## **Internet Services Agreement**

In Nea Ionia today on the **19/06/2023** between the following parties:

* (i) The Société Anonyme under the trade name **"Skroutz Societe Anonyme Internet Services"** and the distinctive title **"Skroutz SA"**, based in Nea Ionia, Attica, at 91 Alekou Panagouli Str., registered with GEMI (General Commercial Register Number) 143321901000, VAT No: 800863970, Tax Office: Athens Tax Office of Commercial Companies, legally represented for the execution hereof by Mr. Georgios Avgoustidis, hereinafter referred to as the **"Provider Company"**,
* (ii) And the company under the trade name \_\_\_\_\_\_\_, and the distinctive title **\_\_\_\_\_\_** based in **\_\_\_\_\_\_\_\_\_\_\_** , registered with GEMI (General Commercial Register Number) , VAT No: \_\_\_\_\_\_\_\_\_, legally represented for the execution hereof by \_\_\_\_\_, hereinafter referred to as **"the Recipient"** the above Contracting Parties, hereinafter referred to individually as the **"Party"**, and jointly as the **"Parties"**, agree to and accept the following :

### **Preamble**

The following definitions apply to this contract:

* **«Recipient»** means the contracting party herein who wishes to offer products through the Marketplace Service to consumers or legal entities or sole proprietorships for purposes related to its commercial, business, craft or professional activity.
* **«Website»** mains the website maintained by the Provider Company at [www.skroutz.gr](https://www.skroutz.gr/) with its full content as well as the corresponding application for mobile devices, through which Order is submitted, coordinated and completed.
* **«Payment Institution»** means the legally authorized under Decision No. 280/3/23-72018 FEK B 3010/25-7-2018 and supervised by the Bank of Greece payment institution under the trade name "EVERYPAY PAYMENTS INSTITUTE SOCIETE ANONYME", based in Athens, at 25-29 Karneadou Street, with VAT No. 800509341 and Tax Office: Athens Tax Office of Commercial Companies, with which the Provider Company has entered into and maintains in force a Framework Contract for the acceptance and receipt of payment services on the Website referred to in points c and e of paragraph 3 of Article 4 of Law 4537/2018.
* **«Subscription cost»** means the fee paid by the Recipient for access and use of the Marketplace Service, the amount of which is determined [here](https://merchants.skroutz.gr/merchants/commissions/marketplace)
* **«Terms of Use»** means the terms of use of the Website and the operation of the "Marketplace" service, including all the attached Annexes, the Privacy Policy and the Product Return Policy, as applicable.
* **«Store Pick-up»** means the possibility provided to the User to personally pick up the Order from the physical store of the Recipient.
* **«Order»** means a distance sale contract concluded between the Recipient and the User, against payment of a price, for the purchase of one or more Products, without the need of physical presence of the Recipient and the User, by exclusively using the Website up to the moment of the Order submission.
* **«Provider Company»** means the company under the trade dame "SKROUTZ SOCIETE ANONYME INTERNET SERVICES", and the distinctive title "SKROUTZ S.A.", based in Nea Ionia, Attica, at 91, Alekou Panagouli Street, (VAT No.: 800863970, Tax Office: Athens Tax Office of Commercial Companies - GEMI No. 143321901000)
* **«Subscription Period»** means the duration of the right of access and use of the Marketplace Service which is hereby agreed to a period of 365 days, including any periods of temporary interruption of the Marketplace Service by any Party and for any reason. The Subscription Period begins on the date of payment of the Subscription Fee and will be automatically renewed each time upon its expiration, for a corresponding period of time, unless the Recipient states, at the latest until the day on which access to the Marketplace Service expires, that it does not wish to renew it.
* **«Delivery Time Reliability Rate»** means the index, expressed in percentage units, which reflects the percentage of the Orders which have been delivered by the Recipient to be sent to the User within the estimated delivery time, as defined each time by the Recipient, from the total of the Orders forwarded by the Provider Company and accepted by the Recipient.
* **«Order Fulfillment Rate»** means the index in percentage units which reflects the percentage of Orders delivered by the Recipient to the User from the total of the Orders forwarded by the Provider Company to the Recipient.
* **«Commission»** means the commission rate on the final sale value of the product including the applicable VAT.
* **«Products»** means the items available for display and sale by the Recipient through the Website.
* **«Marketplace Service»** means the intermediation service provided by the Provider Company to facilitate the purchase of the Products between the User and the Recipient through the exclusive use of the Website up to the moment of the Order, without redirecting the User from the Website to the Recipient's website, and to serve the User in accordance with the Terms of Use.
* **«Partner Advertising Service»** means the service of the Provider Company which concerns specific product categories, freely chosen by the Provider Company, that appear on the Website, under which the Recipient could display its specific Products with a special distinctive indication without taking into account the classification of the Products by category, more advantageous in terms of price and point of sale, upon payment of an additional price by the Recipient.
* **«Plus Deals Service»** means the service offered by the Provider Company which concerns specific product categories, freely chosen by the Provider Company, that appear on the Website, under which the Recipient could offer more specific discounts on its Products, which will benefit exclusively the registered members of the "Skroutz Plus" service.
* **«User»** means any person who visits the Website and places orders through it.
* **Article 1 - Scope of the Marketplace Service**
	+ The Provider Company is the exclusive legal beneficiary of the Website, through which it is possible to inform users about Products offered for sale through the websites of electronic and non-electronic stores, through the, most advantageous in terms of price and point of sale classification and presentation of these products by category.
	+ Subject to the terms and conditions of this Contract and the timely payment of the Subscription Fee, the Provider Company grants to the Recipient, and the latter accepts, a limited, non-exclusive, non-transferable, non-assignable right to access and use the Marketplace Service exclusively during the Subscription Period.
	+ The Provider Company selects, at its sole discretion, the categories and Products for which it will provide the Marketplace Service for the sale of Orders. In particular, the Provider Company reserves the right to select the products displayed on its website from all the products sent to it electronically by the Recipient, reserving the right to exclude the display of products which, at its discretion, are outdated, not of commercial interest, not consistent with the type of products displayed on the page or require particular work for their classification. In any case, the Recipient approves and accedes to the display and sale of all or part of the Products sold by its store and displayed on the Website.
	+ The Recipient is solely responsible for the accurate and correct description of the Products and of their specifications, as well as for issues regarding the price display, offers or price reductions, and the Provider Company is not responsible for any differences in the content arising from the inability of the Recipient to update the content attributable to the latter. The description of the Products must be detailed enough to allow the User to properly evaluate the offer, including the final price of the Product, the time of delivery or execution of the Order, the conditions and any restrictions applicable to the specific Product, the transport costs borne by the User and the exact way of calculating the value of the transport costs (charge per kilo, per region, etc.) as well as any discount policy on transport costs periodically applied by the Recipient. Furthermore, the Recipient informs the Provider Company on the availability of the Products displayed on the Website.
	+ As part of the provision of the Marketplace Service, the Provider Company undertakes to receive an Order, from the User, regarding the Products of the Recipient displayed on the Website, to receive the payment of the Order, to pay the price to the Recipient and to forward the Order to the Recipient. The Provider Company shall record, in a special file in computer systems, the sales of the Recipient's Products. The log shows the date and time of the sale, the quantity and the price of each product sold, the cost of transport as well as other expenses incurred by the User and related to each Order.
	+ The following shall be understood as elements of the Order forwarded, as referred to in the previous paragraph: a. the order code b. the product code, c. the title of the product, d. the photo of the product, e. the unit price of each product included in the order, f. the quantity of products ordered by the User, g. the name and address provided by the User, and h. any particular indications provided by the User concerning the product or products ordered.
	+ The Recipient shall inform the Provider Company regarding the acceptance of the order within a time limit communicated upon receipt of the Order.
	+ In case of acceptance of the Order or in case of failure to inform about the acceptance of the Order within the time period set out above, the Order shall be deemed canceled through the fault of the Recipient. Furthermore, if the Recipient fails to execute an order accepted within the time period specified by the Recipient upon acceptance thereof, the Order shall likewise be deemed canceled through the fault of the Recipient as well. The Provider Company is entitled to redirect canceled orders to any third party, at its sole discretion.
	+ Taking into account the fact that the Recipient is solely responsible for the dispatch and delivery of the order to the User, the Recipient shall charge the User transportation or other costs on the final amount of the total Order, in accordance with the agreed terms of this Contract. With the exception of Orders for which "Store Pick-up" has been selected, the Recipient, as the sole responsible for the dispatch and delivery of the Order, must provide the Provider Company with all the necessary information so that the latter has an overview of the Order status and the time of its delivery, in order for both the Company and the User to be aware of the status of each Order at all times. In particular, the Recipient must send as soon as available to the Provider Company a valid tracking number corresponding to the Orders accepted. The tracking ID number provided must be totally aligned with the respective delivery promise and be provided earlier of the delivery of the order to the User. In case the Recipient repeatedly sends an invalid tracking ID number of the respective Orders and/or systematically fails to send the valid tracking ID number, the Provider Company is entitled, at its sole discretion, to temporarily or permanently discontinue the provision of the Marketplace Service without compensation.
	+ The Provider Company offers to the User, through the Marketplace Service, the option to pay the purchase price of the Products and the cost of shipping/delivery or any other related costs (e.g. packaging) by (i) using a credit, debit or prepaid card of any Greek or foreign banking institution, or (ii) using a gift card, or (iii) by financing through cooperating credit institutions, when this option is available at the time of placing the Order, or (iv) by using the payment program of up to 3 interest-free installments via credit card provided by the Provider Company, when this option is available.
	+ In any case, the Recipient must issue a relevant tax document for each Order, indicating the final sale value of the product(s) of the Order and the shipping costs and/or any other costs that the User may incur for the dispatch of the Order. The Recipient either includes such tax document in each package or sends it electronically to the User no later than the dispatch of the Order or upon direct receipt of the Order to the User in case of use of the Store Pick-up service.
	+ The Provider Company may propose to the user of the website relevant and ancillary products and services that complement the original product, during the process of completion of the purchase by the user. The ancillary products and services may be offered either by the Recipient or by other partners of the Provider Company and at the choice of the Provider Company (including but not limited to products complementary to the main product or services necessary for the installation of the main product).
	+ The Recipient hereby provides relevant authorization to the Provider Company to communicate with the User on behalf and in the name of the Recipient, without the Provider Company becoming a party to the Order in any way, in order to resolve issues arising during the submission of the Order and until its delivery, or afterwards, as well as for the purpose of managing cancellations and refunds.
	+ Participation in the Marketplace Service requires full acceptance of the Terms of Use, which are supplementary and form an integral part of this contract, and which are complementary to the applicable legislation regarding e-commerce and consumer protection.
	+ It is expressly agreed between the Parties that the Provider Company is solely responsible for receiving an Order from the User and forwarding it to the Recipient, while upon acceptance of the Order by the Recipient, the latter is obliged to send the Product to the User through a courier company and/or transport company with which the Recipient cooperates and/or by its own means, provided that it has obtained the necessary permits for this purpose, within the estimated delivery time notified to the User and at the place indicated by the User when placing the Order.
	+ Both the Recipient and the Company Provider are obliged to keep in their database, for a period of at least ten (10) years from the date of completion of the Order, the data related to the delivery of the Order to the User. The Provider Company may carry out a random check regarding the shipment of the Products from the Recipient to the User. In case of a check, the Recipient cannot refuse to provide the information requested by the Provider Company.
	+ If the Order is submitted by a User who is also a subscriber of the "Skroutz Plus" service - service provided by the Provider Company - taking advantage of any applicable discounts on transport costs applied by the latter, the Recipient is obliged, for such Order types, to apply the discount policy on transport costs applied by the Provider Company to the aforementioned "Skroutz Plus" service. To this end, the Recipient expressly and unconditionally declares that it accepts the above discount policy of the Provider Company, as in force periodically, and is aware of the terms of use of the "Skroutz Plus" service, as they are listed on the website www.skroutz.gr/plus/terms.
* **Article 2 - Skroutz Merchants System**
	+ For the provision of the Marketplace Service, the Provider Company shall make available to the Recipient an electronic Information Update System (hereinafter referred to as "Skroutz Merchants System"). The Recipient undertakes to monitor through the Skroutz Merchants System all Orders received on a daily basis, to accept or reject them and to take any necessary actions as described above.
	+ Taking into account the fact that the Provider Company is obliged to list, in a special section of the Website, the basic data of the Recipient for the information of the consumers, in particular the address, the landline telephone number which has been declared by the Recipient, the VAT number as well as the GEMI number, the Recipient must inform the Provider Company through the Skroutz Merchants System on the corporate and tax details of its business. Refusing to display this information or providing incorrect information shall lead to the immediate suspension of the Marketplace Service.
	+ In case of any change in any way of either (a) basic data of the Recipient, in particular the address of its registered office or any branch, its telephone number, its email address, its corporate data (indicatively: conversion of a natural person into a legal person, change of corporate form of a legal person, change of shareholder or corporate composition of a legal person, transfer of an undertaking, change of legal representative of a legal person) or of its tax data (VAT number) or (b) any other information that may affect the financial behavior of the User, the Recipient is obliged to connect to the Skroutz Merchants System and make the necessary corrections on the special webpage of the Provider Company that displays the above information. If the Recipient is unable, for any reason whatsoever, to make the necessary corrections of data through the Skroutz Merchants System, it must notify the Provider Company immediately and by any appropriate means and provide the necessary information so that the Provider Company can make the necessary changes. In order to avoid misleading consumers, the Recipient must log in to the Skroutz Merchants System or notify the Provider Company so that it makes the above changes as soon as possible and in any case within 24 hours as it is aware of the new information, which it must correct in accordance with the foregoing. In case of failure by the Recipient to update the data as above or to provide inaccurate data, the Provider Company is entitled to terminate this Contract without incurring any liability.
	+ The Recipient reserves the right to indicate possible errors in the display of its Products, through a request for correction (Ticketing) in the Skroutz Merchants System. The Provider Company, after the registration of the said request and after checking the correctness of the notification, will carry out the necessary changes within the shortest possible time, and inform the Recipient of the completion of these corrections. If the request for correction of the Recipient is deemed to be inconsistent with the procedures of the Provider Company, the request will be rejected and the Recipient will be informed of the reasons for its rejection. Respectively, the Provider Company reserves the right to check the correctness of the information provided by the Recipient, in order to provide accurate information to the Users and avoid errors that may mislead the consumer in the sense of material distortion of his/her financial behavior. For this purpose, the Provider Company shall inform the Recipient through the Skroutz Merchants System of the changes or additions to the information provided by it, while temporarily or permanently concealing the products of the Recipient until the correction or addition of the required information.
	+ The Recipient can manage its active subscriptions per store from the Skroutz Merchants System and from the moment of activation of the Marketplace Service and at any other time until the end of the Subscription Period the Recipient has the ability to deactivate the automatic renewal of the Marketplace Service without any notice to the Provider Company.
* **Article 3 - Duration and Termination**
	+ This Contract is agreed for an indefinite period.
	+ The Provider Company may terminate this contract for a cause by prior written notice sent to the Recipient by any appropriate means in the following cases a) if required by law or by a court decision or regulatory provision, b) in case of breach of the contract’s terms by the Recipient, which are agreed to be material in their entirety, c) if the Recipient becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, is liquidated, voluntarily or otherwise, or suffers any similar action in consequence of debt, (d) in the event of a breach by the Recipient of the applicable legal and regulatory framework concerning the operation of its business, in particular of European and Greek legislation on electronic commerce, including consumer protection law, Regulation 2019/1150 and the Code of Conduct for Electronic Commerce. The termination by the Provider Company for a cause produces its legal effects immediately upon notification to the Recipient.
	+ The Recipient may terminate this contract at any time by notifying the Provider Company in writing by any appropriate means. The termination shall take effect from the day following the notification of the termination to the Provider Company and provided that the Recipient has fulfilled all its contractual obligations until the termination day.
	+ The Provider Company may permanently discontinue the provision of the Marketplace Service if a period of more than sixty (60) calendar days has elapsed and either a) the appearance of the Recipient’s online store on the Website has been deactivated on the initiative of the Recipient or on the initiative of the Provider Company for any breach of the terms of this Agreement or b) the Recipient does not inform the Provider Company on the availability of the Products displayed on the Website.
	+ In case of cancellation of the subscription by the Recipient for access to the Marketplace Service and/or in case of termination of this agreement and/or in case of temporary suspension or interruption of the provision of the Marketplace Service by any of the parties and for any reason, the Recipient is not entitled to any refund of the paid Subscription Fee for the remaining period of time for which it will not use the Marketplace Service.
	+ Upon termination of this Agreement in any way, the Parties shall be obliged to settle and satisfy each other's claims within fifteen (15) days. In any case of termination of this contract, the Parties may not have any claim, except for claims already accrued up to the date of termination of the contract, or claims the cause of which arose before the termination of the Contract and has survived.
* **Article 4 - Business Performance Evaluation System**
	+ As long as the Recipient participates in the Marketplace Service for at least thirty (30) days, the Provider Company applies an evaluation system for the Recipient's business performance. In particular, the Provider Company examines on the 1st day of each calendar month ("Evaluation Day") the Order Fulfillment Rate and the Delivery Time Reliability Rate of the Recipient during the calendar month preceding the Evaluation Day ("Evaluation Period"), provided that the Provider Company has forwarded to the Recipient at least ten (10) Orders during the Evaluation Period.
	+ The Recipient must maintain an Order Fulfillment Rate equal to eighty-seven percentage points (87%) during the Evaluation Period, provided that the Provider Company has forwarded at least thirty (30) Orders to the Recipient during the Evaluation Period. If, during the Evaluation Period, the Provider Company has forwarded to the Recipient at least ten (10) and up to twenty-nine (29) Orders, the Provider Company, in exception to the above, will consider the number of unprocessed Orders during the Evaluation Period, which may not exceed four (4) unprocessed Orders. In any case, the Recipient must maintain during the Evaluation Period a Delivery Time Reliability Rate equal to or greater than ninety-six percentage points (96%), provided that the Provider Company has forwarded to the Recipient at least ten (10) orders during the Evaluation Period.
	+ In any case where the Recipient's Order Fulfillment Rate during the Evaluation Period is less than eighty-sevent percentage points (87%) or in case the number of unprocessed Orders exceeds four (4) unprocessed Orders, as the case may be, the Provider Company is entitled to temporarily discontinue the provision of the Marketplace Service provided under this contract. In case the Order Fulfillment Rate is repeatedly lower than the above mentioned rate or in case the number of unprocessed Orders repeatedly exceeds four (4) unprocessed Orders, the Provider Company is entitled to terminate the contract permanently. Similarly, in any case where the Recipient's Delivery Time Reliability Rate during the Evaluation Period is less than ninety-six percentage points (96%), the Provider Company is entitled to temporarily discontinue the Marketplace Service provided under this contract and in case the Delivery Time Reliability Rate is repeatedly below the above mentioned percentage, the Provider Company is entitled to permanently terminate the contract.
	+ Provided that, during the Evaluation Period, the Recipient maintains an Order Fulfillment Rate equal to a minimum of ninety-five percentage points (95%), the Recipient may participate in the Affiliate Advertising, Store Pick-up and Plus Deals Services provided by the Provider Company under this Agreement. In the event that, during the Evaluation Period, the Recipient maintains an Order Fulfillment Rate equal to ninety-nine percentage points (99%), the Recipient, in addition to its participation in the aforementioned services, may also bear the "Pro Seller" label on the Website, provided that the other criteria set forth in paragraph 7.1 are met. The Recipient's participation in the above services will last for a period of thirty (30) calendar days following the Evaluation Day ("Reward Period") and in any case until the next Evaluation Day. If during the Reward Period the Recipient maintains a particularly low Order Fulfillment Rate or in case of repeated breach of the terms of this Contract, including the terms of the Marketplace Service Policy, the Provider Company is entitled to terminate the Recipient's participation in the aforementioned services at any time and at its sole discretion and the participation of the Recipient shall be reviewed in accordance with the provisions of this paragraph.
* **Article 5 - Financial Terms**
	+ **Payment of Subscription Fee and Commission**
		- In order to access the Marketplace Service during the Subscription Period, the Recipient is required to pay to the Provider Company an annual Subscription Fee for each store under its management. Payment of the Subscription Fee is made either by using a debit, credit or prepaid card or by deposit in a bank account.In case of payment of the Subscription Fee using a card and after completion of the procedure, the Recipient shall provide the Provider Company with the right to charge the Recipient's card with the full due Subscription Fee as well as any renewable period thereof, without requiring a special order or authorization. In case of late payment of the Subscription Fee by the Recipient, the Provider Company is entitled to discontinue the Marketplace Service to the Recipient until the successful completion of the payment.
		- Furthermore, for each Order placed through the Website, the Recipient must pay a fee equal to the product price of each unit of the product sold multiplied by the agreed Commission (including any taxes and fees) without the addition of transport costs or any other costs related to the Order. The Commission is a percentage that depends on the product category of the order and is calculated per order and per product. The Commission is calculated based on the current Commission at the time of acceptance of the Order and its amount per product category is indicated in this [table](https://merchants.skroutz.gr/merchants/commissions/marketplace)
		- For the provision of the Marketplace Service as described herein, as well as for the provision of other additional services, the Provider Company issues a relevant tax document.
	+ **Reward Programs**
		- On the agreed Commission for the provision of the Marketplace Service by the Provider Company, as defined above under 5.1.2., the Provider Company implements special discount programs ("Reward Programs") as follows:
			* (a) the First Reward Program ("Gold Reward Program") shall be implemented by the Provider Company if the following conditions are cumulatively met: (a) the total gross merchandise value (GMV) of the products of the Recipient's business sold through the Provider Company during the three hundred and sixty-five (365) day period preceding the Evaluation Day, as recorded by the Skroutz Analytics engine and/or through the Marketplace Service, is equal to or higher than €1,200,000, and (b) the Recipient's Order Fulfillment Rate for the Evaluation Period is higher than or equal to ninety-five percentage points (95%), assuming that the Provider Company has forwarded at least ten (10) Orders to the Recipient during the Evaluation Period. In particular, on the agreed Commission for the provision of the services by the Provider Company, (i) a discount equal to fifteen percentage points (15%) will be applied, in case the Recipient's Order Fulfillment Rate for the Evaluation Period is higher than or equal to ninety-nine percentage points (99%), or (ii) a discount equal to eight percentage points (8%) in the event that the Recipient's Order Fulfillment Rate for the Evaluation Period is higher than or equal to ninety-five percentage points (95%).
			* (b) the Second Reward Program ("Silver Reward Program") is implemented by the Provider Company if the following conditions are cumulatively met: (a) the total gross merchandise value (GMV) of the products of the Recipient's business sold through the Provider Company during the three hundred and sixty-five (365) day period preceding the Evaluation Day, as recorded by the Skroutz Analytics engine and/or through the Marketplace Service, is equal to or higher than €200,000 and does not exceed the amount of €1,200,000; (b) the Receiver's Order Fulfilment Rate for the Evaluation Period is higher than or equal to ninety-five percentage points (95%), assuming that the Provider Company has forwarded at least ten (10) Orders to the Receiver during the Evaluation Period; (c) the Receiver has been collaborating with the Provider Company through a written contract for a period of more than thirteen (13) months regardless of the partnership model, (d) the total gross merchandise value (GMV) of the goods of the Recipient's business sold through the Provider Company in the calendar month of the previous year corresponding to the Evaluation Period ("Reference Period"), as recorded by the Skroutz Analytics engine and/or the Marketplace Service, is higher than €0, and (e) the Recipient has shown an increase equal to thirty percentage points (30%) or an increase in total monetary value of more than twenty thousand Euros (20.000) on the products of the Receiver's business sold through the Provider Company during the Evaluation Period compared to the total value of the Receiver's products sold through the Provider Company during the Reference Period. In particular, on the agreed Commission for the provision of the services by the Provider Company, (i) a discount equal to ten percentage points (10%) will be applied in case the Receiver's Order Fulfilment Rate for the Evaluation Period is higher than or equal to ninety-nine percentage points (99%), or (ii) a discount equal to five percentage points (5%) in the event that the Recipient's Order Fulfilment Rate for the Evaluation Period is higher than or equal to ninety-five percentage points (95%). Please note that for the purpose of calculating the total value of the goods of the Recipient's business sold through the Provider Company, the Recipient's business means all the shops operating under the same VAT number.
		- The above discounts will be applied from the Evaluation Day of each calendar month and will be valid for a period of thirty (30) calendar days and in any case up to the Evaluation Day of the next calendar month ("Reward Period"). The Recipient acknowledges and accepts that the Provider Company may cancel or amend the terms and conditions of the above deduction.
		- In the event of a breach of any term of this contract by the Recipient, the Provider Company reserves the right to temporarily or permanently suspend the provision of the discounts provided for in this article in all of the Recipient's stores.
	+ **Payment of Order Price**
		- For the acceptance and receipt of payment services in relation to distance transactions carried out through the Website with a credit card and concerning the sale or disposal of the Recipient's Products, the latter accepts and agrees to be bound by and comply with the Payment Institution's Terms Conditions, as these terms are posted on [www.everypay.gr/terms-and-conditions](https://www.everypay.gr/terms-and-conditions/) and include in detail all the information required by law to be provided to the Recipient pursuant to Articles 50 to 58 of the Law 4537/2018 and are available to save under Article 53. For the sole purpose of providing the Marketplace Service, the Recipient hereby authorizes the Provider Company and/or the Payment Institution to collect funds from the User on behalf of the Recipient. In addition to the above, the Recipient accepts that, in the context of the provision of payment services, the Provider Company and the Payment Institution may exchange the Recipient's personal data for the purpose of processing and settlement of the Recipient's transactions. The handling of personal data by the Paying Institution is carried out with safety and in accordance with the Payment Institution's Privacy Policy and Privacy Statement [www.everypay.gr/privacy.](https://www.everypay.gr/privacy/) The invoicing of the Recipient for the use of payment services depends on the contract between the Provider Company and the Recipient. The Payment Institution's charges for its services are posted on its website [www.everypay.gr](https://www.everypay.gr/)
		- The Provider Company shall pay to the Recipient, excluding bank holidays or situations of force majeure, its fees for all Orders delivered to the User (i) until the end of each week following the delivery of each Order, in case of payment by debit, credit card or prepaid card, (ii) until the end of each week following the expiration of a period of fourteen (14) calendar days after the receipt of the Order by the User, in case the User has chosen as a method of payment up to 3 interest-free installments by credit card or the financing by partner credit institutions available through the Website from the Provider Company for the payment of the Order.
		- The amount paid is formed by the final price of each Product including the applicable VAT and any transport costs and/or other costs incurred by the User for the shipment of the Order, without any other charge being calculated, minus the Commission of the Provider Company for the services provided. The fee for each Order that constitutes a suborder of the main Order is paid to the Recipient after the payment of all the suborders.
		- For the payment of the fees to the Recipient, documents must be notified to the Provider Company through the Skroutz Merchants System, within the framework of due diligence, for the certification and verification of the Recipient's identity, as determined by the applicable legislation on prevention and repression of money laundering. The Provider Company reserves the right to temporarily or permanently discontinue the provision of the Marketplace Service if the Recipient does not proceed with the notification of the documents or provides incomplete or inaccurate documents.
		- All payments by the Provider Company to the Recipient referred to herein shall be made through a Banking Institution or Payments Institution with which the Provider Company cooperates. If the Recipient maintains a bank account in a banking institution other than (a) Alpha Bank SA, (b) National Bank of Greece SA, (c) Eurobank SA and (d) Piraeus Bank SA, the payments referred to herein shall be executed whenever the debit balance of the Recipient exceeds the amount of three hundred (300) euros. Notwithstanding the provisions of Article 5.3.2., in case the Recipient maintains a bank account in a foreign-based bank, the payments referred to herein shall be executed every 1st and 15th day of each calendar month and only if the Recipient's debit balance exceeds the amount of one thousand (1,000) euros.
		- Notwithstanding the foregoing, it is agreed between the parties that in the event of temporary suspension and/or permanent discontinuation of the Marketplace Service due to a breach of the terms of this Agreement by the Recipient or due to enforcement by any regulatory and/or legislative provision, or by a court decision and/or by a decision of any competent public authority, the Payment Institution may, at its sole discretion, suspend the payment to the Recipient referred to in this Article in accordance with the specific terms and conditions of use of the services.
* **Article 6 - Obligations and Liability of Parties**
	+ The Recipient is solely responsible for the collection and packaging of each Order, the timely dispatch and delivery of the Order to the User and then the notification of the Provider Company, through the Skroutz Merchants system and/or through another management system upon agreement with the Provider Company, for the progress of the dispatch of the Order until its successful delivery to the User.
	+ The Recipient is solely responsible for the execution of the Order, such as, indicatively, defective or incomplete Products, any non-incorrect delivery, untimely delivery, error in the Product or the price, loss or destruction of Product before the planned delivery to the User. The Provider Company bears no liability towards the User or obligation to compensate the User, due to cancellation or rejection or non-acceptance of Orders by the Recipient. Taking into account the fact that the Provider Company intermediates between the Recipient and the User, in the event of any dispute arising between the Recipient and the User, the Recipient indemnifies and releases the Provider Company from any and all liabilities, burdens, damages, claims, expenditure, costs, expenses, including legal fees and/or costs arising and/or connected and/or associated and/or related directly or indirectly to the Products and/or to the successful outcome and result of the Provider Company's mission, i.e. the intermediation between the Recipient and the User to establish the contract of sale.
	+ Aiming at the optimal provision of the Marketplace Service, the Provider Company offers the Recipient digital educational material and organizes educational programs, at no extra cost, regarding the operation of the Website, the management of the Skroutz Merchants System and any new additional services available, for which the Recipient must be informed via a digital educational platform.
	+ The Recipient is required to comply with the Marketplace Service Policy, [as set out on this page](https://merchants.skroutz.gr/merchants/support/guidelines/marketplace_policies)
	+ In case of exercising the right of withdrawal by the User within a period of fourteen (14) calendar days from the receipt of the Order or in case of return of Products to the Recipient due to defective or incorrect Product, the Provider Company undertakes to inform the Recipient as soon as possible through the Merchants system and/or through another management system about the request for withdrawal or return of the Products respectively, while the Recipient undertakes the receipt of the returned products by the User through a courier company and/or transport company with which it cooperates and is charged with the transport costs related to the return of the product from the User to the Recipient. In the event that the request for withdrawal by the User is submitted at any time prior to the receipt of the Order by the User, the Provider Company shall immediately inform the Recipient in order to proceed with the necessary actions for the cancellation of the shipment.
	+ If the withdrawal or return of Product is due to incorrect execution of the Order by the Recipient, the latter shall be charged with the shipping costs relating to the return of the Product from the User to the Recipient, the cost of replacement of the Product and the cost of shipping expenses of the new Product from the Recipient to the User. In case of repeated incorrect execution of Orders by the Recipient and after relevant check by the Provider Company regarding the reason for the return of the Product, the Provider Company is entitled, at its sole and absolute discretion, to temporarily or permanently discontinue the provision of the Marketplace Service provided under this contract without compensation.
	+ In the event of a malfunction or temporary failure of the Provider Company's systems and network, it is expressly agreed that no liability will be borne by the Provider Company for the recovery of any direct or consequential damages suffered by the Recipient for that reason. If the above-mentioned interruption or malfunction of the provided Marketplace Service lasts longer than three (3) months, the Recipient is entitled, if it so wishes, to request the interruption of the Marketplace Service provided to it.
	+ In the event that the operation of the Provider Company's network presents a malfunction, resulting in incorrect information of the Recipient appearing on the Website, it is agreed that the Provider Company is entitled, to avoid misleading its users, to notify the Recipient in writing and at the same time proceed to the temporary interruption of the Marketplace Service provided to him, until the time of restoration of the damage. In this case, the Provider Company shall not be liable for the compensation of any direct or consequential damage to the Recipient, for the entire period of time that the Marketplace Service is not provided.
	+ The Recipient undertakes to maintain absolute confidentiality in relation to all confidential information of the Company Provider. In particular, the Recipient undertakes, is obliged and guarantees to strictly observe any confidential information it receives or learns in the context or as a result of its partnership with the Provider Company, as well as not to make any announcement or publication to third parties of any information that comes to its knowledge in connection with this partnership, as well as any information relating in particular to trade secrets, know-how, pricing policy, commission rates, financial and other activities or organization of the Provider Company.
* **Article 7- Additional Benefits and Services**
	+ The Provider Company allows the Recipient to bear the label "Pro Seller" on the website [www.skroutz.gr](https://www.skroutz.gr/), if certain conditions, mentioned in the link [Pro Seller criteria](https://merchants.skroutz.gr/merchants/support/marketplace/pro_seller/info), are met. This labeling does not affect the classification of the Provider Company's partners (including the Recipient) on the Website.
	+ Furthermore, the Provider Company allows the Recipient to participate in the Partner Advertising Services, Store Pick-up and Plus Deals provided within the framework of this contract, in accordance with the specific provisions of paragraph 4.4.
* **Article 8 - Representations and Warranties by the Recipient**
	+ The Recipient warrants and represents that it is the rightful owner or otherwise has the legal right to exploit and use any trademark, logo, content, title and any distinctive features and elements of the Products in general, including the trademarks of the Products and the distinctive features of the Recipient itself. The Recipient hereby grants the right to use them free of charge to the Provider Company solely and exclusively for the provision of the Marketplace Service. Furthermore, the Recipient grants a non-exclusive, permanent, royalty-free license to use the information and photographs provided to the Provider Company for the displayed Products that the Recipient markets, while the Recipient continues to retain its intellectual property rights.
	+ The Recipient acknowledges and accepts that during the provision of the aforementioned Marketplace Service, it is obliged, indicatively and in no way restrictively to:
		- Refrain from any act or omission which might mislead the User regarding the characteristics of the products it displays, their availability and their offered selling price. Indicatively, it is forbidden for the Recipient to send to the Provider Company for promotion through its website, information on second-hand products, bad stock products, imitation products, products with unknown availability, out of stock, and / or obsolete.
		- Refrain from providing information in such a content and form as to potentially mislead the User in the sense of influencing the User's economic behavior.
		- Refrain from implementing practices which could create conditions for unfair competition regarding the commercial activity of the other business users of the provided Marketplace Service by the Provider Company.
		- Refrain from carrying out general actions that would result in damage or malfunction of the network (e.g. mass sending of messages, spamming, etc.) as well as from collecting personal data concerning the Users or members of the Website in violation of the applicable legislation on personal data protection.
		- Refrain from any act or omission that is prohibited by the applicable legislation, and indicatively by Law 2251/1994 on consumer protection, by the P.D. No. 131/2003 and the applicable legislation on e-commerce, trademarks and personal data.
		- Comply with the provisions of the applicable legislation regarding the management of waste for the purpose of prevention, preparation for reuse and recycling, in case the Recipient is a producer of products for which the operation of an Alternative Management System (AMS) is provided, as defined in article 11, par. 2 of Law 4819/2021, as in force. In particular, in this case, the Recipient is obliged to fulfill the obligations provided for in Article 11 of Law 4819/2021, as in force, according to which it is obliged, inter alia, to organize individual systems or to participate in collective alternative management systems, to have a certificate of registration in the National Register of Producers (NRP) and to indicate the NRP number in the tax documents issued for the sale of the products concerned
	+ The Recipient expressly declares and accepts that it will not assign or transfer for any reason or cause, in whole or in part, its contractual obligations to any natural or legal third person, without the prior written consent of the Provider Company.
	+ The Recipient represents and warrants that all Products available for sale through the Website are located in or have passed through an EU Member State before being shipped to the User.
	+ In the event that the Provider Company becomes aware of the breach of any of the terms of this article, it is agreed that the Provider Company is entitled to immediately suspend the Marketplace Service provided to the Recipient by notifying it in writing, communicated in any appropriate manner, temporarily, for at least 24 hours and until the Recipient complies with the terms and conditions hereof, without prejudice to the definitive deletion of the Recipient from the list of businesses displayed through the Website, without any charge to the Provider Company, in case of non-compliance with the terms and conditions hereof and/or repeated breach thereof.
* **Article 9 - Reviews System**
	+ The Provider Company maintains a reviews system on the Website. Therefore, the Recipient accepts unconditionally that on the website of the Provider Company negative or positive reviews may be made for products or services available through its website (online store), by any third party trading with him and registered user of the Provider Company.
	+ Any negative reviews will be displayed through the Website, provided that the Recipient becomes aware of their content before three (3) days of their display. The Recipient may reply to the negative reviews, so that any comments made on the reviews may be displayed on the Website. The Recipient accepts that the Provider Company reserves the right, at its sole discretion, to delete any response of the Recipient on the negative evaluations, in whole or in part, where this is deemed necessary, while informing the Recipient for its deletion, and/or contact the Recipient in order for the latter to change and reformulate the text of the response for its publication, if this is deemed necessary, while pointing out the controversial points.
	+ In case the Provider Company repeatedly receives negative reviews about the Recipient regarding the availability of the Products, the compatibility of prices or any repeated failure regarding the validity of the information provided by the Recipient and displayed on the Website, the parties acknowledge and accept the right of the Provider Company to terminate this Contract without prejudice and unilaterally by suspending the Marketplace Service agreed herein and further by permanently deleting the Recipient from the list of stores displayed through the Website.
	+ The Recipient is obliged to refrain from any act or omission that may manipulate the reviews published on the Website - for example direct contact of the Recipient with the User submitting the review and providing an incentive for writing reviews - in particular to refrain from the publication of reviews from computers within its physical store as well as not to allow the publication of reviews by its employees or associates. Breach of any of the obligations depicted in this paragraph provides the right to the Provider Company to proceed to the temporary interruption of the service provided to the Recipient or to terminate this Contract unilaterally and without penalty.
	+ It is expressly agreed that the publication of any negative and/or positive reviews and any responses - comments of the Recipient on them is possible and is subject to the sole discretion of the Provider Company, which reserves the right to delete at its sole discretion the reviews published within a specified period of time or by a specific user.
* **Article 10 - Complaints Management System**
	+ The Provider Company shall make available to the Recipient, through the Skroutz Merchants System, a complaint management system for any of the following issues: (a) its alleged non-compliance with obligations set out in the applicable legislation, which affects the Recipient, (b) technological issues which are directly related to the provision of the services of the Provider Company and which affect the Recipient and c) measures taken by the Provider Company or the behavior of the Provider Company that are directly related to the provision of services and which affect the Recipient.
	+ As part of the internal complaint handling system, the Provider Company a) duly examines the complaints submitted as described above and the follow-up that may need to be given to the complaint in order to adequately address the issue raised, b) processes the complaints quickly and efficiently, taking into account the importance and complexity of the issue raised, and c) notifies the Recipient of the outcome of the internal complaint handling procedure in a personalized manner and in plain and intelligible language.
* **Article 11 - Final Provisions**
	+ Any provision hereof which is held to be contrary to the law or invalid shall automatically cease to be valid, without prejudice to the validity of the other provisions.
	+ This constitutes the full agreement of the Contracting Parties and replaces any oral or written agreement between them. Any modification of the terms hereof shall be notified to the Recipient by any appropriate means and will be effective fifteen (15) calendar days after notification.
	+ For any disputes arising from this Agreement, the Provider Company shall appoint (a) Mr. Haris P. Meidanis, of the Athens bar and accredited mediator (tel. 2103604445), and (b) Mrs. Eleni Plessa, of the Athens bar and accredited mediator (tel. 2103616493), as suitable mediators within the meaning of Article 12 of Regulation 2019/1150 to seek, acting individually in the above capacity, an agreement between the Provider Company and the Recipient regarding the out-of-court resolution of any disputes arising in connection with the provision of the services described herein.
	+ In any case, the courts of Athens shall have jurisdiction and the law of the Hellenic Republic shall apply.

## **Annex I - Processing of Personal Data of Skroutz Marketplace Users**

* **Introduction**In addition to what has been agreed between the Company Provider, and the Recipient (hereinafter the "Parties") in this Internet Service Provision Contract, regarding the provision of the Skroutz Marketplace Service (hereinafter the "Service Contract"), this is added as an annex, in order to comply with the obligations imposed by the legislation on the protection of personal data.
* **Definitions**
	+ For the purposes of this Annex, the terms Personal Data, Data Subject, Controller, Processor, Processing, Supervisory Authority, Third Parties and Recipients shall be interpreted in accordance with the European (Regulation No 2016/679, hereinafter referred to as "GDPR") and national legislation (Law 4624/2019 and Law 2472/1997) on the protection of natural persons with regard to the processing of personal data.
	+ The definitions set out in the Preamble to the Partnership Contract shall apply to this Annex
* **Roles of the Parties**Both Parties acknowledge and agree that they shall operate as Independent Data Controllers, with respect to the disclosed data, that each process on their own behalf. Each Party shall independently abide by and comply with the relevant provisions of the national and European data protection legislation, the legislation relating to privacy in electronic communications, as well as any acts (Decisions, Guidelines, Opinions etc.) issued by the competent Data Protection Authority.
* **Personal Data processed**The subject matter of the present Annex is the disclosure of personal data by the Provider Company as Data Provider, to the as Data Recipient, under this Cooperation Agreement between them, in accordance with the following table:

| Data Provider | Skroutz SA |
| --- | --- |
| Data Recipient | \_\_\_\_\_\_\_\_\_ |
| Purpose of Transmittance | Performance of the contract in order to provide the Recipient with the essential information needed for the fulfillment of the purchase operated within the online shopping platform (Skroutz Marketplace). |
| Lawful Basis for the Disclosure | Fulfillment of the contract 6.1.b GDPR. It is laid upon the contractual obligations undertaken by the Provider Company to transmit the essential transaction. |
| Personal Data | Name, postal address, shipping and delivery address, mobile or fixed telephone number, order number, date and postal delivery number, as well as the relevant hyperlink, content and financial details of the order (total amount, products, VAT, etc.), additional comments on the order by the User (gift wrapping, clarification on shipping, etc.), a photo of the products as taken by the User in case of return/cancellation, as well as, exceptionally, any questions or complaints of the Users in relation to their specific order. |
| Means of Disclosure | Through the online shopping platform (Skroutz MarketPlace) |

* **Confidentiality**
	+ Each Party undertakes to select for the processing of the disclosed personal data persons with requisite professional skills that provide sufficient safeguards in terms of technical knowledge and personal integrity for the observance of confidentiality.
	+ Each of the Parties undertakes to ensure that all employees, agents, associates and any representatives thereof (natural or legal persons), acting in its name and on its behalf, for the purpose of achieving the processing purposes as described in Annex I, adequately protect the personal data received, according to the requirements of the national and European personal data protection legislation, abide by all relevant technical and organizational measures in place and are bound by the provisions stated herein.
	+ Each of the Parties undertakes to submit all the aforementioned employees, agents, associates and any representatives thereof, who have access to personal data, to confidentiality commitments, to provide them with appropriate training and to ensure their compliance with the obligations set out herein. The Parties shall be responsible for any breach of the above personal data protection obligations by the aforementioned persons, as if the Party itself had committed the breach of said obligations.
* **Data Quality**
	+ The disclosed data shall be accurate, updated, adequate and not more than is necessary for the purpose pursued by the disclosure, in accordance with the requirements of applicable personal data protection legislation.
	+ In the event that either Party becomes aware of the existence of inaccurate, inadequate and non-updated disclosed data, it shall notify the other Party. The disclosed personal data shall not exceed what is foreseen under this Agreement.
* **Liability**
	+ The Parties shall bear no liability against each other or any third parties, for any damage caused by an act or omission of the other Party, including the imposition of a fine by any Authority, as well as any other liability that may occur in view of a breach of obligations of the Parties regarding the processing of the disclosed data. More specifically, the Parties shall bear no liability against each other, in the event of the disclosure of inaccurate, non-updated data by the other Party as well as of data exceeding what is necessary for the purpose pursued, according to the requirements of applicable personal data protection legislation.
	+ Each of the Parties shall indemnify the other Party for any damage the latter may suffer and shall be liable for any compensation/fine that the other Party is required to pay to any third party, as a result of a damage or injury to a third party stemming from the unlawful processing of the disclosed data by the first Party, under the terms herein. This also applies to cases where one of the Parties has suffered damage as a result of the actions or omissions of the other Party, pertaining to the disclosed data.
* **Security**
	+ The Parties undertake to protect the personal data disclosed and to apply the appropriate technical and organizational measures, so as to ensure a level of protection proportionate to the risks attached to the processing operations involved, as well as the continuous confidentiality, integrity, availability and resilience of the applicable systems and services. These measures shall protect the personal data against any accidental or unlawful destruction, accidental loss, damage, alteration, unauthorized disclosure or access and any other form of unlawful processing.
	+ More specifically, the Parties undertake to implement policies and procedures in accordance with the applicable data protection legislation, so as to ensure data security of data subjects. The data processed shall be the minimum possible and their processing shall not deviate from the specific purpose in the context of the cooperation between the Provider Company and the Recipient.
* **Data Subject Rights**The Parties acknowledge that the obligation to respond to requests and/or complaints regarding the disclosed data is independent and burdens the Party that receives the request. Unless otherwise agreed between the two Parties, the Party that has received the request on the disclosed data, may ask for the other Party’s assistance, in which case the latter shall respond to the former Party within five (5) business days, to the extent that such an assistance is possible and taking into consideration the nature of the processing operation.
* **Point of Contact**It is hereby agreed between the Parties that any personal data protection issue that arises shall be communicated in good faith by each of the Parties, to the respective communication channel of the other Party: For the Provider Company, this is defined as: dpo@skroutz.gr.
* **Obligation to Inform**
	+ The Data Provider undertakes to adequately inform the data subjects, through personal data protection policies/notices, on the disclosure of the personal data in question to the Recipient, the purpose of the disclosure and the identity of the recipient or the category of the recipient.
	+ The Recipient of the personal data undertakes to adequately inform the data subjects, as an Independent Data Controller, according to the requirements of applicable legislation on data protection, unless another means of informing data subjects is agreed between the Parties.
* **Use of Further Subcontractors**The Processor shall not be allowed to appoint subcontractors (Sub-Processors) without the prior written permission of the Controller, which must include the details of the subcontractor, the purpose of the subcontracting, the location of the Processing, the technical and organizational measures applied, and contractual commitments covering the requirements of the provisions of Article 28 of the GDPR and being at least equivalent protection for the Data Subjects, in relation to the provisions hereof. The notification of such data and the request for authorization by the Data Controller shall be made by the Processor by email to dpo@skroutz.gr .
* **Right to Control**The Processor undertakes to make available to the Controller all necessary information to demonstrate compliance with its obligations and to allow and facilitate controls, including inspections, carried out by the Controller or by another controller it shall appoint.
* **Termination of the Contract**
	+ The Processor undertakes to return or delete the Personal Data after the termination of the Processing described in Table A and/or the Processing Contract, at the sole discretion of the Controller, unless the exceptional storage of specific, strictly necessary data is required by the applicable legislative framework to which the Processor is subject.
	+ As regards the above described exceptional processing, the Recipient acknowledges that it will act as the sole Controller and not as the Processor and therefore no further responsibility for this processing will be borne by the Provider Company.
* **Liability**In the event that, both during and after the termination of the Partnership Contract, any form of damage to the Data Subjects is caused or any claim is raised by the Data Subjects and/or third parties due to any breach due to intention or negligence of the Processor during the processing of Personal Data of the Data Subjects by him, as well as in case of imposition of a fine by the competent Supervisory Authority to the Controller, due to relevant acts or omissions concerning the processing or breaches of the relevant legal and/or contractual obligations on behalf of the Processor, and on behalf of any further subcontractors thereof, the Processor undertakes to compensate the Controller for any amount that the Controller has paid or is required to pay for the above reasons.
* **Special right of termination**The Provider Company has the right to terminate, in whole or in part, the Partnership Contract, for an important reason and with immediate effect, in case the other Party does not comply with its obligations arising from the present agreement.

## **Table A - Details of the Processing**

* The Processor (Recipient) carries out the following Processing activities on behalf of the Controller:
The Processor shall be provided with the data of the Users of the Website managed by the Controller. Such data are used for the purposes of placement, in general service, support, delivery and return of electronic orders that are processed directly through the Website, through the Skroutz Marketplace Service. The above processing purposes do not expressly include the carrying out of advertising or commercial communication in general by the Processor and/or its Sub-Processors (subcontractors) to the Users. In addition, the Processor shall notify the Processor of the date and number of the postal shipment (initial or return) as well as the relevant hyperlink.
* The Processing of the Controller in which the Processor is involved, are as follows:
Submission of user order, transfer of user order data to merchants, completion of order with delivery, return or replacement of order
* The Processed Data relate to the following categories of Data Subjects:
Customers-Users of the Website
* The Processed Personal Data are as follows:
Name, postal address, shipping and delivery address, mobile or fixed telephone number, order number, date and postal delivery number, as well as the relevant hyperlink, content and financial details of the order (total amount, products, VAT, etc. ), additional comments on the order by the User (gift wrapping, clarification on shipping, etc.), a photo of the products as taken by the User in case of return/cancellation, as well as, exceptionally, any questions or complaints of the Users in relation to their specific order.

For the Provider Company

«Skroutz SA»
