

## Terms of Supply and Use of Equipment of POS

**Latest update: May 25, 2018**

Important notice: In case there is a difference between the Greek and English versions, then the Greek version is valid.

### **1. Subject of the present Terms**

1.1 The present Terms govern the supply of terminal equipment which suitable for conducting transactions using bank cards (hereinafter referred to as the **“Equipment”**) which the company under the corporate name **“Societe Anonyme for the Management & Operation of Networks for Electronic Transactions Cardlink”** and with the distinctive title **“CARDLINK S.A.”**, having its registered seat at Irakleio of Attica, 41-45 Marinou Antipa Str., with Tax Registration Number 999265069, Tax Offices FAE of Athens (hereinafter referred to as **“Cardlink”**) offers for purchase and/or lease to enterprises that accept the execution of transactions with clients (cardholders) using bank cards or cards provided by other issuers as a means of payment (hereinafter referred to as the **“Enterprises”** or **“You”** and each one of them as the **“Enterprise”**).

1.2 An enterprise which has successfully completed the registration process in Cardlink’s systems and has submitted an order form to Cardlink or to any authorized representative by any acceptable means and/or online, through the submission of the order, declares that it has read, understood and unequivocally accepted the present terms in the name and on behalf of the Enterprise. If you do not agree with the present terms, you are advised to abstain from submitting an order and from conducting any transaction with Cardlink.

### **2. Purchase or Lease of Equipment from Cardlink**

2.1 Cardlink provides Enterprises with the possibility to purchase or lease the Equipment under the condition that the order form has been submitted by the Enterprise included all necessary information, that order has been approved by Cardlink, that the Equipment is available and that the relevant invoice has been paid.

2.2 Cardlink exclusively targets Enterprises which, for the performance of their professional activity, wish to accept payments conducted through electronic cards.

2.3 The Equipment provided by Cardlink as specified in the present terms is certified equipment pursuant to the mandatory instructions and regulations of the Greek authorities

(Bank of Greece) as well as of the international financial institutions (VISA/ MasterCard/ Amex/ China Union Pay) and PCI-DSS.

2.4 The Enterprises do hereby approve and recognize as valid and definite any and all registrations executed through the Equipment and expressly waive their right to challenge such registrations and/or to obtain compensation from Cardlink.

2.5 It shall be expressly pointed out that Cardlink does not constitute a credit and/or payment institution and as such, Cardlink bears no responsibility for concluding contracts for card acceptance (acquiring) between Enterprises and the collaborating Banks or for the performance of the obligations of the Banks against the Enterprises with respect to the acquiring agreements or the pricing policy of the respective Bank. Should you have any question regarding the execution and/or the performance of contracts for card acceptance, we kindly advise that you contact directly the competent Bank you collaborate with.

### **3. Orders**

3.1 In order to submit a valid order for Equipment, Enterprises are required to have concluded a contract for card acceptance with one or several Banks (i.e. credit, debit or other cards), which (cards) bear the mark of Visa, MasterCard, American Express, Diners or China Union Pay and apply the rules of Visa, MasterCard, American Express, Diners or China Union Pay payment systems.

3.2 The Enterprise may, at its own discretion, purchase or lease the Equipment.

Purchase of Equipment: In case of purchase of Equipment, Cardlink shall transfer the ownership of the Equipment upon the full payment of the price.

Lease of Equipment: In case of leasing of Equipment, Cardlink undertakes to grant to the Enterprise the right to use the Equipment for the time period specified in the order. Unless otherwise agreed, the minimum lease term shall be 18 months; upon expiry of such term and under the condition that the Enterprise continues to pay all charges in advance, the lease agreement shall be in effect for an indefinite period of time under the same terms and conditions.

3.3 Prior to submitting an order, Enterprises shall declare that they know and accept that:

(i) VAT is not included in the prices indicated for the Equipment.

(ii) Delivery costs are not included in the prices indicated. If there is no extra charge for delivery costs, this will be specified in the order form.

(iii) Price of the Equipment as well as the present terms might be amended, at any time, at Cardlink's discretion and as such, Enterprises undertake the obligation to visit Cardlink's Website at regular intervals in order to become aware of such amendments.

3.4 If you submitted the order form online, Cardlink will send, upon receipt of your order, a relevant confirmatory e-mail including the details of your order.

3.5 Enterprises may amend and/or cancel their order at any stage prior to the receipt of the Equipment, either by a phone call at 8011100767 or by e-mail sent to [pos4all@cardlink.gr](mailto:pos4all@cardlink.gr). Subsequently, Cardlink will inform them regarding the available choices depending on the status of the order.

3.6 Cardlink bears no responsibility for any errors in the indication of the characteristics of the Equipment.

#### **4. Financial Terms**

4.1 For the leasing of the Equipment, the following charges shall apply:

- Price for leasing the Equipment is calculated on a monthly basis and paid in advance on a six-month or annual basis.
- Minimum lease term of 18 months. In case of an early termination of the lease agreement prior to the completion of the 18-month term, the Enterprise shall be obliged to pay to Cardlink all rents corresponding to the first 18 months.
- In case the price for leasing the Equipment fails to be paid in advance, Cardlink may cease the operation of the Equipment and the provision of any ancillary services to the Enterprise without prior notice.

4.2 For the purchase of the Equipment, the following charges shall apply:

- One-off payment of the total price upon purchase of the Equipment.
- Any charges for the technical support of the Equipment are calculated on a monthly basis and are paid in advance on a six-month or annual basis. Cardlink may, at its discretion, provide the Equipment to Enterprises free of the monthly charge for the first year.

-In case the price for leasing the Equipment fails to be paid in advance, Cardlink may cease the operation of the Equipment and the provision of any ancillary services to the Enterprise without prior notice.

– In case of termination of the agreement, charges paid in advance shall not be reversed and/or returned, whereas any unpaid amounts shall immediately become payable and overdue.

4.3 Upon the expiry of each semester or year, Enterprise must pay in advance the charges for the following semester or year, depending on what has been agreed between the parties.

4.4 Enterprises may pay the respective charges to Cardlink through either direct debit systems or a deposit to Cardlink's account in the collaborating Banks.

## **5. Delivery of the Equipment**

5.1 Cardlink shall do its outmost to deliver the Equipment within 2-5 business days (Monday to Friday) from the notification of the Enterprise to the contact details provided upon submission of the order; Orders of Equipment and deliveries are only executed in Greek territory. Cardlink bears no responsibility for any delay in the delivery of the Equipment.

5.2 Equipment is delivered by courier along with installation instructions; customer support through phone calls is also available. In case you prefer a technical expert to visit you for the installation, you may contact Cardlink and Cardlink will inform you on the charges accrued for the on-the-spot visit of the technical expert as well as on the payment method.

5.3 Cardlink bears no responsibility for the any destruction or loss of the Equipment upon its delivery to the Enterprise.

## **6. Guarantee – Maintenance of Equipment**

Equipment Guarantee is provided by the manufacturer for one (1) year. During the period for which the guarantee is provided or following the expiry of such period provided that an explicit agreement has been made for the maintenance of the Equipment, the following shall apply:

6.1 Enterprises must inform Cardlink for any failure or malfunction of the Equipment. Technical failures shall be reported to Cardlink by telephone from Monday to Saturday from 08:00 to 22:00 ("Failure Report").

6.2 Within reasonable time from the Failure Report and/or any other relevant notification, Cardlink will proceed to any servicing, maintenance, repair work and/or to the replacement of the Equipment to the extent of its obligations depending on the type of the Equipment.

6.3 At Cardlink's discretion, the servicing, maintenance, repair work and/or the replacement of the Equipment shall be carried out as follows:

- (i) By telephone contact with Cardlink helpdesk; or
- (ii) Remotely through the relevant software operations of Cardlink; or
- (iii) By an on-the-spot visit of a specialized technical expert.

6.4 Enterprises have to provide access without hindrance to Cardlink's personnel and to its specially authorized technical experts to the areas where the Equipment is located.

6.5 Cardlink undertakes the responsibility to cover any costs accrued for the servicing, maintenance and/or repair of the Equipment, as well as for the purchase of any necessary spare parts. Expenses for batteries, power supplies and plastic components of the terminal equipment (i.e. the terminal's shell) are expressly excluded from the aforementioned expenses and their costs shall exclusively burden the Enterprise.

6.6 In case a failure or malfunction is attributed to the misuse of the Equipment, in violation of all –indicatively- the rules of Chapter 7, any costs accrued for the repair or replacement of the Equipment shall burden the Enterprise.

6.7 In case the Equipment has an actual defect or in case an agreed feature is missing, the Enterprise which has purchased the Equipment, except for the rights of the present paragraph, shall also be entitled to either reduce the price owed or return the Equipment to Cardlink.

## **7. Rules for the proper use of the Equipment**

7.1 Enterprises are obliged to provide Cardlink with telecommunication access compatible with the type of the Equipment and to generally facilitate Cardlink by providing all necessary information, material and help to Cardlink's personnel.

7.2 Upon a relevant written notification to Cardlink, transfer of the wired Equipment to an area other than the one specified in the order is permitted under the condition that

Equipment shall be exclusively used for transactions by card and in light of the purposes of the Enterprise and the present terms.

7.3 Enterprises are obliged to maintain the Equipment in good condition taking measures to ensure its proper functioning and protection as required for the functioning of any electronic device. Any costs (for the provision of a service and/or for any spare parts) accrued in excess to the normal use of the Equipment shall exclusively burden the Enterprise.

7.4 Any interference with the Equipment and/or its assembly as well as any misuse thereto (including without limitation the intervention of alien pieces, the placement or the exposure of the Equipment to a profoundly improper and damaging place in violation of Cardlink's instructions of use) is prohibited.

7.5 It is prohibited to grant the right to use the Device to any third party, without Cardlink's written consent.

7.6 By purchasing or leasing the Equipment, Enterprises merely acquire those rights of use of the software of the Equipment which (rights) are required in the framework of the present terms. Cardlink's software is part of an integrated information system which exclusively owned by Cardlink.

7.7 Enterprises are obliged to immediately notify Cardlink regarding:

1. i) Any loss, theft or malfunction of the Equipment;
2. ii) Any modification in the legal form, the representation, the address of its registered seat, store or branch; and
- iii) Any substantial modification of its economic or financial condition which may prejudice Cardlink's interests.

## **8. Right of Withdrawal – Termination**

8.1 All Enterprises may return the Equipment to Cardlink within [14] calendar days of its receipt and seek reimbursement of the purchase or the lease price that they had paid under the condition that the package of the Equipment has not been opened and that the Equipment remains in perfect condition. Withdrawal may be unjustified and free of charge for the Enterprise, excluding any costs for the return of the Equipment. The Equipment that is to be returned must be accompanied by the original receipt or the invoice of purchase. Withdrawal notice shall be exercised in writing and/or electronically and Cardlink shall be

obliged to send a confirmation of receipt of the withdrawal notice as soon as it receives it. Withdrawal notice must contain the intention of withdrawal, the number of order, the place and date of receipt of the Equipment, the full details of the Enterprise, the date of dispatch. The reimbursement of the price shall be made either by crediting a bank account the details of which have been provided to Cardlink or by directly crediting the credit card which had been used for the payment of the order.

#### 8.2. Leasing of Equipment:

- In case of violation of any of the present terms by the Enterprise or termination of the agreement between the Enterprise and the Bank, Cardlink may, at its discretion, terminate the operation of the Equipment and the provision of any ancillary services to the Enterprise, in whole or in part, and to remove the Equipment without prior notice.
- In case of termination of the cooperation between Cardlink and the Enterprise, for any reason whatsoever, the Enterprise shall be obliged to return within ten (10) working days to Cardlink any material provided for the use of the Equipment, as well as the Equipment itself, and any accessories, components and other elements, in good condition.

#### 8.3 Purchase of Equipment:

- In case of violation of any of the present terms by the Enterprise or termination of the agreement between the Enterprise and the Bank, Cardlink may, at its discretion, terminate the operation of the Equipment and the provision of any ancillary services to the Enterprise, in whole or in part, without prior notice.
- In case of termination of the cooperation between Cardlink and the Enterprise, for any reason whatsoever, the Enterprise shall be obliged to return within ten (10) working days to Cardlink any material provided for the use of the Equipment.

### **9. Liability – Force majeure**

Cardlink bears no responsibility in case it fails to comply with its obligations either due to a technical failure of the Equipment or for reasons that cannot be attributed to Cardlink, including incidents of force majeure. Furthermore, Cardlink bears no responsibility for registrations made through the Equipment; all relevant disputes shall be resolved between the Bank and the Enterprise.

### **10. Personal Data – Confidentiality**

10.1 By accepting to the present terms, each Enterprise provides its explicit and unequivocal consent for storing, processing and transferring its data and transactions details to third collaborating companies for the purposes of the present terms and/or for other relevant purposes, including the transferring of informative material from Cardlink or third parties to the Enterprise. In addition, the Enterprise provides its explicit and unequivocal consent for the transferring of any data and other details notified to Cardlink from Cardlink to the Bank collaborating with the Enterprise for the purpose of conclusion and execution of the contract for card acceptance. The Enterprise does hereby provide its consent for the processing of transaction data for the execution of aggregated reports and the statistical analysis of transactions by Cardlink.

10.2 Cardlink allows access to personal data which concern Enterprises or their representatives only to authorized individuals and for the purposes of the processing, as specified in the present terms.

10.3 For further information regarding the processing of personal data disclosed to Cardlink, Enterprises may send an e-mail to [dataprotection@cardlink.gr](mailto:dataprotection@cardlink.gr) with the subject line “Personal Data”.

10.4 In case any Enterprise does not wish personal data it has provided to Cardlink to be used for further processing purposes except for those stipulated in the present terms, such Enterprise may send an e-mail to [pos4all@cardlink.gr](mailto:pos4all@cardlink.gr) with subject line “Personal Data” from the e-mail address submitted upon its registration.

10.5 Both Cardlink and the Enterprise are obliged to respect the privacy of any confidential information of the other party disclosed to them during the course of the present relationship.

## **11. Notifications**

Notifications of documents shall be accordingly made at Cardlink’s registered seat and at the addresses that Enterprises have identified as their registered seat in the order form. Both Cardlink and Enterprises are obliged to communicate in writing to the other party any change regarding their registered seat.

## **12. Governing Law – Jurisdiction**

The present terms are governed by Greek law. Any dispute arising from or in relation to the present terms shall be resolved by the competent Courts of Athens.