



General Terms and Conditions for the Supply and Use of Equipment and Applications for Card Transactions

Version 2.0 – December 2022

You may download the file in PDF format [here](#).

A. Preamble - Scope and object of the present General Terms and Conditions

- 1. Supplier:** The Greek société anonyme with the corporate name “**NEXI GREECE PROCESSING SERVICES SINGLE MEMBER SOCIETE ANONYME**” and the distinctive title “**NEXI GREECE SINGLE MEMBER S.A.**”, having its registered seat at 23rd klm. Athens Lamia National Road, 14565 Dionysos, Attica, registered with the General Commercial Registry (G.E.MI.) under registration number 006276801000, with Tax Registration Number 999079200, Tax Office FAE Athens (“**NEXI**” or “**We**”).
 - **Customer:** The enterprise (being an individual or a legal entity) whose details are set out in the relevant “Application for the Supply and Use of Equipment and Applications for Card Transactions” signed by You and submitted through the branch network in Greece of the credit institution Alpha Bank S.A. (“**Alpha Bank**”) to NEXI (the “**Application**”), whom NEXI supplies with the respective equipment and applications for carrying out card transactions (the “**Customer**” or “**You**”).
- 2. Scope of application:** The present “General Terms and Conditions for the Supply and Use of Equipment and Applications for Card Transactions” (“**General Terms**”) govern the supply to You by NEXI, and the use by You, of the equipment and applications selected by You and described in the relevant Application, which are suitable for You to carry out in the context of Your legitimate business activities payment transactions with Your clients using payment cards (credit, debit, prepaid or other cards) and other payment instruments, provided that You have entered into and retain an active merchant acquiring agreement for the acceptance of card payments (the “**Card Acquiring Agreement**”) with “NEXI PAYMENTS GREECE SOCIETE ANONYME”, a payment institution duly licenced by the Bank of Greece, having its registered set at 15 Charilaou Trikoupi str., 106 78, Athens, Greece, registered with the General Commercial Registry (G.E.MI.) under registration number 163720601000 (“**NEXI PAYMENTS**”).
- 3. Entire Agreement:** The present General Terms are to be read in conjunction with and constitute an integral part of the Application. The Application and the present General Terms constitute the entire agreement between NEXI and the Customer for the supply and use of the equipment and applications for card transactions described in the Application and the supply of any related services (the “**Agreement**”).
- 4. Condition for the activation of the Agreement:** As noted above, the equipment and applications supplied by NEXI are suitable only provided that there is an active Card Acquiring Agreement in place between You and NEXI Payments. Accordingly, the Agreement shall become effective only upon receipt of confirmation by NEXI Payments of the activation of the Card Acquiring Agreement following successful completion of Your registration with NEXI Payments. For this purpose, NEXI is authorised to request and receive from NEXI Payments

relevant confirmation by virtue of relevant authorisation granted by You to NEXI in the Application. In case You have submitted the Application prior to the activation of the Card Acquiring Agreement and Your registration with NEXI Payments is unsuccessful, the Card Acquiring Agreement shall not be activated and NEXI shall refund to You the amount indicated in the Application as payable upon submission of the Application (to the extent paid by You to NEXI).

5. Equipment – Applications: The exact type of POS terminal and quantity of relevant devices, together with any accessories selected by You (collectively, the “**Device**”) that the Customer has ordered is determined in the Application. Specific Device offers are valid until stocks are exhausted or for a specific period of time, depending on relevant offer made by NEXI. In accordance with the selection made by You in the Application, the Device is (a) either sold and transferred to You by NEXI, as seller (the “**Purchase**”), or (b) leased to You by NEXI, as lessor (the “**Lease**”). The present General Terms govern both the Purchase and the Lease of the Device, as well as the use by You of any SoftPOS application selected by You in the Application (the “**SoftPOS**”), provided however that:

- the terms of Section B (Purchase of Device) herein below apply only if You have selected the Purchase;
- the terms of Section C (Lease of Device) herein below apply only if You have selected the Lease;
- the terms of Section C (Common terms for Purchase and Lease) herein below apply only if You have selected the Purchase and/or the Lease; and
- the terms of Section E (SoftPOS) herein below apply only if You have selected the SoftPOS.

The Device and any SoftPOS supplied by NEXI under the Agreement is compliant with the mandatory instructions and regulations of the competent Greek regulatory authorities (i.e. Bank of Greece) and certified and/or compliant with the international payment systems communicated by NEXI (including through its website) from time to time (currently, VISA, MasterCard, Diners, Amex, China Union Pay), as well as the Payment Card Industry Data Security Standard (PCI DSS).

B. Purchase of Device

6. The terms of this Section B (Purchase of Device) apply (in addition to the other terms of the present General Terms) only if You have selected the Purchase in the Application.
7. **Purchase:** The Device described in the Application is sold and transferred to the Customer by NEXI on the specific financial and commercial terms set out in the Application and the present General Terms. Ownership over the Device is transferred to the Customer upon delivery of the Device to the Customer pursuant to clause 19 (*Delivery of the Device*) below. Upon such delivery, NEXI bears no responsibility for any accidental destruction or deterioration or any loss of the Device.
8. **Support Services:** The Purchase of the Device is offered along with the provision by NEXI (including through its agents and subcontractors) of support services (i.e. remote support and maintenance in case of failure as set out in clause 20 (*Product Guarantee – Maintenance of Device*) below) in relation to the operation of the Device (the “**Support Services**”) for a minimum



initial period as from the delivery of the Device to the Customer determined in the Application (the “**Initial Support Term**”). Upon expiry of the Initial Support Term, the Support Services shall be automatically renewed for a further period each time determined in the Application on the same terms and conditions (subject to clause 10(a) below), unless NEXI or You object to such renewal by relevant written notice at least 60 days prior to the expiry of support term, provided however that NEXI shall reserve the right to refuse any such renewal of the Support Services due to reasons referring to the compatibility and compliance of the Device with the relevant system and legal rules throughout the renewal period.

9. In the event of an actual defect or missing agreed feature of the Device, the Customer shall be entitled to demand the repair or replacement of the Device or to demand a purchase price reduction or to rescind from the Purchase by returning the Device to NEXI.

10. Financial Terms:

- **(a)** The purchase price for the Device (together with any accessories selected by You), the fees for the supply of the Support Services during the Initial Support Term and the one-off charges for any accessories selected by You are set out in the Application. The fees for the supply of the Support Services are calculated on a monthly basis and are payable in advance at regular intervals (by way of indication on a 6-month period basis) as set out in the Application. The Device purchase price and the Support Services monthly fees for the Initial Support Term are set out in the Application. Relevant figures are exclusive of VAT which is also payable by the Customer. Following the expiry of the Initial Support Term, each renewal of the Support Services shall be made at the then applicable monthly support fee, as such monthly support fee (if different from that applicable during the previous period) shall be communicated to You by NEXI (including by e-mail or through its website) in advance.
- **(b)** The full purchase price for the Device, the one-off charges for any accessories selected by You (including on site installation of the Device) and the monthly fee for the Support Services for the first period of the Initial Support Term are payable in advance upon submission of the Application (see section "Total amount payable upon submission of Application (incl. VAT)" of the Application).
- **(c)** The monthly fee for the Support Services for each subsequent support period of the Initial Support Term and of each renewal period shall be payable in advance on the business day preceding the first day of such period. In case of non-payment in full of the monthly fees for the following support period on the relevant due date, NEXI reserves the right to discontinue the Support Services and proceed with the deactivation of the Device, without prejudice to its right to terminate the Agreement.

C. Lease of Device

11. The terms of this Section C (Lease of Device) apply (in addition to the other terms of the present General Terms) only if You have selected the Lease in the Application.
12. **Lease:** The Device described in the Application is leased to the Customer, as lessee by NEXI, as lessor on the specific financial and commercial terms set out in the Application and the present General Terms.
13. **Lease Term:** The Lease of the Device (together with any accessories selected by You) is agreed for

a minimum initial period set out in the Application as from the delivery of the Device to the Customer pursuant to clause 19 (*Delivery of the Device*) below (the “**Initial Lease Term**”). Upon expiry of the Initial Lease Term, the Lease shall be automatically renewed for a further period each time determined in the Application on same terms and conditions (subject to clause 17(a) below), unless NEXI or You object to such renewal by relevant written notice at least 60 days prior to the expiry of Lease term.

14. Following the delivery of the Device to the Customer, in the event of any destruction, loss or theft of the Device, the Customer undertakes to notify NEXI without undue delay and upon Customer’s request NEXI may replace the Device with a new one of same or similar type, if available in stock, in which case the Agreement shall remain in force and shall govern the Lease of such replacement Device for the remaining term of the Lease, provided however that:
 - (a) in case of loss or theft of the Device: any such replacement shall be conditional on payment by the Customer to NEXI of the then applicable one-off charge for the value of the lost or stolen Device communicated to the Customer (including through NEXI’s website); and
 - (b) in case of destruction of the Device: if NEXI ascertains that the destruction of the Device is attributable to the Customer, including due to breach of the provisions of clause 21 (*Rules for the proper use of the Device*) below or other improper use of the Device, NEXI shall have the right to demand from the Customer payment of the then applicable one-off charge for the value of the damaged Device communicated to the Customer (including through NEXI’s website), reserving the right to terminate the Lease and the Agreement in accordance with clause 35 below.
15. **Termination by the Customer for replacement of Device:** The Customer has the right to terminate the Lease of one or more Devices upon relevant notice to NEXI in order to enter into a new Agreement, by signing and submitting a new Application through the branch network in Greece of Alpha Bank, for the Lease from NEXI of new Device(s) of an updated or different type, provided however that any such termination shall become effective upon delivery of the new Device(s) following submission of relevant Application by the Customer, and return by the Customer of the replaced Devices. In case of such termination, any advance payments of monthly rent made to NEXI under this Agreement shall not be refunded, but shall be retained by NEXI.
16. **Financial Terms:**
 - (a) The Lease of the Device is agreed against a monthly rent which is payable in advance at regular intervals (by way of indication on a 12-month period basis) as set out in the Application. The monthly rent for the Device for the Initial Lease Term and the one-off charges for any accessories selected by You are set out in the Application. Relevant figures are exclusive of VAT which is also payable by the Customer. Following the expiry of the Initial Lease Term, each renewal of the Lease shall be made at the then applicable monthly rent, as such monthly rent (if different from that applicable during the previous period) shall be communicated to You by NEXI (including by e-mail or through its website) in advance.
 - (b) The monthly rent for the first period of the Initial Lease Term and the one-off charges for any accessories selected by You (including on site installation of the Device) are payable in advance upon submission of the Application (see section "Total amount payable upon submission of Application (incl. VAT)" of the Application).



- **(c)** The monthly rent for each subsequent period of the Initial Lease Term and of each renewal period shall be payable in advance on the business day preceding the first day of such period. In case of non-payment in full of the monthly rent for the following period of the Lease term on the relevant due date, NEXI reserves the right to proceed with the deactivation of the Device and the discontinuation of any support or other ancillary services with respect to the Device, without prejudice to its right to terminate the Lease and the Agreement and demand the repossession of the Device.

D. Common terms for Purchase and Lease

17. The terms of this Section D (Common terms for Purchase and Lease) apply (in addition to the other terms of the present General Terms) if You have selected the Purchase and/or the Lease in the Application.

18. Conditions for the Purchase or Lease: The Agreement for the Purchase or Lease, as applicable, of the Device is subject to the following cumulative conditions:

- (i) a duly completed Application has been submitted by the Customer to NEXI (through the branch network in Greece of Alpha Bank);
- (ii) the POS Device selected by the Customer in the Application is available in stock, otherwise NEXI reserves the right to rescind from the Purchase or Lease, respectively, and the Agreement or counter-offer to the Customer another Device for Purchase or Lease (in which case a new Application should be signed and submitted by the Customer);
- (iii) the amount indicated in the Application as being payable upon submission of the Application (including applicable VAT) has been fully paid by the Customer to NEXI; and
- (iv) NEXI Payments has confirmed to NEXI that there is in place an active Card Acquiring Agreement between the Customer and NEXI Payments.

19. Delivery of the Device:

(a) NEXI shall use its best endeavours to deliver the Device within two to ten (2-10) - depending on the delivery address - business days (i.e. any day other than Saturdays and Sundays and public holidays in Greece (including any local public holidays in the relevant delivery address) as of the satisfaction of the conditions set out in clause 18 (*Conditions for the Purchase or Lease*) above.

(b) Prior to the sending of the Device You may request the cancellation or the modification of Your order, by visiting a branch of Alpha Bank where You will be informed on the available choices depending on the status of performance of Your order.

(c) The delivery and installation of the Device may be subject to additional charges according to NEXI's pricing policy applicable from time to time and communicated to the Customer (including through NEXI's website). Any such charges for the initial delivery and (if selected by You) on site installation of the Device, to the extent applicable, are indicated in the Application.

(d) Unless you have selected on site installation in the Application, NEXI (including through its agents and subcontractors) shall deliver the Device by courier at the shop address, within Greece, indicated by the Customer in the Application (see section "Shop Address" of the Application), along with relevant installation and user manual printed on or included in the Device packaging, provided that such address falls within the list of addresses covered by NEXI



from time to time, otherwise NEXI shall contact You in order to courier the Device at an alternative address. NEXI (including through its agents and subcontractors) offers telephone support (at NEXI telephone helpdesk set out in clause 44 below) to assist You in the installation of the Device. Upon Your selection made in the Application, NEXI will arrange for a technical expert to visit Your premises for the installation of the Device. Relevant charges for such on-the-spot visit of the technical expert are payable in advance upon submission of the Application.

20. Product Guarantee - Maintenance of Device

(a) The Device guarantee is provided by the manufacturer of the respective product on the terms determined by the manufacturer.

(b) NEXI (including through its agents and subcontractors) shall provide maintenance for the Device throughout the Support Services period or the Lease term, as applicable, on the following terms:

(i) The Customer undertakes to notify NEXI without undue delay of any failure or malfunction of the Device (the “**Failure Report**”). For this purpose, NEXI (including through its agents and subcontractors) makes available to the Customer the NEXI telephone helpdesk set out in clause 44 below.

(ii) NEXI shall proceed within a reasonable time from any Failure Report to any maintenance or repair services and/or replacement of the Device, as applicable pursuant to paragraphs (iii) and (iv) below. Any such maintenance or repair services and/or any replacement of the Device shall, at NEXI’s discretion, be carried out by any of the following methods:

- Telephone assistance through NEXI’s helpdesk set out in clause 44 below; or
- Remote assistance through relevant software operations of NEXI; or
- On-the-spot visit by a specialized technical expert.

(iii) Subject to paragraph (iv) below, any costs and expenses incurred for the maintenance and repair of the Device, including for the purchase of any necessary spare parts thereof, due to wear and tear resulting from the normal use of the Device, shall burden NEXI, excluding any costs and expenses - for batteries, power supplies and plastic components of the Device (i.e. the shell of the Device), as well as any costs for services and/or spare parts due to wear and tear in excess of the normal use of the Device, which shall be borne exclusively by the Customer.

(iv) In case the failure or malfunction is attributable to the Customer, including due to breach of the provisions of clause 21 (*Rules for the proper use of the Device*) below or other improper use of the Device (including, without limitation, negligence, misuse, inappropriate or in general inadequate use or treatment or storage of the Device, accidents, humidity, inappropriate conditions) and in general any failure or malfunction deriving from causes for which NEXI bears no responsibility, including any accidental destruction or damage, any costs and expenses incurred for the repair, including the cost for the technical expert’s visit (which shall be notified by NEXI in advance at the time relevant visit is determined), shall be borne by the Customer, and NEXI shall have no obligation to replace the Device, subject to any replacement in case of a Lease in accordance with clause 14 above.

(v) Any such costs and expenses which pursuant to paragraphs (iii) and (iv) above burden the



Customer, shall be communicated to the Customer in advance (including through NEXI's website).

(c) For the purposes of the maintenance, repair and/or replacement of the Device on terms of this clause 20 (*Product Guarantee – Maintenance of Device*) the Customer undertakes to allow the authorised personnel of NEXI (and of its agents and subcontractors, including any authorised technical experts) unrestricted access to the premises in which the Device is installed during normal business hours. Further, the Customer undertakes to provide NEXI with telecommunication access compatible with the type of the Device and in general facilitate NEXI by providing all necessary information, material and help.

21. Rules for the proper use of the Device and the SIM card

(a) The Customer shall always use of the Device in compliance with the installation and user manual delivered to the Customer along with the Device. Any other action or intervention on the Device, other than pursuant to an explicit instruction of NEXI's authorised personnel or technical expert, shall be avoided and shall be deemed an improper use of the Device.

(b) Upon the Purchase or Lease, as applicable, of the Device, the Customer does not acquire ownership but only the non-exclusive right of use of the software installed in the Device for the purposes set out in and in accordance with the terms of the Agreement. Such software is part of an integrated information system, which remains in the full and exclusive ownership of NEXI (or any third party who has granted relevant licence of use to NEXI).

(c) The Device, the software and (where applicable) the SIM card installed therein are intended for Your own use in the context of Your legitimate business activities, to carry out payment transactions with Your clients using payment cards (credit, debit, prepaid or other cards) and other payment instruments. The onward sale, transfer, dispose of, lease, sub-lease or the granting of use of the Device (including the software and any SIM card installed therein) to any third party without the prior written consent of NEXI is explicitly prohibited and shall be deemed an improper use of the Device. Further, the extraction of any SIM card from the Device and any use of the SIM card other than for the proper use of the Device is strictly prohibited and shall be deemed an improper use of the Device.

(d) The Device, the software and (where applicable) the SIM card installed therein are intended and suitable to be used only in connection with the Card Acquiring Agreement between You and NEXI Payments. The use of the Device (including the software and any SIM card installed therein) in connection with card acquiring services provided to You by any third party other than NEXI Payments without the prior written consent of NEXI is explicitly prohibited and shall be deemed an improper use of the Device.

(e) The Device (including the software and any SIM card installed therein) shall be installed and be only used within the Greek territory.

(f) The relocation of any wired Device to any other premises of the Customer is permitted subject to prior written notification to NEXI.

(g) The Customer undertakes to maintain the Device in good condition by taking appropriate measures to ensure its proper use and protection. In this context, the use of the Device should be entrusted only to sufficiently trained employees of the Customer and further the Customer shall take appropriate safety measures to protect the Device from accidental destruction, loss,



theft or damage. The Customer shall notify NEXI without undue delay upon becoming aware of any destruction, loss, theft or damage of the Device. Any intervention on the Device and/or its assembly, as well as any misuse of the Device (including, but not limited to, the intervention of extraneous parts, the placement or the exposure of the Device to a profoundly improper and damaging place in violation of the installation and user manual and any other NEXI's instructions) is explicitly prohibited.

(h) The Customer undertakes to allow NEXI and its authorised personnel and technical experts to audit the Device, including by visiting the Customer premises upon reasonable prior notice, in order to monitor the proper use of the Device in accordance with the Agreement.

(i) The Customer undertakes not to make any public announcement or publish any results of any benchmark or performance tests in relation to any SIM card installed in the Device and the relevant network.

E. SoftPOS

22. The terms of this Section E (SoftPOS) apply (in addition to the other terms of the present General Terms) only if You have selected the SoftPOS in the Application.

23. Use Term:

- **(a)** The use of the SoftPOS shall be activated upon downloading relevant application according to the instructions sent to You at the email address and/or the mobile stated in the Application.
- **(b)** Subject to paragraph (c) below, the license to use the SoftPOS shall be granted to You for a minimum initial period set out in the Application as from the activation thereof (the "**Initial Use Term**"). Upon expiry of the Initial Use Term, subject to paragraph (c) below, the license to use the SoftPOS shall be automatically renewed for a further period each time determined in the Application on same terms and conditions (subject to clause 29(a) below), unless NEXI or You object to such renewal by relevant written notice at least 60 days prior to the expiry of the use term.
- **(c)** The use of the SoftPOS shall be available to You for so long as this is supported by relevant payment systems.

24. Terms of Use:

- **(a)** The downloading, installation and use by You of the SoftPOS is subject to the specific terms and conditions set out in clause 25 below (the "**SoftPOS Terms**"). By using the SoftPOS you acknowledge, accept and agree with the SoftPOS Terms.
- **(b)** The SoftPOS is intended for Your own use in the context of Your legitimate business activities, to carry out payment transactions with Your clients using payment cards (credit, debit, prepaid or other cards) and other payment instruments. The granting of use of the SoftPOS to any third party without the prior written consent of NEXI is explicitly prohibited and shall be deemed an improper use of the SoftPOS.
- **(c)** The SoftPOS is intended and suitable to be used only in connection with the Card Acquiring Agreement between You and NEXI Payments. The use of the SoftPOS in connection with card acquiring services provided to You by any third party other than NEXI Payments without the prior written consent of NEXI is explicitly prohibited and shall be deemed an improper use of the



SoftPOS.

- **(d)** The SoftPOS shall be only used within the Greek territory.

25. SoftPOS Terms:

- **(a) Definitions:** The following capitalised terms used in this clause 25 (*SoftPOS Terms*) shall have the following respective meanings:
 - **"Credentials"** means the user ID, password and/or any information and biometric data (including registered fingerprints through devices equipped with Touch ID technology) and any other method of access to the SoftPOS Service;
 - **"Enabled Device"** means the smartphone or tablet selected by the Customer for the SoftPOS Service; and
 - **"SoftPOS Service"** means the service that allows the acceptance of payment transactions payment transactions with Your clients using payment cards and the management of such transactions (receipt, cancellation) through the SoftPOS only in contactless mode, as specified in paragraph (c) (*SoftPOS Service*) below.

(b) Use of the SoftPOS Service:

(b1) Access to the SoftPOS is made through the Credentials which are generated by NEXI and sent to the Customer via e-mail and/or sms. The Customer undertakes to keep, store, use and keep the Credentials confidential with the utmost care and diligence, in order to avoid the use of the SoftPOS by unauthorised third parties.

(b2) The Customer agrees to use the SoftPOS Service only through an Enabled Device and to comply with all the provisions contained herein. If the Enabled Device supports fingerprint recognition technology or other biometrics-based authentication methods, the Customer must verify that these fingerprints (or other biometric elements) are the only ones recognised by the Enabled Device for the use of the SoftPOS Service. Any access made to the Customer's profile by a person other than the Customer will be deemed authorised by the Customer.

(b3) Each of the Customer and NEXI may discontinue the use of the SoftPOS Service at any time. Further, NEXI reserves the right to modify, suspend or discontinue the SoftPOS Service, or any part thereof, at any time, with or without notice. The Customer agrees that NEXI shall not be liable to the Customer or any third party for any such modifications, suspensions or interruptions.

(c) SoftPOS Service

(c1) Through use of the SoftPOS Service, activated on an Enabled Device that meets the requirements indicated in paragraph (d) (*SoftPOS Requirements*), the Customer can perform the following actions:

- Acceptance of digital payments;
- PIN collection to finalise payment transaction;
- Sending of the payment receipt digitally through the sharing tools available in the Enabled Device;
- View of all transactions made and retrieval of payment receipts;
- Reversal of the last transaction.

(c2) NEXI is authorized to update the SoftPOS and the Customer should check through the Enabled Device for any updates regularly and undertakes to proceed with any updates without undue delay.

(c3) The availability of the SoftPOS Service may be temporarily suspended for a short period of time to the extent required for system maintenance or other operational reasons.

(d) SoftPOS Requirements:

(d1) The Customer undertakes to ensure that the Enabled Device complies with the following minimum requirements:

- The operating system must be Android 8.1 or higher;
- It must be equipped with NFC antenna;
- It must be connected to the internet;
- Its components are updated to the manufacturer's specifications, are free from malicious code and virus and from any applications that can compromise the automatic security controls of the SoftPOS (e.g. antivirus, software for remote management of devices);
- The manufacturer's safety restrictions have not been changed (i.e. no unlocking procedures, commonly referred to as "root", have been used, which allow all the restrictions provided by the manufacturer to be circumvented); and
- Safety parameters have been used in line with international best practices.

NEXI reserves the right to amend above minimum requirements according to technological and security developments.

(d2) Meeting above requirements is the sole responsibility of the Customer and NEXI bears no liability with respect thereto.

(e) Intellectual Property:

(e1) NEXI grants to the Customer the non-exclusive right to use the SoftPOS. The Customer acknowledges and accepts that the SoftPOS, including the source codes and any adaptations, developments and improvements made by NEXI, of the related documentation, as well as all the rights of economic use on the same, remain in the full and exclusive ownership of NEXI (or any third party who has granted relevant licence of use to NEXI), and undertakes to use the SoftPOS in compliance with the intellectual and/or industrial property rights of NEXI (or any third party, as applicable).

(e2) Any material that is the subject of any intellectual and/or industrial property rights in favor of third parties and that is made available to the Customer through the SoftPOS, will be used by the Customer in compliance with these rights. The Customer undertakes to indemnify and hold NEXI harmless with respect to any loss or damage suffered as a result of breach of any such rights.

(e3) Any trademarks, logos, names and other distinctive signs associated with the SoftPOS are in the ownership of NEXI and use thereof by the Customer is subject to the prior written consent of NEXI.

(f) Unilateral changes to the SoftPOS and the SoftPOS Service:

(f1) The SoftPOS and the SoftPOS Service are characterized by constantly evolving technology. Therefore, NEXI reserves the right to modify the characteristics of the SoftPOS and the SoftPOS Service, the tools related thereto. Any such change shall be notified to the Customer in advance (including through NEXI's website).

(f2) Further, NEXI may modify the technical characteristics, systems and resources as a result of normal technological evolution of the hardware and software components, ensuring same functionality for the Customer.

26. Financial Terms:

- **(a)** The license to use the SoftPOS is granted to You against a monthly fee which is payable in advance at regular intervals (by way of indication on a 12-month period basis) as set out in the Application. The monthly fee for the Initial Use Term is set out in the Application. Relevant figures are exclusive of VAT which is also payable by the Customer. Following the expiry of the Initial Use Term, each renewal of the license to use the SoftPOS shall be made at the then applicable monthly fee, as such monthly fee (if different from that applicable during the previous period) shall be communicated to You by NEXI (including by e-mail or through its website) in advance.
- **(b)** The monthly fee for the Initial Use Term is payable in advance upon submission of the Application (see section "Total amount payable upon submission of Application (incl. VAT)" of the Application).
- **(c)** The monthly fee for each subsequent period of the Initial Use Term and of each renewal period shall be payable in advance on the business day preceding the first day of such period. In case of non-payment in full of the monthly fee for the following period of the use term on the relevant due date, NEXI reserves the right to proceed with the deactivation of the SoftPOS, without prejudice to its right to terminate the Agreement.

F. Customer Portal

27. In the context and for the purposes of the Agreement, NEXI makes available to You, at no additional cost, a dedicated portal accessible online through [*emerchants.nexi.gr*] following your registration (the "**Customer Portal**"). The Customer Portal provides you access to information related to the payment transactions carried out by You through the use of the Device and the SoftPOS. The functionalities and exact specifications of the tools made available to You from time to time through the use of the Customer Portal, including details of information available on the Customer Portal, which will be accessible for a fixed period of time of up to two (2) years, are made available upon Your registration to the Customer Portal. NEXI may from time to time amend the services provided through the Customer Portal or make available additional services through the Customer Portal or suspend the operation of the Customer Portal at its discretion.

G. Invoicing and Payments

28. All invoices issued by NEXI to the Customer under the Agreement shall be sent to the Customer's e-mail indicated in the Application. In case You selected to receive invoices in hard copy, the invoices shall be sent to the Customer's "Head Office Address" indicated in the Application and a charge per each invoice indicated in the Application shall accrue.
29. Any reduced VAT will apply on the basis of the tax domicile of the Customer.
30. Payment of all amounts which are stated to be payable upon submission of the Application, is made by crediting the NEXI deposit account held with Alpha Bank indicated in the Application. Thereafter, payment of any amounts payable under the Agreement, including, without limitation, of the monthly support fees or monthly rents (as applicable) payable in advance



for each subsequent period of the support or Lease term (as applicable) for the Device and for the monthly fee payable in advance for each subsequent period of the use term for any SoftPOS, as well as of any other one-off or recurring charges (e.g. installation, maintenance or repair charges, one-off charge for the value of the damaged leased Device, charge for each invoice in hard copy etc.) payable under the Agreement, shall be made through automatic debit of Your account by virtue of relevant standing order on the basis of Your authorisation incorporated in the Application. You should ensure that Your account has sufficient credit balance on the relevant payment date.

H. Liability - Force Majeure

- 31.** NEXI shall not be liable to You in case it fails to comply with its obligations under the Agreement for reasons not attributable to NEXI, including any events beyond the NEXI's control (force majeure events). Further, NEXI shall not be liable to You for any damage or loss suffered due to the improper use of the Device or the SoftPOS in breach of the Agreement.
- 32.** NEXI is not a payment institution and does not offer any payment services, including any card acquiring services. This Agreement is conditional on a valid and active Card Acquiring Agreement being in place between You and NEXI Payments. NEXI is not involved in the performance of the Card Acquiring Agreement by NEXI Payments and bears no relevant responsibility for such performance, including for any registrations made through the Device or the SoftPOS. Any relevant dispute shall be resolved exclusively between the Customer and NEXI Payments.
- 33.** If NEXI is liable to You under or otherwise in connection with the Agreement, for loss or damage to which any other persons (other NEXI and its agents and subcontractors) have also contributed, NEXI's liability to You shall be several, and not joint, with such other persons, and shall be limited to NEXI's fair share of that total loss or damage, based on NEXI's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of NEXI's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 34.** You shall indemnify NEXI for any damages or loss suffered due to breach by You of the Agreement, including for any damage, loss or third party claims (including for intellectual property rights) due to Your improper use of the Device or the SoftPOS in breach of the Agreement.

I. Termination

- 35.** In the event of:
 - (i) breach by You of any term of the Agreement, all of which are deemed to be material (including without limitation breach of the provisions of clause 21 (*Rules for the proper use of the Device*) above or other improper use of the Device), which (if capable of being remedied) has not been remedied by You within fifteen (15) days as from receipt of relevant notification



by NEXI; or

(ii) termination for any reason whatsoever of the Card Acquiring Agreement between You and NEXI Payments,

- NEXI is entitled to terminate the Agreement upon relevant notice to You.

36. In the event of loss or theft of a Device:

(i) the Agreement for the provision of the Support Services with respect to such purchased Device shall be automatically terminated; and

(ii) the Agreement for the Lease of such Device shall be automatically terminated unless a replacement Device is delivered to the Customer pursuant to clause 14 above.

37. In the event of termination of this Agreement for any reason whatsoever:

(i) NEXI and the Customer shall be released from further performance of the Agreement, without prejudice to any rights and claims accrued until the termination;

(ii) any services provided to the Customer under the Agreement shall be discontinued and the Device and SofPOS shall be deactivated;

(iii) in case of a Lease, the Customer shall return to NEXI the leased Device as soon as reasonably practicable and in any case within fifteen (15) days;

(iv) the Customer shall return to NEXI as soon as reasonably practicable and in any case within fifteen (15) days any material provided to the Customer for the use of the Device; and

(v) any advance payments made to NEXI under this Agreement shall not be refunded, but shall be retained by NEXI.

In case of partial termination pursuant to clauses 15 or 35 or 36 above, paragraphs (i) to (v) above apply only with respect to the specific Device(s) affected.

J. Personal Data – Confidentiality

38. Each of NEXI and the Customer undertake to keep confidential any confidential information of the other party, including any personal data, which is disclosed to them in the course of the Agreement.

39. The collection and processing by NEXI of personal data related to You, Your personnel and/or Your representatives for the purposes and in the context of the Agreement in NEXI's capacity as a controller, is governed by the relevant NEXI Privacy Policy available at [<https://www.nexigreece.gr/en/privacy-policy/>].

40. Processing of data relating to the payment transactions carried out by the Customer through the use of the Device and/or SoftPOS undertaken by NEXI pursuant to the terms of the Agreement shall be carried out by NEXI in its capacity as a processor on behalf of the Customer who shall be the controller. NEXI shall process such data solely for the performance of its obligations under the Agreement and any processing purposes selected by the Customer through the use of the Customer Portal, excluding any other processing of said data even for similar purposes, its own purposes or of third parties, unless required by law, in which case NEXI will inform the Customer accordingly before any such personal data processing. NEXI undertakes to take measures to ensure that any person acting under its supervision who has access to such personal data, including its employees and generally its agents and subcontractors, as well as any other processors and associates engaged in any stage of the

processing of such personal data will comply with the provisions of this clause 40. NEXI is obliged throughout the processing of the said personal data to comply with its relevant obligations stemming from Articles 28, 30(2), 31 and 37 of the General Data Protection Regulation EU 679/2016 (the GDPR), as well as with relevant provisions of Greek law 4624/2019 and any other regulation for the implementation of the GDPR, including any regulations or guidelines issued by the Hellenic Data Protection Authority, and any other European Union and Greek legislation applicable from time to time to processors with respect to the processing and the security of personal data. The processing of such personal data shall include:

- (i) Subject matter, nature, and purpose of processing: Transmission of said data through NEXI systems to NEXI Payments for the purposes of the Card Acquiring Agreement, as well as retention and further processing thereof pursuant to the functionalities of the Customer Portal selected by the Customer in compliance with the PCI-DSS and payment organisations rules, and any other processing required for the Support Services and the maintenance or repair activities provided in clause 20 (*Product Guarantee - Maintenance of Device*).
- (ii) Term of processing: For transmission to NEXI Payments, performance of the Support Services and any maintenance or repair activities, throughout the term of the Agreement. Storage and processing in the context of the Customer Portal, for the data retention period set out section F (*Customer Portal*) above.
- (iii) Categories of personal data: Personal data shall include transaction category, amount, PAN, card related data (i.e. expiration date, tracks etc.), technical data (transaction verification result, transaction certificate etc.), Customer name and shop address.
- (iv) Categories of data subjects: Clients of the Customer who use payment cards (credit, debit, prepaid or other cards) and other payment instruments for payment transactions with the Customer in the context of Customer's business activities.

K. Notices

41. Any notices to be given pursuant to this Agreement (including without limitation any termination notice) shall be made

- to NEXI at its registered seat; and
- to the Customer, at the addresses and/or e-mail addresses stated in the Application.

The Customer acknowledges and accepts that sending of e-mail to the Customer's e-mail addresses indicated in the Application or otherwise notified to NEXI in writing constitutes a valid means for any notices with respect to the Agreement.

42. The Customer undertakes to notify NEXI without undue delay of:

- (i) any change of its addresses and/or e-mail addresses stated in the Application, including its registered seat, branches and stores;
- (ii) any amendment to its legal form and representation; and
- (iii) any material deterioration of its economic or financial conditions.

L. NEXI's website and telephone helpdesk



43. You should visit NEXI's website regularly and review communications by NEXI regarding the Purchase or Lease and/or the Device and/or SoftPOS and/or the SoftPOS Service, including with respect to any revised financial terms applicable during any renewal period for the Support Services or the Lease, as applicable, pursuant to clauses 10(a) and 16(a) above, respectively.
44. For any requests, information and in general any issue with respect to the Agreement NEXI makes available to the Customer telephone helpdesk: +30 2106244300.

M. Amendments

45. NEXI reserves the right to unilaterally amend the present General Terms, including due to technological evolutions. Any such amendment shall be communicated to You in advance (including through NEXI's website). The updated General Terms applicable from time to time shall be available at NEXI's website [<https://www.nexigreece.gr/en/terms-and-conditions/>]. In any case, You should visit NEXI's website regularly in order to be informed of any amendments to the General Terms.

N. Governing Law and Jurisdiction

46. The Agreement (including the present General Terms) and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with Greek law. Any dispute arising from or in relation to the Agreement shall be submitted to the concurrent jurisdiction of the Courts of Athens.