Service and/or Value Added Services provided by third parties; and

(c) may, at its sole discretion, terminate the relationship between them if any certificate or legal document is requested by the Merchant and is not promptly produced.

**3.4.** Nothing in the Contract shall oblige epay to take any action or make any omission in breach of Regulatory Requirements.

### **4. REQUIRED DOCUMENTS & PROCEDURE**

**4.1** The Merchant must complete and sign the Merchant Application Form.

**4.2** As part of the application, the Merchant must provide the following:

(a). turnover data of the enterprise

(b). management accounts for the previous year

(c). proof of PCI Compliance Certificate

(d). the following details of the Merchant:

(i). Business Registration details



- (ii). company address
- iii). contact details
- iv). contact person; and
- v). relevant banking details (including Business Identification Codes and International Bank Account Numbers)
- (e). the Merchant's Certificate of Incorporation (if any) and the Article of Association
- (f). photo ID of the Merchant's contact person
- (g). audited financial statements for the last two years of the financial year
- (h). evidence of ultimate beneficial owner; and
- (i). a SEPA Direct Debit Order in favour of epay from the Merchant's Settlement Bank Account.

**4.3** As part of the application, the Merchant may be required to provide the following:

- (a). evidence of regulatory permits (if applicable)
- (b). copies of guarantees/warranties
- (c). copies of current marketing material used by the Merchant (if applicable)
- (d). a copy of the guarantees/warranties offered to consumers (if applicable); and
- (e). any other information requested at the discretion of epay.

**4.4.** Following acceptance by epay of the application, the Merchant shall

- (a). provide the Guarantee Amount, if requested by epay
- (b). maintain during the term of the Contract, a SEPA Direct Debit Order in favour of epay from the Merchant's Settlement Account,
- (c). pay the Activation/Installation Fee; and
- (d). maintain during the term of the Contract, a Merchant Settlement Account.

## **5. MERCHANT CATEGORY CODE (MCC)**

Based on the information provided by the Merchant about its business, epay, at its reasonable discretion in consideration of the Rules, assigns a Card acceptor code (Merchant Category Code/MCC) to the Merchant.

## **6. SETTLEMENT**

**6.1.** Epay shall pay to the Merchant the total amount of the Transactions effected with the Merchant, which have been properly submitted to epay by the Merchant for settlement by 12:00pm each day, in a daily batch file in accordance with the Operating Guide and pursuant to this Framework Agreement and accepted for payment by epay less:



- (a) the Supply, as defined in 4 – 4.2.2. of Schedule 3
- (b) any previous over- payment due to refunds or credits granted by the Merchant under Clause 7 (Refunds of Transaction Amounts).
- (c) all Chargeback Claims or other claims under Clause 8 (Disputed Transactions); and
- (d) all tax withholdings (if any) that apply or have been or will be taken into account in calculating payments to epay from a Card or Payment Scheme or a Card Issuer in relation to the Transaction referred to in this clause;
- (e) the Terminal Activation/Installation Fee, the Monthly Terminal Usage Charges, as well as any other amounts that the Merchant may be liable to pay to epay, as referred to in clause 1 of Schedule 3 of this Contract.

**6.2** All payments to the Merchant shall be made to the Merchant's Settlement Account.

**6.3** Payments shall be made to the Merchant no later than the end of the next Business Day after epay receives amount of a Transaction from the Card or Payment Schemes, unless the Merchant has chosen to use the All Week Pay Service, in which case payments shall be made to the Merchant no later than the end of the next (calendar) day after the Transaction date.

**6.4** The Merchant shall regularly check the accuracy of all payments to the Merchant under clause 6.1, to ensure that any Transactions that have been incorrectly accounted for are identified and notified to epay at the earliest possible opportunity. If Merchant is a Micro-enterprise Business, it must notify epay as soon as it becomes aware that a Transaction may have been incorrectly accounted for in settlement and in any event no later than thirteen (13) months after the Transaction date, unless epay has failed to make available not made information on the Transaction. If the Merchant is not a Micro-enterprise Business: (i) must notify epay as soon as it becomes aware that a Transaction may have been incorrectly accounted for in settlement and in any event within fifteen (15) Business Days of becoming aware of the error, unless epay has failed to make available information on the Transaction ; and (ii) shall not be entitled to dispute any Transaction or any Settlement Payment in respect of such Transaction after three (3) months after its occurrence, subject to any mandatory rules of a Card or Payment Scheme.

**6.5.** Any payment by epay under this Framework Agreement shall be without prejudice to any claims, rights or remedies that epay may have against the Merchant and shall not constitute any admission or acknowledgement by epay that the Merchant has duly fulfilled its obligations under the Framework Agreement or the correctness of the amount so paid.

**6.6.** Epay has the right, at any time and without notice, to set off any claims, costs, charges, penalties, and expenses that is incurred as a result of the breach of any term of the Contract by the Merchant, against amounts owed to the latter under Clause 6.1.

**6.7.** For Piraeus Bank Pre-Funded Transaction(s), epay shall pay to the Merchant the total amount of the first Transaction of this series effected with the Merchant, which have been properly submitted to epay by the Merchant in a daily batch file in accordance with the Operating Guide and pursuant to this Agreement and accepted for payment by epay less Discount applicable for this Transaction and less Discount applicable to all subsequent

Transactions of this series, which amounts (less applicable Discount) epay shall pay to the Piraeus Bank based on electronic notification provided by the Piraeus Bank on behalf of the Merchant to epay.

## **7. REFUNDS OF TRANSACTION AMOUNTS**

If the Merchant :

- (a) accepts a return from a Customer of any goods or software sold or licensed under a Transaction; or
- (b) agrees to make a refund or provide a rebate to a Customer of the amount of the Transaction or any part of the Transaction for any reason; or
- (c) if the Customer cancels the Transaction or is entitled, under the Merchant's return of goods or refund or rebate policy, to a refund or rebate of all or part of the amount of the Transaction,

then the Merchant shall give a refund or rebate to the Customer only by crediting the corresponding amount to the Customer's Card account (and in no other way, such as a cash refund) and the corresponding notification to epay in accordance with the Framework Agreement, provided that the Card is still valid. It is expressly agreed that in the event of a refund as described above, the Merchant will be charged the exact amount of the transaction to be refunded. If epay notifies the Merchant that the Merchant owes any amount to epay due to the any refund or rebate, the Merchant shall promptly transfer such amount to the bank account specified by epay.

## **8. DISPUTED TRANSACTIONS/ REVERSAL OF CHARGES**

**8.1.** Notwithstanding any other provision of the Framework Agreement or any authorization and/or authorization code numbers given in relation to the relevant Transaction or series of Transactions, epay shall be entitled to refuse payment to the Merchant of all or part of the amount of any Transaction (less the amount of the Supply as defined in Clause 4 of Schedule 3), or, if payment has been made, to debit the Settlement Account referred to in the order for such amount and/or to require the immediate refund of such amount by the Merchant in any of the following events:

- (a) the Customer returned the product to the Merchant or disputes the nature, quality, quantity, use or fitness of the goods sold and/or services rendered under the Transaction or alleges that the Merchant has breached the terms of the sales or service contract entered into between the Merchant and the Customer or any representation or warranty made by the Merchant to the Customer;
- (b) the Customer disputes or denies that the sales or service contract with the Merchant was entered into by him or that delivery of the goods sold and/or performance of the services rendered under the Transaction was received by him or alleges that the payment instruction has been given or altered without his knowledge, consent or authorization;
- (c) the sales or service contract entered into between the Merchant and the Customer in relation to the goods and/or services rendered under the Transaction is void or voidable at law or the use of the Card or the performance of any person's obligations under such sale or service contract involves any illegal or unlawful act;

(d) the Customer or the issuer of the Card claim that the Card used to effect the Transaction is counterfeit, or the Customer alleges that the Transaction is in any way fraudulent or tainted or affected by fraud or forgery, whether or not the Merchant was aware thereof;

(e) the Transaction is not submitted for settlement by the Merchant within one (1) Business Day of the Transaction Date;

(f) payment in relation to the Transaction has been made mistakenly or wrongly by epay or by the Customer to the Merchant;

(g) the Merchant has not been granted approval for the Transaction or series of Transactions as required under the Framework Agreement.

(h) the Card used for the Transaction is not a valid Card or is expired;

(i) the Merchant does not furnish to epay the original or copy or printout of any statement, bill or invoice or other document or record relating to the Transaction as soon as reasonably possible upon request, as required by epay;

(j) in seeking authorization for a Transaction, the Customer's name and/or the name of the Card or the Card's account number and/or the Card's validity period and/or any other details were given to epay incorrectly (whether or not as a result of the Merchant's fault or neglect);

(k) a Chargeback claim relating to the Transaction is received by epay or the issuer of any Card refuses for any reason to settle any Transaction.

(l) in the judgment of epay there is fraud, forgery or suspicious circumstances surrounding any Transaction.

(m) there has been a material breach by the Merchant of any of its other obligations under the Framework Agreement or of any security measures or guidelines issued by epay, the Card Schemes or the competent authorities.

(n) the alleged Transaction covers a transaction whereby the Merchant pays the Customer (sham transaction); or

(o) there has been use or attempted use of transactions receipts of a specific Transaction for a duplicative or multiplicative credit to the Merchant, resulting in a fictitious or fraudulent Transaction against .

**8.2** If the disputed transactions and the amounts refunded to Customers due to such disputes exceed 0.5% of the amount of all monthly Transactions for a period of two (2) months, the Merchant shall be obliged to take all appropriate measures for the decrease of the percentage of disputed transactions and the refunded amounts.. If Merchant does not take or does not take to a satisfactory extent, all appropriate measures for the decrease of such percentages, the Merchant shall fully indemnify epay for any fine that might be imposed on epay by any authority or agency. Epay shall make available to the Merchant the relevant list of such fines, upon request.

**8.3** In the event that epay invokes against the Merchant the occurrence of any of the above circumstances, the Merchant shall be entitled to request epay to provide information reasonably sufficient to prove them and epay shall make reasonable efforts to obtain and provide such information, provided, however, that epay shall not be obliged to provide information that it does not possess or any information with respect to which it is under a confidentiality obligation. Epay shall notify the Merchant as soon as reasonably possible in respect of any Chargeback Claim from the issuer or other issuer of the Card and in each case in accordance with the respective Rules. Epay's reasonable determination of whether any of the events in Clause 8.1 have occurred shall be final and binding on the Merchant unless the Merchant can provide evidence to epay that such event did not occur. If epay proceeds to any payment it had the right to refuse hereunder, the amount paid shall be refunded by Merchant to epay or withheld, in addition to any foreign exchange adjustments, by epay from then current or future payments due to Merchant by way of set-off. For the immediately above situation, the Merchant acknowledges that the records of epay have full evidentiary value.

**8.4** In the event of a disputed Transaction the Merchant will be charged:

- (a) directly with the amount of the disputed Transaction and with the Fee per disputed Transaction, which is the fixed fee charged to the Merchant, regardless of the outcome of each dispute, currently amounting to fifteen (15.00) euros; and
- (b) potential administrative costs imposed by the Card Schemes (Visa, Mastercard, Union China Pay, American Express or others) in cases where the arbitration procedure between epay and the Card issuer is followed, and the final decision of the Card Schemes is against the Merchant.

In the event of a successful outcome of the above arbitration procedure in favour of the Merchant, the administrative costs and the amount of the disputed Transaction shall be refunded to the Merchant.

## 9. PROHIBITED TRANSACTIONS

Merchant shall not use the Services in any way in relation to Transactions involving goods, products or services that are from time to time notified to the Merchant by epay as prohibited (each, a "**Prohibited Transaction**"). As at the Effective Date, such prohibited goods, products and services include:

- (a) betting and/or gaming services (lotteries, casinos, etc.) provided by entities without a license or supervision
- (b) banking and/or financial services provided by unlicensed institutions, other means of payment, as well as all kinds of electronic money products, related products and services;
- (c) pawnbroking services
- (d) trade in arms or military or defense goods or services, pyrotechnic devices, and related dangerous materials
- (e) providing access to escort services, dating services or pornographic material

- (f) trade in narcotics, narcotic drugs, components and raw materials used in their manufacture, as well as devices/instrumentation necessary for their use
- (g) unauthorized or legally licensed treatments or methods (magic, miracle cures, etc.) and pseudo-pharmaceutical products (including anti-ageing pills and sex nutrients)
- (h) mass marketing tools such as chain letters, other products that allow unsolicited emails (spam) and anything related, pyramid or multi-level marketing or distribution systems
- (i) trade in copyright infringement products such as copies of books, music, films, and any other unlicensed material, unauthorized copies of software, video games, etc., copies or imitations of designer or other goods and objects, unauthenticated autographs of personalities, counterfeit copies, coins, stamps, tickets, and others; trafficking in manuals, guides, information, or equipment that violates law that impairs or permits unlawful access to software, servers, websites, or other protected items.
- (j) trade in devices or provision of services related to techniques for unlocking technical protection measures (mod chips or other devices for circumventing technical protection measures for digital devices, as well as for unlocking mobile phones)
- (k) building loan reduction services, refinancing or transfer of uncollectible debt, brokerage disbursements, stocks, bonds, or other related financial products, units of collective investment schemes, credit services, services regulated or prohibited by applicable law
- (l) human organs or other body parts, body fluids, stem cells, embryos
- (m) trade in stolen goods, stolen property, materials or products, or information for the promotion of illicit goods or illegal acts, trafficking in goods that they do not own or have the right to sell, contraband goods and goods listed in public registers (such as real estate) and whose transfer requires formalities that cannot legally be completed online
- (n) trade in goods, literature, products that defame or slander any person or groups of persons protected from defamation or slander by applicable law, that promote hate speech, encourage, or incite hatred, violence, terrorist organizations or violate morality
- (o) collection agencies or law firms engaged in debt collection, or any other service related to the collection of payments or claims, if not previously approved by epay
- (p) marketing of any material, product, process, service subject to copyright protection without the permission of the owner of the copyright or other regulated goods such as chemicals, toxic, radioactive materials, police ID cards, passports, car registration plates, etc.
- (q) trade in works of art and other cultural products protected by international treaties or national laws
- (ii) academic papers, theses, dissertations, etc.
- (i) services relating to unregistered charities
- (r) money transfer or airtime credit or cheque cashing services

(s) Atomic power/nuclear energy, oil and gas extraction, drilling, sale of precious metals or stones

(t) any other goods or services the offer or provision of which is unlawful under the Rules, or any other goods, products and services that may be identified as a Prohibited Transaction from time to time in the Operating Guide.

## **10. TERM**

This Contract shall commence on the Effective Date. The term of the Contract is agreed to be for an indefinite period, unless otherwise agreed in the Merchant's Application Form, and may be terminated by either party in accordance with the particulars set out in clause 21 (Termination).

## **11. MERCHANT'S OBLIGATIONS**

**11.1.** In addition to its other obligations under the Framework Agreement, the Merchant must comply with the applicable Rules and Regulatory Requirements. If notified by epay that any of its activities are or may reasonably be deemed non-compliant, the Merchant shall - upon receipt of the notification by epay - promptly cease such activity.

**11.2.** The Merchant shall not be able to use the means of epay to accept payments on behalf of third party Merchants without its express written agreement.

**11.3.** The Merchant shall ensure that the Customer understands that the Merchant is responsible for the Transactions, including the delivery of the Merchant's Products/Services, customer service and dispute resolution.

**11.4.** The Merchant acknowledges and agrees that any dispute regarding any Product/Service of the Merchant is between the Customer and the Merchant. In particular, any Transaction shall only obligate the Merchant in respect of the Merchant Product/Service. The Merchant shall not require epay to be a party to any resulting dispute between it and any Customer relating to any Merchant Product/Service.

**11.5.** The Merchant shall provide epay with all information and assistance necessary or desirable to enable epay, in turn, to provide the Services in accordance with the Framework Agreement.

**11.6.** The Merchant shall comply with epay's instructions in relation to the provision and use of the Services, as well as to follow the Operating Guide.

**11.7.** The Merchant shall not make the Services available to any other person and shall immediately notify epay of any unauthorized access or attempted unauthorized access by any person.

**11.8.** The Merchant agrees and confirms that the Merchant Product/Service shall, at all times, be marketed and/or distributed as a Merchant Product/Service marketed/sold by the Merchant and the Merchant shall take all necessary measures and/or precautions to ensure that the Merchant Product/Service is not misleadingly or deceptively perceived as being associated with, sold or marketed or being offered for sale by epay. Epay shall be



entitled to require and the Merchant to post on its website, disclaimers or any relevant notice to that effect.

**11.9.** The Merchant shall place, in a visible location within its establishment, relevant distinctive signs (trademarks, logos, etc.) regarding the cards acceptance. Any marketing or advertising relating to the card acceptance shall require epay's prior express consent.

**11.10.** The Merchant shall ensure that the commercial advertising and promotion of the Merchant's Product/Service (including the content of the relevant website(s) of the Merchant's Product/Service) is at all times in compliance with the Rules and Regulatory Requirements and public policy, including, without limitation,, compliance with all applicable licensing regulations, customs, tax and other regulations. If in the view of epay or any regulatory, statutory, judicial, or quasi-judicial authority, there is any breach in this regard, epay may call upon the Merchant to:

(a) amend the content of the marketing and promotion of the Merchant's Product/Service or any part thereof; or

(b) remove or discontinue such marketing and promotion of the Merchant's Product/Service or any part thereof.

**11.11.** The Merchant shall:

(a) not offer the Merchant's Product/Service to Cardholders in prices higher than the prices charged to other customers,

(b) not impose fees or expenses due to the use of the Card as part of the purchase price or otherwise,

(c) not require a minimum purchase amount to accept Card payments,

(d) accept Cards during any sales season, offering the Merchant's Product/Service at the relevant reduced price,

(e) not accept payment by Card for products or services it does not offer or for transactions that do not fall within the normal scope of its commercial activity or for transactions between the Cardholder and a third party; and

(f) not in any way hinder or avoid the use of Cards.

**11.12.** Except as expressly provided in this Contract, epay will not be responsible for any delivery, after-sales service, payment, invoicing or collection, customer queries (not limited to sales queries), technical support maintenance services and/or any other obligations or services relating to or in respect of the Merchant's Product/Service. Such services shall be the sole responsibility of the Merchant and the Merchant shall bear all costs and/or expenses relating thereto.

**11.13.** If a Customer wishes to have the goods purchased by the Customer shipped to a specific location, the Merchant shall either insure the goods and include the relevant insurance cost in the payment receipt or request a signed statement by the Customer acknowledging that the goods will be shipped without insurance, at the Customer's risk. If



the Merchant does not comply with the above, the Merchant shall bear the risk of damage or loss.

**11.14.** The Merchant, in case of a confiscated Card or a Card that has been cancelled by its issuer, shall retain - if possible - the Card and will then contact epay in order to receive information and further information.

**11.15.** If the Merchant operates seasonally, the Merchant shall promptly notify epay of the dates of commencement and cessation of its activities each year and shall provide epay with the contact details of its representative for the period during which, its business will not be operating.

**11.16.** The Merchant is obliged to adapt to any changes or upgrades of epay's electronic applications by carrying out any work that may be required on its part, in order to take advantage of the most up-to-date versions. Merchant acknowledges that such changes and upgrades are of substantial significance under this Contract. Merchant will ensure that all changes or upgrades are completed within the timeframe specified by epay in its communications. Merchant acknowledges that if and where significant security updates or similar actions are required, it is of paramount importance to comply with epay's specified timeframe. Any failure to comply with the time limits laid down may lead to epay having the temporarily suspend all or part of the applicable Services. Epay has the right to suspend all or part of the Services if it deems reasonable under the circumstances. If such failure is not rectified within a reasonable time after further written notice from epay to the Merchant, epay shall have the right to terminate all or part of the Contract accordingly.

**11.17.** The Merchant acknowledges that by being provided with confidential passwords / credentials to epay's merchant platform, as set out on the Operating Guide, it certifies the Merchant's identity. As such, Merchant is obliged to act and procure its employees, staff and/or directors all act with due care and at all times in accordance with epay's instructions. The Merchant must take, and must procure that the aforementioned take the necessary security measures to prevent unauthorized third parties from using such codes, keep them secret and not communicate them to third parties, and also make every effort to ensure that they are not leaked. The Merchant, as the holder of such codes, shall be solely responsible for and shall bear the risk of any damage to it or to epay through unauthorized access by a third party.

**11.18.** The Merchant is obliged to take all necessary measures to maintain and support its own applications, to protect its applications from damage and interference by third parties and to maintain them in a good and safe operating condition to ensure that Card data is transmitted to epay in a timely, reliable and secure manner. Merchant shall also ensure that all Card data is maintained and processed in accordance with all applicable Rules. The Merchant shall notify epay without undue delay of any such damage or malfunction in its computer and telecommunication systems or in the event of a customer's data leakage and shall take all necessary measures to resolve any such problems. The Merchant undertakes to make changes to its hardware and software system in accordance with the applicable specifications communicated to it by epay.

**11.19.** The Merchant shall be obliged to pay to epay upon request of the latter, an amount equal to all actions, proceedings, costs, expenses, claims, demands, charges (including

legal costs), losses and damages, whether in tort or contract, due to breach of statutory duty or otherwise, which epay may suffer or to which epay may be subjected.

**11.20.** The Merchant must comply with the Payment Card Industry Data Security Standard - (PCI DSS) imposed by the Card Schemes, which defines specific security standards that Merchants who transact electronically with Cards must adhere to, in order to avoid incidents of fraud and interception of relevant information. To this end, and given that the Merchant's non-compliance with the PCI DSS standard may lead to the imposition of fines by the Card Schemes, the Merchant expressly undertakes the following obligations in this regard:

(a) Be directly certified to the PCI DSS security standard, as instructed by the Card Schemes, by information security and IT service providers recognized and approved by the Card Schemes.

(b) To renew the certification referred to above at such intervals as may be required and to keep it valid throughout the term of this Contract, in accordance with the applicable guidelines of the Card Schemes and the PCI Security Standards Council.

(c) To provide epay with any relevant confirmation of the performance of the above (a) and (b).

(d) Be updated on a regular basis by the Card Schemes and the PCI Security Standards Council (<https://www.pcisecuritystandards.org/www.pcisecuritystandards.org/>) on its own initiative, on the relevant procedures. Epay bears no responsibility towards the Merchant for the conditions and specifications for the implementation of the certification and/or its renewal.

(e) In case of non-compliance of the Merchant with the above, epay reserves the right to terminate the Contract, according to the provisions of article 24 of the Contract.

## **12. MUTUAL WARRANTIES**

Each Party represents, warrants, and undertakes to the other Party that:

(a) is a company/business duly incorporated and has the capacity, legal right and full power and authority to enter into the Contract and to perform its obligations under it;

(b) the Contract is duly executed by its authorized representative(s);

(c) has obtained and maintained all necessary licenses, permits, authorizations, approvals, and consents required to enter and perform its obligations under this Contract in accordance with the Rules and Regulatory Requirements.

(d) the persons executing the Contract on its behalf are authorized, pursuant to the law and its constitutional documents/legal representation, to bind it in relation with all obligations it undertakes hereunder and that it recognizes as valid, effective and binding all transactions to be performed by its representatives as aforesaid within the terms and conditions set by any competent governing body; and

(e) until the Effective Date, there has been no change affecting its legal status or its representation authorities.

## **13. MERCHANT WARRANTIES**

The Merchant represents, warrants, and undertakes to epay that:

(a) it shall deliver to Customers the Merchant's Products/Services sold to them in connection with the Transactions without undue delay and otherwise comply with the

terms and conditions of sale or supply, as the case may be, including compliance with the applicable laws and regulations of any foreign country, if the goods or services are to be shipped, provided or performed in such foreign country;

(b) it shall comply with all Rules and Regulatory Requirements relating to it, its business, the Services and any transactions conducted in connection with the Services; in particular, if the Merchant has made available to Customers purchase of the Merchant Products/Services in instalments, the Merchant shall comply with consumer credit laws

(c) the Merchant's Products/Services made available to Customers and the sale or supply, as the case may be, comply with the Rules and do not infringe third parties rights and interests, including, without any limitation, any intellectual property rights and proprietary rights;

(d) it shall not submit any Transaction that the Merchant knows or should know to be illegal, fraudulent or not authorized by the Customer, or that the Merchant knows or should know to be authorized by the Customer in collusion with the Merchant for a fraudulent purpose (for the purposes of this clause, the Merchant is responsible for the conduct of its employees, agents and representatives);

(e) it shall not submit Transactions or otherwise receive funds in connection with any illegal, fraudulent, deceptive, or manipulative act or practice and not send or receive funds to or from an illegal source; and

(f) it has a permanent establishment and/or business registration in the country referenced as its address in this Contract which is where the Services are provided and that it is subject to taxation and, therefore, subject to filing income tax returns in that country in respect of Transactions made there and submitted to epay; and

(g) it has and shall at all times during the term of this Contract maintain and comply with any consents, licenses or permissions (regulatory or otherwise) required for the provision of its goods and/or services to Customers, the entering into and performance of Transactions and the conduct of its business generally;

(h) it is aware, understands and has fully considered risks involved in of choosing to enable Customers to purchase or lease of Merchant's Products/Services in instalments, and that in case of the Card issuer's and/or the Customer's default to pay an instalment or portion thereof, the Merchant may have a claim against the Card issuer and/or the Customer, but not against epay.

## 14. CONTRACT AMENDMENTS

**14.1** The Contract is subject to amendments from time to time.

**14.2** Subject to Clause 14.3 of the Framework Agreement, amendments may be made by notice from epay to the Merchant under the following procedure:

(a) epay shall notify the Merchant of any proposed amendment to the Contract (each, an **"Amendment Notice"**)

(b) the Amendment Notice can be communicated to the Merchant based on the contact details provided to epay by the Merchant ; and

(c) any proposed amendment shall automatically take effect on the first Business Day of the month being no less than :

(i) if the Merchant is not a Micro- Enterprise, thirty (30) days after the date of the Amendment Notice; or

(ii) if the Merchant is a Micro- Enterprise, two (2) months after the date of the Amendment Notice.

**14.3** Notwithstanding the provisions of this Clause, epay may amend the terms and conditions of the Contract to the extent required by the Rules and Regulatory Requirements, without notice and with immediate effect.

**14.4** In the event that the Merchant objects to an Amendment Notice and notifies epay as set out in Clause 14.2(c) it has the right to terminate the Framework Agreement free of charge and with effect at any time until the date when the changes would have applied.

## **15. MERCHANT LIABILITY**

**15.1.** The Merchant shall be responsible for all of the losses it may suffer, including those arising from the operation of its business (including credit risk, fraud risk, Chargeback risk and the processing of Transactions and the related involved), unless, such losses are sustained as a direct result of epay's failure to perform its obligations under the Contract and provided that Merchant notifies epay of its failure within 30 days of becoming aware of its occurrence. Accordingly, upon epay's written demand, Merchant shall indemnify, defend, protect and hold harmless epay and its affiliates from and against:

(a) any loss suffered by the Merchant, except where it is due to epay, in accordance with the foregoing

(b) all liabilities arising as a result of or in connection with any amounts due to epay under the Contract ; and/or

(c) negligence, fraud, dishonesty or willful misconduct by the Merchant or any Affiliate of the Merchant, or by any of the Merchant's officers, directors, employees, agents, representatives or customers;

**15.2.** Except for Clause 15.1, upon written demand, the Merchant shall indemnify, defend, protect and hold harmless epay and its affiliates from and against any costs, expenses or losses arising as a result of or in connection with any third party claim arising out of or in connection with:

(a) a breach by the Merchant of the terms of the Contract; or

(b) any claim by a third party (including any Customer) in relation to any Merchant Product/Service and/or Installments .

**15.3.** The Merchant shall compensate epay in case of damage to the latter due to the imposition of fines, penalties and/or charges by any Organization, competent Greek or foreign authority due to the violation of the Merchant's obligations arising from this Contract.

## **16. EPAY LIABILITY**

### **16.1. Epay shall not liable to the Merchant:**

- (a) in case of an act or default of a third party
- (b) to the extent that the Merchant's breach of the Contract or other act or default by the Merchant caused the loss claimed by the Merchant;
- (c) for any failure to perform epay's obligations under the Contract, where the performance of such obligation would have put epay in breach of Rules;
- (d) for any failure to perform its obligations under this Contract due to force majeure such as but not limited to, unforeseen circumstances, including power outages, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures, war, civil disturbance, acts of God, flood and fire, etc.
- (e) for any damage suffered by the Merchant in case of interference or attempted interference with its systems or in case of non-operation of its systems, for reasons other than due to epay's gross negligence.
- (f) in no case for:
  - (i) loss - reduction in turnover, loss of goodwill, loss of opportunity, loss of profits or any other form of consequential or indirect losses
  - (ii) any loss to the Merchant that epay could not reasonably foresee when Merchant first submitted a Transaction or series of Transactions for authorization, settlement or processing or instructed epay under the Contract.

### **16.2. Epay's total tort and inter-contractual liability under the Contract shall not exceed, in any Contract Year, whichever of the following amounts is the lowest:**

- (a) the total amount of the Commission paid or payable to epay by the Merchant in respect of the Service in the previous Contract Year (if the claim arises during the first Contract Year after the Effective Date, such amount shall be determined on the basis of the total amount of the Commission actually paid in respect of the Services during such period prorated over a period of 12 months); and
- (b) 10.000 € (ten thousand Euro).

### **16.3. Epay shall not be liable for the compensation of any material or non-material damage to the Merchant in case of loss of his personal passwords / credentials to the electronic system of epay, for any reason whatsoever or in case a third party has illegally gained access to these passwords.**

### **16.4. Epay has no responsibility for the legal and credit status of Customers whose Cards are charged at any time with the amounts of electronic payments made as defined in the Framework Agreement, nor, therefore, for the possibility or impossibility of completing the payment for reasons related to the payment approval procedures of the issuing institution. Furthermore, epay is not obliged to verify the identity of Customers making electronic payments.**

**16.5.** Epay shall not be liable if it fails to pay the Merchant any amounts corresponding to electronic payments prohibited by the applicable Rules.

**16.6** Nothing in the Framework Agreement shall exclude or limit any liability that epay may have as a result of its fraud or gross negligence or any legal duty or liability that it may have to the Merchant or any Liability that epay is not permitted by law to exclude.

**16.7** The parties agree that the limitations and exclusions of liability under the Framework Agreement are reasonable and proportionate, after due consideration of the commissions levels and other compensation for the Services provided hereunder and having regard to the risks associated with Merchant acquiring activities as well as the ability to insure against and otherwise mitigate such risks.

**16.8.** Epay shall not be liable to the Merchant or any third party for the accuracy of the payment information sent by the Merchant to epay under this Contract.

**16.9.** Epay shall be entitled to rely on statements, explicit or implicit, data and information provided by the Merchant and its representatives under the Contract and is not obliged to verify nor is liable to the Merchant or any third party for any errors or inaccuracies in the data transmitted electronically or for any lack of legal capacity of the parties or for fraud against the Merchant by persons other than epay's affiliates and/or agents.

**16.10.** After the installation of any Unattended POS, epay shall not be liable for (a) malfunction or destruction of the Unattended POS through repair, maintenance operations, conversion or any other kind of intervention by persons not authorized by epay or its affiliates, (b) malfunction or destruction of the Unattended POS due to force majeure (including, without limitation, fire, lightning, flood, etc.), (c) malfunction or destruction of the Unattended POS due to its movement by an unauthorized person within or outside its location and installation; (d) theft or vandalism of the Unattended POS.

**16.11.** Epay will not be liable to the Merchant or any third party in case of incorrect registration of a transaction by the Merchant.

## **17. DATA PROTECTION**

**17.1** For the purposes of this Clause, the terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data", "Personal Data Breach" and "Process/Processing/Processed" shall have the same meaning as described in the GDPR and shall be construed accordingly. In particular, the Merchant agrees and acknowledges that it has taken full cognizance of the data processing and privacy policy as posted on epay's website ([Privacy Policy - epay Greece \(epayworldwide.gr\)](https://www.epayworldwide.gr/Privacy-Policy)).

**17.2** Each party shall at all times during the term of the relationship undertake all necessary measures to ensure that it operates within the requirements of the Data Protection Laws.

**17.3** The Merchant shall ensure that all of its employees, agents, subcontractors and fulfillment assistants and any third parties shall comply with the Merchant's obligations under this Clause, and the Merchant shall remain liable for all actions and omissions as if they were acts of the Merchant itself.



**17.4** Each Party, either through the provision of Services and/or the performance of its respective obligations under the Contract, may Process Personal Data of the other Party and/or their respective employees or staff members or the Merchant's Representative(s) or, in the case of the Merchant, Customer Personal Data. In such cases, each Party warrants that any such Personal Data will be Processed in order to provide the Services and/or fulfill the obligations under the Contract.

**17.5.** The Merchant acknowledges and agrees that it shall be fully liable for all actions or omissions of any third party Processor to whom it transfers Personal Data (including, but not limited to, affiliated companies and/or any Merchant's representative(s)).

**17.6** Any breach by the Merchant of this Clause and/or the Data Protection Laws shall be deemed a material breach of the Contract, constituting grounds for termination of the Contract under the terms of the relevant clause.

Epay hereby informs the Merchant and the Merchant acknowledges that, for the purpose of protecting the credibility of acquiring of transactions, limiting fraud in payment instruments and enhancing the safe card use , the private limited liability company "Tiresias - Banking Information Systems S.A." with its registered office at 2 Alamanas Street, 151 25, Maroussi, maintains an Enterprise Registry, in which the enterprise data (VAT number, identity card numbers for sole proprietors, corporate name, trade name, registered office address, telephone number, date of commencement, grounds and date of termination, note on the use of POS terminals by the Merchant) of different enterprises are submitted whose contracts have been terminated for one of the following reasons:

- (a) acceptance of credit or debit Cards that have previously been reported as lost or stolen;
- (b) acceptance of Cards that are not issued by a credit institution or an issuing and/or card management company (hereinafter referred to as "Institutions") or a similar foreign institution (e.g. counterfeit cards);
- (c) performance of or input of data for actual or fictitious transactions without authorization from the Cardholder;
- (d) the merchant facilitated or caused the theft or disclosure of any Card or transaction information;
- (e) legalization of income from illegal activities (money laundering)
- (f) the merchant is bankrupt, under liquidation or compulsory administration, , or is not operating for any reason or has been dissolved
- (g) falsification of the amount of transactions on transaction receipts
- (h) self-financing by creating fictitious transactions
- (i) separation of a transaction into several individual transactions
- (j) inaccurate Card applications sent by the Merchant to the Institution in the context of their cooperation
- (k) an inaccurate application for cooperation between the Merchant and the Institution



- (l) performance of transactions, invoking fictitious authorization
- (m) an unreasonably high number of chargebacks/disputed transactions
- (n) breach of the cooperation agreement for Card acceptance between the Merchant and the Institution, for reasons not otherwise stated above.

The Enterprise Registry also includes, under the same terms, data (last name, first name, father's name, , VAT number, identity card number, full address, work and home telephone numbers) of the legal representatives of the Merchant at the time of termination of the Contract in accordance with the above (up to four). Among the information and data included in the Enterprise Registry are the following: a) bounced cheques (stamped), b) unpaid (on expiry) bills of exchange and promissory notes, c) bankruptcy petitions - court orders rejecting bankruptcy petitions due to insufficient assets of the debtor, d) petitions and court orders for conciliation/reconciliation (Article 99 et seq. of the Bankruptcy Code); e) declaration of bankruptcy; f) payment orders and orders for surrender of leasehold; g) seizures of immovable and movable property; h) mortgages, conversion of mortgage prenotation to mortgages and prenotations of mortgage, (i) terminations of contracts for all types of loans and credits to natural persons and enterprises, payment orders, auction schedules (movable and immovable property), seizures of immovable property and cheques payable under Law p.d. 17.7/NO 13.08.1923, (j) petitions and court orders for judicial mortgage administrators, administrative sanctions against tax offenders, applications and decisions on conciliation/reconciliation, bankruptcy applications, declaration of bankruptcy and decisions to reject bankruptcy applications due to lack of sufficient assets of debtors, applications and decisions on debt adjustment under Law No. 3869/2010, and (k) corporate data from the Government Gazette (Gazette) and the General Commercial Register (GEMI).

The retention period for data accessed through the Enterprise Registry, is five (5) years from the date of the transaction in relation to which access was granted. The recipient of the Enterprise Registry data is epay. The data shall be made available to epay for its own use, shall not be resold, shall not be further transmitted and shall not be retained for longer than the aforementioned period of time. Each data subject shall retain the right to access , rectify, erase or restrict processing, object to or complaint before the Hellenic Data Protection Authority, regarding the use or processing of their data as set out herein. Any complaint must be submitted in writing (including by email) either to Tiresias or to epay, acting as Tiresias' agent for this purpose. Detailed information about the sources of the data contained in the above files, the recipients of the data, the retention period of the data recorded by the record or in its entirety, and how to exercise your rights is provided to you via the Tiresias website at <http://www.tiresias.gr>.

Epay informs the Merchant that it has a legitimate interest in accessing the above files and data and in the processing of the Merchant's data contained therein, as processing is necessary for the performance of a contract to which the Merchant, as data subject, is a party or in order to take measures at the request of the Merchant, as data subject, prior to entering into such contract, in accordance with Article 6.1.b of Regulation (EU) 2016/679.

## **18. MERCHANT SOLVENCY CHECK**

**18.1** The Merchant authorizes epay to carry out, at any time during the term of the Contract, any solvency check which in its discretion is necessary.

**18.2** If requested by epay, the Merchant shall provide the written consent of any person who has not executed this Contract and who is to be investigated, and shall provide any financial - tax information/documentation requested for the purpose of conducting initial or periodic audits of the Merchant's financial stability and business practices.

**18.3** The Merchant shall permit representatives of epay, or representatives of a Regulatory Authority, during normal business hours or, in the event of an emergency, at any other time, to inspect, audit and make copies of the Merchant's books, accounts, records and files relating to any Services, including any Transactions, settled routed or processed by epay or epay affiliate. Merchant shall provide all reasonable access, cooperation and information in connection with any such inspection and/or audit, as may be required for the purposes of complying with epay's regulatory obligations.

## **19. THIRD PARTY SUPPLIERS**

**19.1.** A third party supplier (Third Party Supplier) is defined as any third party that provides the Merchant with Transaction processing services, POS terminal, electronic Transactions. (eCommerce) and supports the operation as to the above provided services.

**19.2** In case the Merchant uses Third Party Terminals (MSP) to route Transactions on epay, the Merchant is obliged to:

(a) ensure that the Third Party Terminals (MSPs) and their respective providers comply with all the Rules and Regulatory Requirements;

(b) ensure that when the Third Party Terminal Supplier (MSP) provides Customer 's data processing, storage and/or transmission services it will fully comply with the requirements of Card or Payment's Schemes, Regulatory Authorities and applicable legislation.

(c) is bound by the acts and omissions of the Third Party Terminal Supplier (MSP).

(d) assumes liability for any failure of the Third Party Terminal Supplier (MSP) to comply with the Rules and Regulatory Requirements

**19.3.** Epay shall not be liable for any damages, losses or expenses incurred by the Merchant or any third party as a result of any Third Party Supplier (MSP) error or any failure of the Merchant to operate the Third Party Terminal (MSP) in accordance with the applicable operating instructions or any malfunction in the Third Party Terminal (MSP).

## **20. NOTIFICATION OF MATERIAL CHANGES BY THE MERCHANT**

Merchant shall provide epay with at least thirty (30) calendar days' advance written notice of: (a) any transfer, sale or liquidation of all or substantially all of its consolidated assets,

(b) any change in the basic nature of its business, including the sale of different products or services not related to its current business,

- (c) any change in ownership or transfer of control of its business, in which case the assignee or successor shall also notify epay, and both the Merchant and the assignee or successor shall be jointly and severally liable to epay under this Contract,
- (d) any change in its corporate identity and/or organization, including any change of registered seat or representation,
- (e) forming any joint venture, partnership or similar business arrangement in which any person or entity that is not a party to this Contract, assumes any substantial interest in its business
- (f) any change in its physical address (whether its registered office or place of business), its email address (e- ) or change of telephone numbers; or
- (g) any change in its business operations that will likely cause account activity to materially exceed its historical monthly volume,
- (h) in the event of bankruptcy, administration of bankruptcy assets, insolvency, encumbrance or similar action brought by or against any of its principals, ,
- (i) of any material change in its financial situation or in the information contained in the Merchant Application Form (within three calendar days of its occurrence),
- (j) if it becomes aware or reasonably suspects that the conduct of its business is contrary to any applicable Rules; and
- (k) immediately if it is threatened or becomes a party to any action, suit or proceeding under the law or equity rules that could materially impair its right to continue its business or materially adversely affect its financial condition or operations.

## **21. TERMINATION**

**21.1.** The Merchant or epay shall terminate the Contract in writing without justification, subject to prior notice of termination, which for the Merchant to epay shall be one (1) month and for epay to the Merchant shall be two (2) months.

**21.2.** The parties have the right to terminate the Contract for cause with immediate effect of the termination, i.e. without requiring notice in the following cases, which are mentioned indicatively and not restrictively:

- (a) if there is a breach of the Contract or the applicable laws or regulatory framework by the other Party,
- (b) if any party is declared bankrupt or enters into liquidation or force administration and in general dissolves or ceases to exist.

**21.3.** Epay has the right to terminate the Contract for cause with immediate effect of the termination, i.e. without notice, in the following cases, which are mentioned indicatively and not restrictively:

- (a) if no Transactions are routed from the relevant terminal code for a period of more than three (3) months;

(b) in the event of a suspected breach by Merchant of the laws and regulations and in particular those on the prevention and suppression of money laundering and the financing of terrorism or its obligations with respect to the Regulatory Requirements and the PCI DSS security standards.

**21.4** The effects of the termination shall take effect in accordance with Clause 21.1 above, unless otherwise provided for in the above or unless otherwise provided by laws and regulations and/or decisions of competent administrative or other authorities.

**21.5.** As the results of the termination and unless otherwise provided by laws and regulations and/or decisions of competent administrative or other authorities:

(a) Epay discontinues the provision of the Services to the Merchant without the right to execute any Transaction

(b) Epay shall charge the Deactivation Fee, subject to the termination of the Contract by the Merchant in accordance with the above, as specifically prescribed at Art. 6 of Schedule 3.

(c) After the termination, a reasonable period of twenty (20) working days follows in order to settle any outstanding fees, charges relating to the cost of unreturned POS terminal (in case it has not been returned) and any other outstanding Transactions, financial or otherwise. The foregoing reasonable period of time shall be granted by epay only if deemed necessary to secure both parties.

**21.6** In the event of termination of the contractual relationship for any reason in accordance with the above, the Merchant shall:

(a) cease to use any equipment or material, digital or electronic, which has been granted to the Merchant in the form of a loan, concession and in general without transferring the ownership of the same to facilitate the execution of transactions, which in any case are deactivated and which must be returned to epay, which may offset any claims of the Merchant against the cost of the equipment, in case it is not returned as aforesaid,

(b) provide the minimum required access to its infrastructure and cooperate with epay in order to terminate the contractual relationship smoothly,

(c) return to epay any material delivered to it, in whatever form it is incorporated (paper or electronic or magnetic media),

(d) cease to use the trademarks and distinctive signs of epay and/or any of its licensors to the extent that it was permitted to do so due to the type of Transactions it was conducting.

(e) discontinue the use of any Confidential Information made available to it under or in connection with the Contract, and return it to epay, or at epay's option, destroy or delete it;

**21.7** The Merchant acknowledges and agrees that any Fees advanced under the Contract are non-refundable.

**21.8** In case of pending audits, disputes, claims or demands of epay or third parties against the Merchant, the Merchant remains liable for them even after the termination of the Contract.

## **22. ASSIGNMENT**

**22.1** The Merchant may not assign any of its rights under the Contract to a third party without the prior written consent of epay, except for its claims arising from this Contract to credit institutions and business receivables brokerage companies operating legally in Greece.

**22.2** The Merchant may not assign to a subcontractor or an external partner any of its obligations under the Contract without the prior written consent of epay.

**22.3.** Epay may transfer or assign its rights and/or obligations under the Contract, in whole or in part, to any of its affiliates at any time or to any third party ("**transferee**") without the consent of the Merchant and shall notify the Merchant in writing of any such assignment.

**22.4.** Epay will assign or transfer or delegate its rights and/or obligations under the Contract only if, in its sole discretion:

(a) the transferee to whom it makes the transfer is capable of performing epay's obligations under this Contract; and

(b) the way in which the Merchant is treated under the Contract will not be adversely affected in a material way by or following, that transfer.

**22.5.** Epay may share information about the Merchant with a prospective transferee or person providing funding (to epay or the prospective transferee), regardless of whether epay actually assigns or transfers all or any of epay's rights and/or obligations to that transferee or funding is actually provided.

## **23. RELATIONSHIP OF THE PARTIES AND DISPUTE RESOLUTION**

Merchant and epay are independent contracting parties under the Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

## **24. NOTICES**

All notifications from the Merchant on epay will be sent directly to the postal address 1 Sahtouri & Poseidonos Avenue, P.O. Box: 17674, municipality of Kallithea.

## **25. GOVERNING LAW AND JURISDICTION**

**25.1** The Contract and any legal relationship between the parties arising in connection with it shall be governed by and construed in accordance with Greek law.

**25.2** The terms of the Framework Agreement are subject to the exclusive jurisdiction of the courts of Athens, Greece.

## **26. WAIVER**

Any waiver of a right under the Contract by either party shall be effective only if agreed or stated in writing. Delay in exercising a right or failure to exercise of a right shall not be deemed a waiver and shall not prevent a party from exercising that right in the future.

## **27. SEVERABILITY**

If any part of this Contract is found to be invalid, unlawful or unenforceable, then that part will be severed from the remainder of the Contract, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **28. ENTIRE AGREEMENT**

Each party acknowledges that it has entered into the Contract based solely on the representations, warranties, promises and terms contained herein and, except as expressly set forth herein, neither party shall have any indemnification liability with respect of any other representation, warranty or promise made prior to the Effective Date unless it was made fraudulently.

## **29. COMPLAINTS PROCEDURE**

**29.1** The Regulatory Authority competent to monitor epay's compliance with the Payment Services Laws is the General Secretariat for Trade and Consumer Protection of the Ministry of Economy and Development.

**29.2** If the Merchant has reason to complain about epay and its Services, he should first contact the customer call center. Epay shall make every effort to respond, in writing or, if agreed between the Merchant and epay, to another fixed means, to the complaint within a reasonable period of time and no later than fifteen (15) Business Days of receiving the complaint. In exceptional cases, if a response cannot be provided within fifteen (15) Business Days, for reasons beyond epay's control, epay shall send an interim response, clearly stating the reasons for the delay in responding to the complaint and specifying the deadline within which the Merchant will receive the final response, and in any event no later than thirty-five (35) Business Days from of receiving the complaint.

**29.3** In case the Merchant is a Micro Enterprise and the parties fail to reach an agreement on an acceptable solution, then, the matter may be referred to the General Secretariat for Trade and Consumer Protection of the Ministry of Economy and Development (GSECP) at the following address:

General Secretariat for Trade and Consumer Protection of the Ministry of Economy and Development

Kanigos Square, 101 81 Athens

E-mail: [info@info@efpolis.gr.gr](mailto:info@info@efpolis.gr.gr)

Website: [www.www.efpolis.gr/.gr/](http://www.www.efpolis.gr/.gr/)

**29.4** Information about epay's complaint handling procedures is available upon request.



## SCHEDULE 1

### **MERCHANT ACQUIRING SERVICES**

**1. Merchant acquiring Services include:**

**1.1.** the acceptance and settlement of **Card Present Transactions**, i.e. the acceptance and settlement via Visa, MasterCard and UnionPay International Transactions (for the avoidance of doubt, epay shall accept and settle UnionPay International Transactions with Card's physical presence) between the Merchant and the Cardholders.

**1.2.** For the provision of the above Service, epay shall provide and install to the Merchant the number of POS Terminals that will be notified as required by the Merchant, together with other equipment necessary for its installation (including a power cable, a telecommunication cable for use with each POS Terminal), together with other facilities necessary to support the system at Merchant's location(s) for the period of use and provision of Terminal POS services, and the Merchant shall comply with the requirements set out in the Contract and the Operating Guide.

**1.3.** Epay will provide support for each POS Terminal through the "Merchant Support Call Centre". The contact details of the Merchant Support Call Centre are provided in the Operating Guide.

**1.4.** Epay shall make available to the Merchant maintenance releases of its software from time to time. In the event that devices cannot be updated automatically, the Merchant shall follow the procedure(s) in the Operating Guide for downloading software updates. Consumables (e.g. paper rolls, serial or USB connection cables) and operating fees (electricity, internet connection costs, etc.) shall be the sole responsibility of the Merchant.

**1.5.** In case a POS Terminal is inoperable, epay may at its discretion replace it.

**1.6.** The POS Terminal(s) will remain the property of epay. epay may transfer ownership of the POS Terminal(s) without the Merchant's consent.

**1.7** The Merchant in respect of Card Presence Transactions is obliged to:

- (a) to inform Customers of the identity of its business in a prominent place in the business,
- (b) inform of any written or oral notices issued by epay regarding Cards which, for any reason, should no longer be accepted or used,
- (c) not proceed to Transactions in cases where a Card has expired, the signature or the Cardholder's identity information differ from the signature or the information on the Card or the Card has been excluded from use, unless epay allows the Transaction by sending a special authorization to the Merchant via a special code,
- (d) for Cards that require PIN input, assist the Cardholder in inputting its personal PIN number either directly in the POS or in the specialized PINPAD device provided by epay to the Merchant,



(e) to have under its sole responsibility any POS Terminal issued to it by epay under the Contract and installed in its store,

(f) to use the POS Terminal(s) only in his/her legal store, i.e. the store where he/she has previously informed epay that the POS Terminal(s) will be installed and where epay has installed the said POS Terminal(s),

(g) not to use the POS Terminal(s) with any payment settlement service provider other than epay and not to assign or transfer their use to any third party,

(h) always operate and maintain the equipment in accordance with the Operating Guide,

(i) use only those materials in connection with the POS Terminal(s) that have been previously approved by epay. Any damage or malfunction of equipment or materials due to the use of unapproved equipment and materials shall be the sole responsibility of Merchant,

(j) take reasonable care of each POS Terminal it uses, maintain such POS Terminal in a secure location and in good working order, and not tamper with, modify or alter it,

(k) report to epay any damage to any POS Terminal as soon as it becomes aware of such damage,

(l) in the event of damage, abuse, or negligence of any POS Terminal, such that epay is required to repair the POS Terminal, pay to epay the Fees as included in clause 1. (f) of Schedule 3 of the –Framework Agreement.

(m) permit epay, epay's representatives, subcontractors or any other person authorized by epay, to enter its store at all reasonable times for the purpose of inspecting , repairing, maintaining or removing the POS Terminals and to provide such persons with all reasonable assistance. For such visit, Merchant may be charged the Fees as included in clause 1. (f) of Schedule 3 of the Framework Agreement,

(n) not sell, charge, encumber, assign ownership, or otherwise dispose of any POS Terminal(s).

(o) insure against loss or damage to the POS Terminal(s).

(p) release and discharge epay from all present and future obligations and liabilities that the latter may have towards the Merchant or any person claiming through the Merchant, in respect of:

(i) the quality or condition of the POS Terminal(s); and/or

(ii) all losses, costs, expenses (including legal expenses), damages and liabilities whatsoever that may arise from the POS Terminal(s) while in the Merchant's store, inasmuch as the Merchant accepts that epay is not the manufacturer or the representative of the POS Terminal(s) or the specialist in POS Terminals or similar products.

(g) to acknowledge as valid and binding all entries made through the POS Terminals for installation at its store and to waive its right to dispute any entry and/or to seek compensation for any damage or malfunction due to entries made through such POS Terminals.

**2.1. the settlement of Transactions without Card's physical presence (CNP Transactions).** If the Merchant has been approved by epay for the processing of CNP Transactions, epay will make available to the Merchant's Epay - E-commerce platform (Epay - eCommerce).

**2.2.** In particular, the acceptance of CNP Transactions may take place in the following ways:

**2.3 "Redirection Service":** a service for the Cardholder to be redirected for transactions carried out in the Merchant's online store (eshop), to a secure website of the "Epay-eCommerce" platform, where the Cardholder enters the Cardholder's details by typing them in the respective fields provided for this purpose.

**2.4. "I- Frame Service":** service of transferring the Cardholder for transactions carried out in the Merchant's online store (eshop), to a special page of the Merchant's online store where there is a predefined space (i- Frame window) where epay's page appears, in which the Merchant's Customers enter their Card details.

**2.5. "XML Web Service":** Service of (a) transferring of the Cardholder for transactions carried out in the Merchant's online store (eshop), to a special page of the Merchant's online store where he/she enters his/her Card details and which operates with a secure communication protocol and (b) forwarding of the Transaction details to Epay-eCommerce platform.

**2.6. "Virtual POS Simple" :** Epay's Web application that allows the Merchant, when making payments via telephone communication with his Customers, to enter the Transaction details using a URL and username/password for the execution of each Transaction.

**2.7. "Virtual POS web Simple":** application owned by the Merchant, in which the Merchant enters the details of the Transaction carried out through telephone communication with its Customers and which are transferred to Epay - eCommerce.

**2.8. "Easy pay Link/pay by link":** web application of epay through the use of which the Merchant accepts Electronic Payments from its Customers for transactions carried out remotely through the provision by epay of a payment link, which is sent to the Cardholder for the transfer of the latter to the electronic page of epay in order to enter the Card details for the execution of the payment.

**2.9. "Batch File":** the Merchant sends to epay at regular intervals an aggregated electronic file of recurring Electronic Payments (standing orders with card), which includes the details of the Transactions.

**2.10.** The Merchant in Card Not Present Transactions (CNP Transactions) shall provide prominently and unequivocally all other information as required by the Rules, and in particular the Merchant shall inform Customers of:

(a) the Merchant's location

(b) the Merchant's contact details, including telephone number and email address

(c) data privacy policy

- (d) description of security measures
- (e) provide to Customers a complete description of the Merchant's Product/Service marketed/sold by the Merchant;
- (f) return and refund policy
- (g) the currency in which a transaction will be made
- (h) any export restrictions that will apply to the Merchant's Product/Services; and
- (i) policy on a delivery and shipment of the Merchant's Product/Services.
- (j) to keep the evidence of transactions (delivery note, any documents of receipt, etc.)

**2.10.1.** In order to enable epay to provide the Services, the Merchant agrees that:

- (a) shall establish and maintain at all times the connection with epay's technical infrastructure of epay, in particular epay's online applications, via APIs, webservice and/or any other interface made available by epay to the Merchant and as notified to the Merchant from time to time,
- (b) will carry out CNP Transactions through epay's electronic applications relating to specific types of CNP Transactions.

**2.10.2.** In relation to the registration of specific Card data required for CNP Transactions, the Merchant is obliged to:

- (a) obtain the Customer's last name, first name, residential address, Card number, Card expiry date and, if applicable, the Card Verification Code, as well as any other data that may be required by the Card Systems;
- (b) inform of any written or oral announcements issued by epay regarding Cards which, for any reason, should no longer be accepted or used;
- (c) not proceed to transactions in cases where, as detailed in this Clause, a Card has expired, the Customer provided incorrect Transaction data or the Card has been blocked from use, unless epay allows the transaction by sending a special approval to the Merchant via a special code.
- (d) in the case of orders by mail or telephone (MO/TO Transactions), obtain epay's approval and write on the transaction receipt "order by mail" or "order by phone", as applicable
- (e) in the case of an E-Commerce Transaction, if applicable, generate a Token through the Tokenization Web Service.
- (f) in the case of recurring E-Commerce Transactions, obtain and provide to epay all required information about each recurring E-Commerce Transaction in the format and to the specifications required by epay as set out in the Operating Guide and in accordance with the Rules; and
- (g) for Cards that require strong customer authentication, implement and maintain a solution that enabling Customers to complete strong authentication.

**2.10.3.** If the Merchant has been approved by epay to process MO/TO Transactions, including through the Merchant's call center facility, notwithstanding other provision in the Contract, Merchant warrants to epay that any Card information obtained as required by this Contract will be provided to epay in a encrypted format and by the means of communication as set out in the Operating Guide.

**2.10.4. UNATTENDED POS**

In connection with Unattended POS, the Merchant is required to:

- (a) ensure that i) the location - installation area of the Unattended POS is clean and kept clean at all times, without sloping floors, away from heat sources (radiators, boilers), gas supply, water supply (taps, pipes), ii) adequate lighting is provided and adequate electrical lines are available for the necessary connections, including alarm connections iii) the following are provided: infrastructure and equipment for a wired telephone line and telephone jack, electrical power supply, security camera with recorder facing the Unattended POS, with video recording infrastructure and a minimum recording period of 15 days, otherwise as specified by epay, (iv) antenna infrastructure and wireless communication equipment at least via 3G with epay's systems shall be provided as an alternative (backup) communication infrastructure in case of a wired connection failure; (v) sufficient space is provided around the Unattended POS for the technicians and maintenance staff, who are responsible for the task of regular preventive and/or emergency corrective maintenance and support of the Unattended POS (vi) the location and installation of the Unattended POS is designated, sufficiently isolated, (vii) adequate ventilation and air conditioning is provided at the location where the Unattended POS is installed; (viii) the installation of the Unattended POS is not visible to unauthorised third parties (e.g., by a person or animal).(ix) the location and installation area of the POS Terminal without Operator is not visible to unauthorized persons (e.g. customers) and is secured in a special cabinet or construction of metallic or other durable material or in a room or other enclosed area with a security door and lock for limited access; (viii) the location and installation site of the Unattended POS shall be equipped with a generator and UPS system in case of power failure or voltage fluctuations,
- (b) to accept the on-site examination and suitability check of the location and the installation site of the Unattended POS by epay, with the presence of its designated partners, if appropriate , for the complete and safe service to the Merchant.

## **SCHEDULE 2**

### **VALUE ADDED SERVICES**

Epay shall provide Merchant with one or more Value Added Services, as chosen by Merchant in the Merchant Application Form, or as added to the scope of the Framework Agreement from time to time. Epay reserves the right to discontinue any of the following in this Schedule Services upon prior notice to the Merchant in accordance with the Framework Agreement. Specifically, the Value Added Services provided by epay are the following:

#### **1. DYNAMIC CURRENCY CONVERSION (DCC):**

##### **1.1. INTRODUCTION**

Dynamic Currency Conversion ("**DCC**") is a financial service in which Cardholders of Non Euro Cards, have the option of converting the Transaction amount into their billing currency when making a Transaction at a Merchant located in Greece ("**DCC Transaction**"). In the case of a DCC Transaction, epay converts the purchase amount into the Cardholder's billing currency instead of the Card issuing institution. ("**DCC Services**").

##### **1.2. DCC SERVICES**

**1.3.** Epay has developed a solution which enables the provision through merchants of DCC Services to Non-Euro Cardholders at their locations, provided that DCC Service is activated on Merchant's Terminal.

**1.4.** Epay will provide the DCC Services for eligible Cardholders at the POS Terminals in order to cover all eligible Transactions.

**1.5.** DCC Transactions initiated by Cardholders will be routed via epay's payment gateway connected to each of the Card or Payment Scheme.

##### **1.6. TRAINING**

**1.7.** Epay will provide an initial training material and/or training session to the Merchant and any employees of the Merchant.

**1.8** After epay has provided the training, the Merchant shall be responsible for ensuring that any of its employees shall be trained by it.

##### **1.9. ELIGIBLE CURRENCIES**

The DCC Services will be available for a specific list of currencies supported by each of the Card or Payment Scheme, as listed on epay's website.

##### **1.10. DCC TRANSACTION REVENUE**

**1.11.** For each DCC Transaction, epay will use the currency exchange rates as provided by the Card or Payment Schemes, or any third party provider, and valid for the calendar day when the DCC Transaction takes place.

**1.12.** The currency exchange rates offered to Cardholders will include a margin to cover the exchange rate risk of epay, which will be expressed as a percentage (%) and will be added by epay to the exchange rates obtained from the Card or Payment Schemes.

**1.13.** The applicable DCC margin will be determined from time to time by epay. Epay may from time to time at its sole discretion, amend the DCC margin.

#### **1.14. SETTLEMENT OF DCC TRANSACTIONS**

Each Business Day, epay shall be responsible for performing the settlement of DCC Transactions with the Card or Payment Schemes as part of the regular daily settlement process.

#### **1.15. REFUNDS AND CHARGEBACKS**

For any refunds and Chargebacks, epay will use the currency exchange rates of the Card or Payment Schemes, or any other third party provider which will be valid for the day of the refund and/or Chargeback. If epay notifies Merchant that the Merchant owes any amount to epay due to any refund or rebate processed, Merchant shall immediately transfer such amount to the bank account specified by epay.

### **2. MULTICURRENCY**

#### **2.1. INTRODUCTION**

Multicurrency service is a service in which CNP Transaction is effected, including authorized by the issuing institution, in a currency other than Euro selected by the Merchant in the Merchant Application Form and then converted by epay and settled with the Merchant in Euro ("**Multicurrency Transaction**"). In the case of a Multicurrency Transaction, epay is the exchange rate provider and converts the Transaction amount into the Merchant's settlement currency (EURO) instead of settling it in the Transaction currency. ("**Multicurrency Services**").

#### **2.2. MULTICURRENCY SERVICES**

**2.3.** Epay will provide the Multicurrency Services for eligible Merchants on the epay- e-commerce platform.

**2.4.** Multicurrency Transactions initiated by Cardholders will be routed through epay's payment gateway, connected to each of the Card or Payment Schemes and/or Card issuing Institution.

#### **2.5. TRAINING**

**2.6.** Epay will provide an initial training material and/or training session to the Merchant and any employees of the Merchant to ensure that the general standards of the Multicurrency Services comply with the Card or Payment Scheme Rules.

**2.7.** After epay has provided the training, the Merchant shall be responsible for ensuring that any of its employees shall be trained by it.

#### **2.8. ELIGIBLE CURRENCIES AND CURRENCY EXCHANGE RATE**

**2.9** The Multicurrency Services will be available for a specific list of currencies indicated by epay and as selected by the Merchant in the Merchant Application Form.

**2.10.** For each Multicurrency Transaction, epay will use the currency exchange rates provided by the Card or Payment Schemes and will be valid for the calendar day when the Multicurrency Transaction takes place. The Merchant will be informed of the currency exchange rates by epay, either daily or whenever there is a change in the currency exchange rates. Changes in the currency exchange rates shall be applied immediately and without notice.

### **2.11. SETTLEMENT OF MULTICURRENCY TRANSACTIONS**

Every Business Day, epay shall be responsible for performing the settlement of Multicurrency Transactions with Card or Payment Schemes and/or Card Issuing Institutions as part of the regular daily settlement process. In particular, Payments shall be made to the Merchant, no later than the end of the next Business Day, in EUR, to the Merchant's Settlement Account, based on the currency exchange rates sent by epay to the Merchant on the previous Business Day.

### **2.12. REFUNDS AND CHARGEBACKS**

For any refunds and Chargebacks, epay shall use the currency exchange rates, for which the Merchant shall be informed by the latter, and which are valid for the day of the refund and/or Chargeback. If epay notifies Merchant that it owes any amount to epay due to any refund or rebate processed, Merchant shall immediately transfer such amount to the bank account specified by epay.

## **3. ALL WEEK PAY**

**3.1.** Epay provides the Merchant with the opportunity to use the All Week Pay. With All Week Pay, payments will be settled and made to the Merchant's Settlement Account no later than the next (calendar) day.

**3.2.** All Week Pay is provided by epay to the Merchant, at a cost of one (1) euro per week, and will be agreed in particular on a case-by-case basis in the Merchant's Application Form.

**3.3.** Otherwise, the terms of the Contract apply and are applicable to the Transaction Settlement Services from epay to the Merchant.

**3.4.** The ability to use All Week Pay is automatically activated from the Effective Date of the Contract and the Merchant reserves the right to terminate it after informing epay in writing or via telephone.

## **4. ACCOUNT VERIFICATION**

**4.1** The Account Verification Service concerns the certification of the validity of the Cardholder's Card without charging the Card (zero amount transaction). This verification takes place when the Cardholder wishes to store his/her Card for future transactions (Tokenization Service or recurring transactions).



**4.2.** This Service is provided by epay to the Merchant, at a cost which will be determined in the Merchant's Application Form.

## **5. TOKENIZATION SERVICE**

**5.1.** The Tokenization Service is an online service provided by epay to protect the sensitive information of the Customer's Card by replacing the Customer's Card number with a unique digital identification code ("Token").

**5.2.** This Service is provided by epay to the Merchant, at a cost that will be determined in the Merchant's Application Form.

## **6. INTEREST FREE INSTALMENTS**

A service provided to Greek credit Card holders that allows the Cardholder to pay equal monthly instalments for the purchase or lease of Merchant's Products/Services from the Merchant.

### **7.2. ACTIVATION OF THE SOFT POS SERVICE**

**7.2.1.** In order to activate the Service, the Merchant must download the PHOS application on his smart device via Google Play, which automatically converts the device into a POS terminal. By using the application, the Merchant acknowledges and accepts the terms of use of the application.

**7.2.2.** Once the application is installed on the Merchant's smart device, the following steps must be followed:

(a) security check.

(b) identification of the Merchant through the registration of the respective credentials (username and password) which will be created at the commencement of the Merchant - epay cooperation, as mentioned in article 2.

(c) providing Merchant's consent: i) for the application to access its location (for devices with Android 10 operating system or newer) and ii) for access to its telephone calls/contacts and for the International Mobile Equipment Identity (IMEI) for devices with operating system older than Android 10.

**7.2.3.** For the installation and operation of the PHOS application on the Merchant's smart device, the smart device must meet the following technical requirements:

(a) have an Android operating system and in particular an OS version of Android 8.1 or later or OS Android 10 or later

(b) to be connected on the internet

(c) it must have an NFC antenna

**7.2.4.** Through the application the Merchant shall have the following capabilities:

(a) accept contactless payments from its customers; and

(b) notification of all transactions that have taken place through the application on a daily, weekly and monthly basis.

**7.2.5.** Upon completion of the transaction (whether approved or rejected) the Merchant has the option to send the cardholder the corresponding receipt via:

- (a) an e-mail; or
- (b) by SMS (text message), or
- (c) a QR code, which will be scanned by the cardholder with their mobile/tablet camera, if their device supports this function; or
- (d) a printer connected via Bluetooth to the Merchant's smart device.

### **7.3. MODIFICATION-SUSPENSION-CANCELLATION OF SERVICE**

**7.3.1.** The term of use of the soft pos Service is agreed for an indefinite period of time as set out in clause 10 of the Framework Agreement, and may be terminated by either party in accordance with the specific provisions of clause 21 (Termination) of the Framework Agreement.

**7.4.** epay reserves the right to modify, suspend or discontinue the soft pos Service at any time, with or without notice. Merchant agrees that epay shall have no liability against them or any third party for any such modification, suspension or discontinuance.

### **7.5. COST**

The soft pos Service will be provided by epay to Merchant at a monthly cost to be specifically agreed upon on a case-by-case basis in the Merchant Application Form.

### **7.6. INTELLECTUAL PROPERTY**

**7.6.1.** By activating the Soft Pos Service, a limited, non-exclusive and non-transferable license to use the PHOS soft pos application, which is the soft pos application for mobile devices, is granted to the Merchant.

**7.6.2.** The Merchant acknowledges and accepts that the above provided software of the application, including the developments and improvements made from time to time, as well as all economic use rights thereon, shall remain the full and exclusive property of the company that has granted the relevant license to epay and shall be obliged to use it in accordance with the intellectual and/or industrial property rights of such company.

**7.6.3.** The Merchant undertakes to indemnify and hold epay harmless from any damage suffered by epay due to the infringement of the rights referred to in Articles 6.1. and 6.2.

### **7.7. OTHER OBLIGATIONS OF THE MERCHANT**

**7.7.1.** The Merchant is obliged to regularly check via the smart device for any updates to the application, and to immediately perform them.

**7.7.2.** The Merchant is obliged to keep the smart device constantly updated in accordance with the manufacturer's specifications and free of malicious software and applications that may compromise its security and control system.

**7.7.3.** The Merchant is otherwise obliged to comply with the provisions of the Framework Agreement, which governs its general cooperation with epay, regarding the provision of card transaction acceptance and acquiring services.

### SCHEDULE 3

#### FEES

1. The Fees payable to epay, depending on the Services that the Merchant chooses, are the following:

- (a). the Activation/Installation Fee,
- (b). the Monthly Usage and Support Fees,
- (c). the Commission,
- (d) the Value-Added Services Fee
- (e) the Deactivation Fee; and

(f) all other fees that Merchant may have to pay to epay under the Contract and which cannot be fully defined in terms of their size at the time of its preparation (e.g. fees of a technician's visit in case of a breakdown, fees of spare parts for a physical terminal, the fees of clause 8.4 of this Framework Agreement, fees of a physical terminal's replacement, fee of not returned POS (100,00€), fines imposed by third parties, such as the Card Schemes, or other fees that in any case will be communicated in detail to the Merchant, transaction rejection fee (0,05€/transaction), pre-approval fee (0,05€/transaction), 3D secure authentication fee (0,03€/transaction), as well as those indicated in the Merchant's signed Application Form.

Unless otherwise indicated, the payment currency is in euros. The above fees under 1.(a). -1. (f). shall be collectively referred to as **"the Fees"**.

2. The provision of the service of configuration and activation of the technical means for the provision of the Services and/or Value Added Services as contained in the Merchant Application Form, shall be referred to hereinafter as **the "Activation/Installation Fee"**.

3. The monthly fees paid by the Merchant for the right to use the physical POS terminal or the Epay - Ecommerce platform, the maintenance fees, technical support etc. chosen by the Merchant, as they are included in the individualized Merchant Application Form, shall be referred to as **"Monthly Usage and Support Fees"**.

4. The percentage and/or the fixed amount on each Transaction, as more specifically set out in the Merchant Application Form and in Clause 4.3 below, for each payment settlement or for each refund of amount shall be referred to hereinafter as **"Commission"**.

4.1. The Commission is quoted exclusive of value added tax, service tax, business tax and any other taxes. In case value added tax, service tax, business tax or any other sales tax is or becomes chargeable, epay shall be entitled to deduct such tax from any amount(s) payable to Merchant, provided that epay shall give information on the net amount, the amount of the tax and the applicable tax rate through at least monthly statement(s) issued and communicated to Merchant.

**4.2.** The Commission paid by the Merchant shall vary, depending on the type of the pricing as agreed in the Merchant's Application Form and is defined as follows:

**4.2.1.** In mixed pricing, the Commission is total and includes (a) the net epay fee, (b) the fees of the Card or Payment Schemes and (c) the Interchange Reimbursement Fee (IRF). The Commission is a fixed percentage of the Transaction and/or a fixed amount per Transaction.

**4.2.2.** In the itemized pricing the Commission is detailed and includes: (a) the Interchange Reimbursement Fee (IRF), which concerns the Card issuer, (b) the fees of the Card or Payment Scheme and (c) the net epay fee. The Commission in itemized pricing is a variable amount per Transaction in respect of (a) and (b) as it is adjusted to the variable fees of each Card Issuer and each Card Scheme and a fixed amount per Transaction in respect of (c).

**5. " Value Added Services Fee"** refers to the cost of the Services of Schedule 2 and is charged according to a special agreement between Merchant and epay, individualized in the Merchant's Application Form.

**6.** The cost of configuring and deactivating the technical means for discontinuing the provision of the Services and/or Value-Added Services as contained in the Merchant Application Form shall be referred to hereinafter as **the "Deactivation Fee"**. The Deactivation Fee, amounts to forty (40,00) euros and shall be charged to Merchant if it terminates the Contract without justification within

(a) the first two (2) Contractual Years if it is not a Micro - Enterprise; or

(b) within the first six (6) months if it is a Micro – Enterprise,

from the Effective Date of the Contract. In any other case, Merchant shall not be charged the above Deactivation Fee.

**7.** The Merchant shall make all payments under the Contract without withholding or deduction in respect of any tax, unless required by applicable law. If any withholding or deduction is required by applicable law, the Merchant shall pay to epay such additional amount as is required to ensure that epay receives the same total amount as it would have received if no such withholding or deduction had been made.

**8.** Any fee payable by the Merchant and/or relevant tax shall be deducted from the settlement amount(s) of the Transaction(s).

**9.** If epay is unable after the Settlement of the Transactions to deduct any of the Fees payable by the Merchant under the Contract, then:

(a) epay will collect such amounts directly from the Merchant's Settlement Account under a direct debit mandate established in accordance with Term 4.2.(i),

(b) if epay is unable to collect such amounts directly from the Merchant's Settlement Account for any reason, the Merchant shall pay to epay such amounts upon epay's

request. Any amount collected by direct debit, or otherwise, pursuant to Clause 7 of Schedule 3, shall be recorded in the statements provided by epay to Merchant.

**10.1.** In case of overdue payments, epay reserves the right to claim interest on the outstanding amount, at a rate of 1.5% per month or the maximum interest rate allowed by law, whichever is less.

**10.2.** If the Merchant delays the payment of any Fee after two (2) months from the date it becomes due, epay reserves the right to suspend the provision of the Services until the payment of the overdue amount. If the Merchant pays the above amount, the lifting of the suspension of the Services will take place on Friday (by 11:59 pm) of the next calendar week following the date of payment.

**11.** The Fees are subject to amendments in accordance with Clause 14 of the Framework Agreement.

**12.** The Merchant expressly agrees that any document and/or record of epay has full evidentiary value even before a court or other competent authority.

**13.** Taking into consideration the overall relationship with the Merchant, epay may, at its discretion, make rebates on the initial total pricing.

**14.** Epay shall provide statements to Merchant on a monthly basis as well as access to the Merchant portal maintained by or on behalf of epay at the URL that epay shall from time to time notify Merchant in writing.