

TERMS AND CONDITIONS
of use of the NowPay functionality

1. INTRODUCTION

- 1.1 The NowPay functionality is provided to you by "Euronet Merchant Services Payment Institution Single Member S.A." ("**epay**"), located in the municipality of Kallithea, Attica, at 1 Sachtouri Street & Poseidonos Avenue, 17674, Greece, in your capacity as a Merchant who has entered into a Contract with epay.
- 1.2 The NowPay functionality is governed by the terms and conditions contained herein (the "**NowPay Terms and Conditions of Use**").
- 1.3 Please read carefully the NowPay Terms and Conditions of Use regarding your ability to use the NowPay functionality. Unless otherwise specified herein, these NowPay Terms and Conditions of Use shall be read together and construed in conjunction with the Contract (as defined in the Framework Agreement).
- 1.4 Unless otherwise defined in the NowPay Terms and Conditions of Use, capitalized terms not defined herein shall have the meaning ascribed to them in the Contract.
- 1.5 In the event of a conflict or inconsistency between the Contract and these NowPay Terms and Conditions of Use, the latter shall prevail only to the extent of the conflict or inconsistency and to the extent they relate to NowPay functionality.

2. OBJECT - DESCRIPTION OF THE NowPay FUNCTIONALITY

- 2.1 Merchants who have subscribed to the Value-Added Service of All Week Pay in accordance with the terms of the Contract, have the additional option of using the NowPay functionality. This option will be provided to the above Merchants as more specifically set out herein, provided that their use of the NowPay functionality is deemed by epay to be in accordance with its credit risk, fraud and Transaction security management policy.
- 2.2 The use of the NowPay functionality requires the proper version of the POS application (for instructions how to update the POS application, please check our website: <https://epayworldwide.gr/en/documentation/>).
- 2.3 For the purposes of the NowPay Terms and Conditions of Use:

"Batch" means the bundled set of Transactions, of a minimum and maximum total value as set out in clause 2.5 hereof, sent by Merchant to epay for settlement, using the NowPay functionality and as defined herein, following a manual process exclusively through the POS Terminal.

"Daily Availability" means the daily time span of availability of the NowPay functionality for Merchant use, which is from 8:00 am to 21:00 pm Greek time of every calendar day, including weekends, public and bank holidays in Greece.

"Calendar Hour" means a 60-minute period commencing at the start of the first minute of one of the thirteen (13) one-hour periods included in the Daily Availability.

“Non-eligible Transactions” means Transactions that are excluded from the NowPay functionality, namely the following:

- Transactions with use of Third-Party Terminals (NSP), as NowPay functionality is only available on epay provided terminals,
- Transactions of Merchants not having the AllWeekPay functionality,
- Transactions of Merchants that are overdue for any reason to epay,
- Transactions of Merchants whose Settlement Account is a loan account,
- Transactions through the Soft POS Service,
- e-Commerce Transactions,
- Transactions processed through automatic Batch closures,
- Transactions routed to different acquirers,
- Bill payment Transactions,
- Installment Transactions (***Important Note: the inclusion of an Installment Transaction in a Batch renders all Transactions included in such Batch Non-eligible Transactions***),
- Transactions through some old POS Terminals that cannot be technically customized and updated (at such occasions the Merchant may apply for a new POS Terminal, as according to the existing epay’s procedures).

2.4 With use of the NowPay functionality, and provided that relevant conditions set out herein are met, epay shall pay the Merchant 90%* (*specific percentage as in force at the time of issuance of these present terms and conditions**) of the total amount of the credit Transactions included in a Batch(-es) sent by the Merchant within a Calendar Hour (that are not excluded from the NowPay functionality as Non-eligible Transactions), in one payment, the latest within 45 minutes from the finish of the last minute of the Calendar Hour within which the respective Batch(-es) were sent. [***Important Note: epay proceeds with payment in thirteen hourly cycles (13) per calendar day. More specifically, the first such cycle with respect to Batch(-es) sent by Merchant within Calendar Hour 8.00 am – 9.00 am, commences on 9.01 am and ends on 9.45 am, the second cycle with respect to Batch(-es) sent by Merchant within Calendar Hour 9.00 am – 10.00 am, commences on 10.01 am and ends on 10.45 am etc.***].

The remaining amount of such Batch(-es) (*i.e., 10%* as at the time of issuance of the present terms and conditions**) will be paid the next day as detailed in the Framework Agreement for the Value-Added Service of All Week Pay, minus any other Cost owed to epay.

2.5 In order for the NowPay functionality to apply, the minimum total value of each Batch is set at 100 euros*. For the avoidance of doubt, there is no daily maximum number of Batches that a Merchant may send to epay with use of the NowPay functionality. However, the maximum amount per settled Batch and per calendar day under the NowPay functionality is ten thousand (10,000) euros*.

2.6 The cost for the use of the NowPay functionality is calculated as a percentage of the total amount of the credit Transactions included in each Batch (that are not excluded from the NowPay functionality as Non-eligible Transactions) that the Merchant will send for settlement (*at the time of the issuance of this document 0.3% plus VAT**) and this charge will take place the next day upon payment of the balance of the specific Batch, cumulatively deducting both the Commission and the charge for the use of the above functionality ("**NowPay Commission**"), as well as other charges as specifically set forth in the Agreement. There is a minimum charge for the use of the NowPay functionality per settled Batch (*at the time of issuance of the present terms and conditions this is 1.00 euro plus VAT**).

2.7 Processing and settlement of a Batch in accordance with the NowPay Terms and Conditions of Use takes place after the Merchant's declaration that he wishes to use the above functionality and further consents to the amount of the relevant charge (by selecting the respective two successive consent indicators that appear on the Terminal POS screen). By selecting the consent indication for the use of the NowPay functionality and in addition the consent indication for the amount of the relevant charge, the Merchant is deemed to have read and fully accepted the NowPay Terms and Conditions of Use, as detailed herein. At this stage all Non-eligible Transactions are excluded automatically from the Batch without any further notice.

2.7 At any time, the Merchant can deactivate the NowPay functionality through the POS Terminal, without any charge (other than the NowPay Commission for the already submitted Batches through use of the NowPay functionality) and without any other notification action to epay, as per the posted instructions at epay's website. The same is applicable for its re-activation.

[Important Note: All above figures with () are part of epay's pricing policy for the current functionality and are therefore subject to revision.]*

3. DURATION OF THE PROVISION OF THE NowPay FUNCTIONALITY

The NowPay functionality will be provided by epay to Merchants until the 1st of May 2025 and may be extended further at epay's discretion.

4. LIMITATION OF LIABILITY

- 4.1 To the maximum extent permitted by applicable law, epay will not be liable for any loss or damage that the Merchant may suffer as a result of the use of the NowPay functionality.
- 4.2 To the fullest extent permitted by applicable law, epay shall not be liable for any loss or damage that the Merchant may suffer in connection with, or as a result of, the use of the NowPay functionality and/or these Terms and Conditions. In any event, epay's liability shall not exceed at any one time the settlement amount of the submitted Batch.
- 4.3 Nothing in this clause shall be deemed to waive, modify or otherwise alter epay's liability under the Agreement, which shall remain unchanged.

5. OTHER PROVISIONS

- 5.1 epay reserves the right to terminate the provision of the NowPay functionality in accordance with the termination provisions set out in the Framework Agreement.
- 5.2 The processing of personal data for the purposes hereof will be governed by the provisions of Article 17 of the Framework Agreement.
- 5.3 Complaints relating to the use of the NowPay functionality may be made in accordance with clause 29 of the Framework Agreement.

5.4 The NowPay Terms and Conditions of Use and any dispute between the parties arising in connection with them shall be governed by Greek law and shall be subject to the exclusive jurisdiction of the competent courts of Athens.
