

## Terms of Supply and Use of POS Equipment

Latest amendment: March 19, 2024

### A. Subject of the Terms

### B. Purchase of Equipment

### C. Lease of Equipment

#### **A. Subject of the Terms**

The present Terms govern the supply and use of terminal equipment which is suitable for conducting transactions using bank cards (hereinafter the **“Equipment”**) and which the company under the corporate name **“Single-Member Societe Anonyme for the Management and Operation of Electronic Transaction Networks CARDLINK.”** and with the distinctive title **“CARDLINK S.M.S.A”**, having its registered seat at 253-255 Mesogeion Avenue & Riga Fereou 44-46, 154 51 Neo Psychiko, Attica, with Tax Registration Number 999265069, Tax Office FAE of Athens (hereinafter **“Cardlink”**) offers for purchase or lease to enterprises (hereinafter the **“Enterprise”** or the **“Enterprises”** or **“You”**) which accept the execution of transactions with clients (cardholders) using bank cards or cards provided by other issuer or other means of electronic payment as means of payment.

An enterprise, which has successfully completed the registration process in Cardlink’s systems and submits an order form to Cardlink or to any of its authorized representatives through any acceptable means and/or online at [www.cardlink.gr](http://www.cardlink.gr), by submitting the relevant order declares that it has read, understood and unequivocally accepted the present terms, without exception, in the name and on behalf of the Enterprise. If it does not agree with the present terms, it shall abstain from submitting an order and from conducting any transaction with Cardlink. The submission of an order to Cardlink is considered as unconditional acceptance of the present terms and conclusion of an Agreement between the Enterprise and Cardlink.

#### **B. Purchase of Equipment**

##### **1. Purchase of Equipment from Cardlink**

1.1 Cardlink provides Enterprises with the possibility to purchase - Equipment according to the commercial/financial offer specifically proposed by Cardlink or by its third authorized partner to the Enterprise at the time the parties start cooperating, provided that the order form has been submitted by the Enterprise, fully completed in relation to all required blank fields and the order has been approved by Cardlink, that the Equipment is available and that the relevant invoice has been fully paid.

1.2 Cardlink exclusively targets Enterprises which wish to accept payments conducted through bank cards or other means of electronic payment for the performance of their professional activity. Therefore, the resale of the Equipment and the transfer of ownership or granting of its use to third parties, with or without consideration, without the express consent of Cardlink are explicitly prohibited.

1.3 The Equipment provided by Cardlink in the context of the present terms is certified pursuant to the mandatory instructions and regulations of the Greek authorities (Bank of Greece) as well as of the international financial institutions (by way of indication VISA/ MasterCard/ Amex/ China Union Pay and PCI-DSS).



1.4 The Enterprise does hereby recognize as valid and definite any and all registrations executed through the Equipment and expressly waives its right to challenge such registrations or to request compensation from Cardlink.

1.5 It shall be explicitly pointed out that Cardlink does not constitute a credit or payment institution and, as such, Cardlink bears no responsibility for concluding contracts for the acceptance of electronic means of payment (acquiring) between the Enterprises and the collaborating Banks and other payment institutions which are chosen by the Enterprise, nor for the performance of the obligations of the Bank and other payment institutions against the Enterprise with respect to the acquiring agreements or the pricing policy of the Bank or of the other payment institutions. Should you have any question regarding the execution or the performance of a contract for the acceptance of electronic means of payment, we kindly advise you to directly contact the competent Bank or the payment institution with which you collaborate with.

## 2. Orders

2.1 In order to submit a valid order for Equipment to Cardlink, Enterprises are required to have concluded a card acceptance agreement (i.e. by way of indication credit, debit, prepaid or other cards), with one or more Banks or payment institutions which (cards) bear the trademark of Visa, MasterCard, American Express, Diners, China Union Pay or possibly another trademark in the future, and apply the rules of the respective payment systems (by way of indication Visa, MasterCard, American Express, Diners, China Union Pay).

2.2 The Enterprise may choose to purchase the Equipment according to Cardlink's pricing policy and the commercial/financial offers, which are in force at the time the parties start cooperating.

2.3 Orders will be received: a) through the internet by filling in the relevant order form available at [www.cardlink.gr](http://www.cardlink.gr), or/and b) through a telephone order received by our authorized partner, or/and c) through a third authorized representative of Cardlink. The order is considered received by Cardlink, after you receive a relevant confirmation e-mail at the registered e-mail address, which will include the details of the order you submitted (the "**Order Confirmation e-mail**") or in any other way Cardlink deems suitable according to the respective sale process. Throughout the processing and execution of your order, you will receive relevant, automated or not, information messages from Cardlink regarding the progress of your order.

2.4 Upon completion of the ordering process and acceptance of the present terms, the Enterprise will choose the desired method of payment, i.e. through a payment card, by deposit into a bank account or by any other proposed method of payment.

2.5 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 of the Equipment are not included in the prices indicated for it. If there is no extra charge for delivery costs, this will be specified in the order form.
- iii. The prices of the Equipment as well as the present Terms might be amended, at any time, at Cardlink's discretion and as such, the Enterprise undertakes the obligation to visit Cardlink's Website [www.cardlink.gr](http://www.cardlink.gr) at regular intervals in order to become fully aware of such amendments.

2.6 In case of an online order, Cardlink will approve your order and proceed with its execution, only upon acceptance of the present terms and the successful completion of the payment process from your part, which will be confirmed through a relevant e-mail (the "**Order Approval Email**") from Cardlink.



2.7 Enterprises may correct and/or cancel their order at any stage prior to the receipt of the Equipment, either by a phone call at (+30) 210 6303000 or by e-mail sent to [support@cardlink.gr](mailto:support@cardlink.gr). Subsequently, Cardlink will inform them regarding the available choices depending on the status of the order.

2.8 Cardlink bears no responsibility for any errors in the indication of the Equipment's characteristics.

2.9 In particular, with respect to orders of Equipment which are effectuated by electronic means through Cardlink's e-shop at [www.cardlink.gr](http://www.cardlink.gr), the Equipment is available according to the marketing options, as these are presented on the above website.

2.10 The various Equipment offers are valid until stocks are exhausted or for a specific period of time, depending on Cardlink's current commercial/financial offers.

2.11 In case the Equipment ordered is not available, Cardlink reserves the right not to accept the order, and therefore the relevant sale will be considered as not drawn up.

2.12 **Purchase of Equipment:** Cardlink transfers the ownership of the Equipment upon full payment of the relevant invoice.

### 3. Financial Terms

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

- i. One-off payment of the total price upon purchase of the Equipment.
- ii. Any charges for the support of the Equipment are calculated on a monthly basis and are paid in advance at regular intervals (by way of indication on an annual basis) according to Cardlink's commercial policy at the time, with the exception of those mentioned below in 3.3. Cardlink may, at its discretion, provide the Equipment to Enterprises free of the monthly charge for the first year.
- iii. If any instalment payment for the support of the Equipment, which shall be paid in advance, is not executed for any reason, Cardlink may cease the operation of the Equipment and the provision of any ancillary services to the Enterprise without prior notice.
- iv. In case of termination of the agreement, charges paid in advance shall not be reversed, offset or returned, whereas any unpaid amounts shall immediately become due and payable.

3.2 More specifically, for the purchase of Equipment by the Enterprise through Cardlink's e-shop, the following shall apply:

- i. The Equipment can be purchased either by using a debit/credit card or by an online payment through bank (IRIS).
- ii. The adjustment of reduced VAT before purchasing the Equipment is not possible. If the Enterprise is entitled to reduced-rate VAT, it shall contact Cardlink by e-mail at [support@cardlink.gr](mailto:support@cardlink.gr) or by phone at (+30) 210-6303000 after the completion and payment of the Equipment order, for the necessary actions to be made.

3.3 Upon expiry of each prepaid period for the support of the Equipment, the Enterprise must pay to Cardlink in advance, without further notice, the charges for the following specified period, depending on what has been agreed between the parties.

3.4 The Enterprise may pay the charges to Cardlink either through direct debit or by deposit into an account kept by Cardlink in the collaborating Banks.

### 4. Delivery of the Equipment

4.1 Cardlink shall do its utmost to deliver the Equipment within two to five (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.

4.2 The Equipment is sent by courier along with installation instructions printed on the Equipment's box; telephone support of the Enterprise with respect to the Equipment's installation 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.

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

## 5. Guarantee-Maintenance of Equipment

Equipment Guarantee is provided by the manufacturer of the respective product under the terms of each manufacturer. During the guarantee period or following its expiry, provided that proper use of the Equipment has been made and that an explicit agreement for the maintenance of the Equipment has been made, the following shall apply:

5.1 Enterprises must inform Cardlink for any failure or malfunction of the Equipment. Failures shall be reported to Cardlink by telephone at (+30) 210-6303000 from Monday to Saturday and from 08:00 to 22:00 ("Failure Report").

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

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

- i. By telephone contact with Cardlink's helpdesk; or
- ii. Remotely through the relevant software operations of Cardlink; or
- iii. By an on-the-spot visit of a specialized technical expert, for which a further charge may incur for the Enterprise if the failure is found to be due to the improper use of the Equipment.

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

5.5 Cardlink undertakes the responsibility to cover any costs incurred for the maintenance, 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 be borne exclusively by the Enterprise.

5.6 In case a failure or malfunction is attributed to the misuse of the Equipment or to accidental damage or destruction of the Equipment, including negligence, misuse, inappropriate or in general inadequate use or treatment or storage of the Equipment, accidents, humidity, inappropriate conditions and in general failures deriving from causes for which Cardlink bears no responsibility, indicatively of the rules of article 6 below regarding the proper use of the Equipment, any costs incurred for the repair or replacement of the Equipment shall be borne by the Enterprise. In case it is found that the failure is due to the improper use of the Equipment, the Enterprise is charged with the cost for the technical expert's visit, which will be notified by Cardlink in advance at the time in which the expert's visit is determined.

5.7 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 above paragraph, shall also be entitled to either a price reduction or the return of the Equipment to Cardlink.



## 6. Rules for the proper use of the Equipment

6.1 The proper use of the Equipment is specified in the instructions for use (manual) accompanying the Equipment. Any other action or intervention on the Equipment, which does not derive from an explicit instruction of Cardlink's specialized personnel or of its authorized technical partner, shall be considered as improper use of the Equipment.

6.2 Enterprises shall provide Cardlink with telecommunication access compatible with the type of the Equipment and in general facilitate Cardlink by providing to Cardlink's personnel with all necessary information, material and help.

6.3 Upon a relevant written notification to Cardlink, the transfer of the wired Equipment to an area other than the one specified in the order is permitted, provided that the Equipment shall be exclusively used for transactions by card and in light of the purposes of the Enterprise and the present terms.

6.4 Enterprises shall to maintain the Equipment in good condition by taking measures to ensure its proper use and protection, as required for the operation of any electronic device. Any costs (for the provision of a service and/or for any spare parts, with the exception of those explicitly mentioned in paragraph 5.5 above) accrued in excess to the normal use of the Equipment shall be borne exclusively by the Enterprise.

6.5 Any intervention on the Equipment and/or its assembly, as well as any misuse of the Equipment (including, but not limited to, the intervention of extraneous parts, the placement or the exposure of the Equipment to a profoundly improper and damaging place in violation of Cardlink's instructions of use) is explicitly prohibited.

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

6.7 By purchasing the Equipment, Enterprises merely acquire those rights of use of the Equipment' software, which (rights) are required in the context of the present terms. Cardlink's software is part of an integrated information system, which is in Cardlink's full and exclusive ownership.

6.8 Enterprises shall immediately notify Cardlink of:

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

## 7. Right of Withdrawal - Termination

7.1 Each Enterprise may return the Equipment to Cardlink within fourteen (14) calendar days from its receipt and seek reimbursement of the paid purchase price, provided that the packaging of the Equipment has not been opened and that the Equipment remains in perfect condition. Such withdrawal may be unjustified and is free of charge for the Enterprise, excluding any costs for the return of the Equipment. The Equipment to be returned must be accompanied by the original purchase receipt or invoice. The notice of withdrawal shall be exercised in writing and/or electronically and Cardlink shall send a confirmation of receipt of such notice as soon as it receives it. The notice of withdrawal shall mention the intention of withdrawal, the number of the order, the place and date of receipt of the Equipment, the full details of the Enterprise, the date of its dispatch. The reimbursement of the price may be effectuated either by crediting a bank account of which Cardlink was notified, or by crediting directly the credit card used for the payment of the order.



7.2 In the event of non-compliance with any of the present terms by the Enterprise, or termination of the agreement between the Enterprise and the Bank or the payment institution, 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.

7.3 In case of termination of the cooperation between Cardlink and the Enterprise, for any reason whatsoever, the Enterprise shall return to Cardlink within ten (10) working days any material provided for the use of the Equipment.

## 8. Liability-Force Majeure

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

## 9. Personal Data-Confidentiality

9.1 The collection and processing of personal data in the context of the supply and use of terminal Equipment for card transactions, as described in the present terms, is governed by the Privacy Policy available at <https://cardlink.gr/gdpr/>.

9.2 Both Cardlink and the Enterprise undertake to maintain the confidentiality of any confidential information of the other party which is disclosed to them during the course of the present relationship.

## 10. Notifications

Notifications of documents shall be made, respectively, at Cardlink's registered seat and at the addresses declared by the Enterprises in the order form. Both Cardlink and the Enterprises shall notify the other party in writing of any change regarding their registered seat.

## 11. 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 Courts of Athens.

## C. Lease of Equipment from Cardlink

### 1. Lease of Equipment from Cardlink

1.1 Cardlink provides Enterprises with the possibility to lease the Equipment according to the commercial/financial offer specifically proposed by Cardlink to the Enterprise at the time the parties start cooperating, provided that the order form has been submitted by the Enterprise, fully completed in relation to all required blank fields and the order has been approved by Cardlink, that the Equipment is available and that the relevant invoice has been fully paid.

1.2 Lease of Equipment: Cardlink undertakes to grant the use of the Equipment to the Enterprise for the time period mentioned in the order and, provided that the Enterprise continues to pay the lease payments for the next lease period in advance, the lease will be valid for an indefinite term under the same conditions.

1.3 Cardlink exclusively targets Enterprises, which wish to accept payments conducted through cards or other means of electronic payment for the performance of their professional activity.



Therefore, the sale of the Equipment, its sub-lease or granting of its use to third parties, with or without consideration, without Cardlink's express consent is explicitly prohibited.

1.4 The Equipment provided by Cardlink in the context of the present terms is certified pursuant to the mandatory instructions and regulations of the Greek authorities (Bank of Greece) as well as of the international financial institutions (by way of indication VISA/ MasterCard/ Amex/ China Union Pay and PCI-DSS).

1.5 The Enterprise does hereby recognize as valid and definite any and all registrations executed through the Equipment and expressly waives its right to challenge such registrations or to request compensation from Cardlink.

1.6 It shall be explicitly pointed out that Cardlink does not constitute a credit or payment institution and, as such, Cardlink bears no responsibility for concluding contracts for the acceptance of electronic means of payment (acquiring) between the Enterprises and the collaborating Banks and other payment institutions which are chosen by the Enterprise, nor for the performance of the obligations of the Bank and of other payment institutions against the Enterprise with respect to the acquiring agreements or the pricing policy of the respective Bank or of the other payment institutions. Should you have any question regarding the execution or the performance of a contract for the acceptance of electronic means of payment, we kindly advise you to contact directly the competent Bank or the payment institution with which you collaborate.

## 2. Orders

2.1 In order to submit a valid order for Equipment to Cardlink, Enterprises are required to have concluded a card acceptance agreement (i.e. by way of indication credit, debit, prepaid or other cards), with one or more Banks or payment institutions (i.e. credit, debit or other cards), which (cards) bear the trademark of Visa, MasterCard, American Express, Diners, China Union Pay or possibly another trademark in the future, and apply the rules of the respective payment systems (by way of indication Visa, MasterCard, American Express, Diners, China Union Pay).

2.2 The Enterprise may choose to lease the Equipment according to Cardlink's pricing policy and commercial/financial offers, which are valid at the time the parties start cooperating.

2.3 Orders will be received: a) through a telephone order received by our authorized partner, or/and b) through a third authorized representative of Cardlink.

2.4 Upon completion of the ordering process and acceptance of the present terms, the Enterprise will choose the desired method of payment, i.e. through a payment card, by deposit into a bank account or by any other proposed method of payment.

2.5 Prior to submitting a lease order, Enterprises shall declare that they know and accept that:

i. VAT is not included in the prices indicated for the lease of the Equipment.

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

iii. The present Terms may be amended, at any time, at Cardlink's discretion and as such, the Enterprise undertakes the obligation to visit Cardlink's website [www.cardlink.gr](http://www.cardlink.gr) at regular intervals in order to become fully aware of such amendments.

2.6 Enterprises may correct and/or cancel their order at any stage prior to the receipt of the Equipment, either by a phone call at (+30) 210 6303000 or by e-mail at [support@cardlink.gr](mailto:support@cardlink.gr). Subsequently, Cardlink will inform them regarding the available choices depending on the status of the order.



2.7 Cardlink bears no responsibility for any errors in the indication of the Equipment's characteristics.

2.8 In particular, with respect to orders of Equipment which are effectuated by electronic means through Cardlink's e-shop at [www.cardlink.gr](http://www.cardlink.gr), the possibility of purchasing the Equipment is only provided.

2.9 The various offers for the lease of Equipment are valid until stocks are exhausted or for a specific period of time, depending on Cardlink's current commercial/financial offers.

### 3. Financial Terms

3.1 For the lease of Equipment, the following charges shall apply:

i. Price for the lease of Equipment as indicated in the relevant order form, calculated on a monthly basis and paid in advance at regular intervals (by way of indication on an annual basis) according to Cardlink's commercial policy at the time.

ii. In case of early termination of the lease, before the expiry of the agreed initial (minimum) duration of the lease of Equipment, the Enterprise shall pay to Cardlink all lease payments for the entire agreed period of the lease.

iii. If any instalment payment for the lease of Equipment, which shall be paid in advance, is not executed for any reason, Cardlink may cease the operation of the Equipment and the provision of any ancillary services to the Enterprise without prior notice.

iv. In case of termination of the Agreement, lease payments paid in advance shall not be reversed, offset or reimbursed, whereas any unpaid amounts shall immediately become due and payable.

3.2 Upon expiry of each prepaid period of the lease, the Enterprise shall pay to Cardlink in advance, without further notice, the prepaid charges for the following specified lease period, depending on what has been agreed between the parties.

3.3 The Enterprise may pay the charges to Cardlink either through direct debit or by deposit into an account kept by Cardlink in the collaborating Banks.

### 4. Delivery of the Equipment

4.1 Cardlink shall do its outmost to deliver the Equipment within two to five (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.

4.2 The Equipment is sent by courier along with installation instructions printed on the Equipment's box; telephone support of the Enterprise with respect to the Equipment's installation 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 expert as well as on the payment method.

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

### 5. Guarantee-Maintenance of Equipment

Equipment Guarantee is provided by the manufacturer of the respective product under the terms of each manufacturer. During the guarantee period or following its expiry, provided that proper use of the Equipment has been made and that an explicit agreement for the maintenance of the Equipment has been made, the following shall apply:





5.1 Enterprises shall notify Cardlink of any failure or malfunction of the Equipment. Failures shall be reported to Cardlink by telephone at (+30) 210-6303000 from Monday to Saturday and from 08:00 to 22:00 ("Failure Report").

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

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

- iv. By telephone contact with Cardlink's helpdesk; or
- v. Remotely through the relevant software operations of Cardlink; or
- vi. By an on-the-spot visit of a specialized expert, for which a further charge may incur for the Enterprise if the failure is found to be due to the improper use of the Equipment.

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

5.5 Cardlink undertakes the responsibility to cover any costs accrued for the maintenance, 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 shall be borne exclusively by the Enterprise.

5.6 In case a failure or malfunction is attributed to the misuse of the Equipment or to accidental damage or destruction of the Equipment, including negligence, misuse, inappropriate or in general inadequate use or treatment or storage of the Equipment, accidents, humidity, inappropriate conditions and in general failures deriving from causes for which Cardlink bears no responsibility, indicatively of the rules of article 6 below regarding the proper use of the Equipment, any costs accrued for their repair or replacement shall be borne by the Enterprise. In case it is found that the failure is due to the improper use of the Equipment, the Enterprise is charged with the cost for the technical expert's visit, which will be estimated and notified by Cardlink in advance at the time in which the expert's visit is determined.

## 6. Rules for the proper use of the Equipment

6.1 The proper use of the Equipment is specified in the instructions for use (manual) accompanying the Equipment. Any other action or intervention on the Equipment, which does not derive from an explicit instruction of Cardlink's specialized personnel or its authorized technical partner, shall be considered as improper use of the Equipment.

6.2 Enterprises shall provide Cardlink with telecommunication access compatible with the type of the Equipment and in general facilitate Cardlink by providing to Cardlink's personnel with all necessary information, material and help.

6.3 Upon a relevant written notification to Cardlink, the transfer of the wired Equipment to an area other than the one specified in the order is permitted provided that the Equipment shall be exclusively used for transactions by card and in light of the purposes of the Enterprise and the present terms.

6.4 Enterprises shall maintain the Equipment in good condition by taking measures to ensure its proper use and protection, as required for the operation of any electronic device. Any costs (for the provision of a service and/or for any spare parts, with the exception of those explicitly mentioned in paragraph 5.5 above) accrued in excess to the normal use of the Equipment shall be borne exclusively by the Enterprise.



6.5 Any intervention on the Equipment and/or its assembly, as well as any misuse of the Equipment (including, but not limited to, the intervention of extraneous parts, the placement or the exposure of the Equipment to a profoundly improper and damaging place in violation of Cardlink's instructions for use) is explicitly prohibited.

6.6 The Enterprise shall use the Equipment correctly and diligently throughout the lease, following the manufacturer's instructions included in the package.

6.7 By leasing the Equipment, Enterprises merely acquire those rights of use of the Equipment's software, which (rights) are required in the context of the present terms. Cardlink's software is part of an integrated information system, which is in Cardlink's full and exclusive ownership.

6.8 Enterprises shall immediately notify Cardlink of:

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

## 7. Right of Withdrawal - Termination

7.1 Each Enterprise may return the Equipment to Cardlink within fourteen (14) calendar days from its receipt and seek reimbursement of the lease payments paid in advance, provided that the packaging of the Equipment has not been opened and that the Equipment remains in perfect condition. Such withdrawal may be unjustified and is free of charge for the Enterprise, excluding any costs for the return of the Equipment. The Equipment to be returned must be accompanied by the original receipt or the relevant invoice. The notice of withdrawal shall be exercised in writing and/or electronically and Cardlink shall send a confirmation of receipt of such notice as soon as it receives it. The notice of withdrawal notice shall mention the intention of withdrawal, the number of the order, the place and date of receipt of the Equipment, the full details of the Enterprise, the date of its dispatch. The reimbursement of the lease payment may be effectuated either by crediting a bank account of which Cardlink was notified, or by crediting directly the credit card used for the payment of the order.

7.2 In the event of non-compliance with 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.

7.3 Upon expiry of the minimum duration of the lease, the Enterprise may terminate the lease without good reason following a prior written notification to Cardlink before at least sixty (60) days. In this case, however, the lease price, for the lease period in which the lease is terminated, becomes chargeable and if it has been paid, it is not reimbursed.

7.4 In case of termination of the cooperation between Cardlink and the Enterprise, for any reason whatsoever, the Enterprise shall return to Cardlink within ten (10) working days any material provided for the use of the Equipment, as well as the Equipment, the parts, components and other pieces in good condition.

7.5 In the event of loss, theft or destruction of the Equipment, the Enterprise will be charged equal to its value, as shown in the current Price List of Cardlink, reduced by 25% if the incident occurs within the initial (minimum) lease period, and by 50% for the subsequent period of the lease of the Equipment.



## 8. Liability-Force Majeure

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

## 9. Personal Data-Confidentiality

9.1 The collection and processing of personal data in the context of the supply and use of terminal Equipment for card transactions, as described in the present terms, is governed by the Privacy Policy available at <https://cardlink.gr/gdpr/>.

9.2 Both Cardlink and the Enterprise undertake to maintain the confidentiality of any confidential information of the other party, which is disclosed to them during the course of the present relationship.

## 10. Notifications

Notifications of documents shall be made, respectively, at Cardlink's registered seat and at the addresses declared by the Enterprises in the order form. Both Cardlink and the Enterprises shall notify in writing the other party of any change regarding their registered seat.

## 11. 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 Courts of Athens.

