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# Terms of service

***Last updated (01/01/2023)***

THESE WEBSITE TERMS OF USE (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND MYPAY SA. ("Mypay"). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.MYPAY.GR AND ALL OTHER ASSOCIATED MYPAY SITES AND SUBDOMAINS (THE "SITE" or "SERVICES"). BY USING THIS SITE, YOU ARE AGREEING TO ALL THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, OR ANY INFORMATION CONTAINED ON THIS SITE.

THIS AGREEMENT INCORPORATES THE ARBITRATION PROVISION IN THE TERMS FOR MYPAY SHOPPING SERVICE. IF YOU DID NOT OPT OUT OF THAT ARBITRATION PROVISION, IT ALSO APPLIES IN THIS AGREEMENT, UNLESS YOU ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THE ARBITRATION PROVISION UNLESS YOU PREVIOUSLY OPTED OUT.

**Changes**

Mypay may make changes to the content available on the Site at any time. Mypay can change, update, add or remove provisions of these Terms, at any time, by posting the updated Terms on this Site. By using this Site after Mypay has updated these Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

**General Use**

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age. If you are not at least 18 years old, you may not use the Site at any time or in any manner or submit any information to Mypay or the Site.
Mypay provides content through the Site that is copyrighted and/or trademarked work of Mypay or Mypay's third-party licensors and suppliers (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.
Subject to the terms and conditions of these Terms, and your compliance with these Terms, Mypay hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner. If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

**Using the Site**

You can simply view the Site and you do not need to register with Mypay to do so.

**Links to Third-Party Sites**

This Site may be linked to other websites that are not sites controlled or operated by any Mypay Entity (collectively, “Third-Party Sites”). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with third parties. You acknowledge and agree that the Third-Party Sites may contain different privacy policies and terms and conditions and/or user guides and business practices than Mypay, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides, which may or may not be more restrictive than terms and conditions set forth by Mypay. You agree to comply with any and all terms and conditions, users guides and privacy policies of any of any Third-Party Sites.

Mypay provides links to the Third-Party Sites to you as a convenience, and Mypay does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT MYPAY WILL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

Any reference on the Site to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply Mypay’s endorsement or recommendation.

**User-Posted Content**

As a user of our Services, you may, at your own discretion, upload, publish and share your content, such as collections, images, texts, nicknames, receipts, product reviews, information on goods, service or deliveries, or other content. You acknowledge that by sharing content you make it publicly available, meaning that information about you becomes available to others and may be used and shared further by other individuals.
You may only upload, publish or share content which you have the right to use, upload, publish or share, and which does not violate applicable laws, this Agreement or any third party’s rights.

You agree to not upload, publish or share any content which we may determine, in our sole discretion, (i) is unlawful, fraudulent, abusive or threatening; (ii) violates the rights of others; (iii) is offensive or criminal (such as agitation against ethnic groups, child pornography or unlawful depictions of violence); (iv) contains viruses, Trojan horses, spyware, adware, malware, or other harmful or damaging programming; (v) constitutes unsolicited advertising (spam); and/or (vi) constitutes any other form of harassment.
Mypay reserves the right, without obligation, to monitor, review, adjust, inactivate or remove content, without notifying you or a third party, if we are required by law, or believe it is offensive, inappropriate, unlawful, violating the rights of others, or otherwise objectionable, in our sole discretion.

You are solely responsible for your upload, publication and sharing of content, and agree to indemnify and hold harmless Mypay and its parents, subsidiaries, affiliates, employees, agents, successors, and assigns from any and all damages, loss or costs caused or incurred by your upload, publication or sharing of content, including in connection to third party claims against Mypay.
You acknowledge and agree that if you upload, import or share content that is abusive, threatening or

offensive, or violates, or Mypay may reasonably assume to violate, law or your agreement with Mypay, we may terminate or deactivate your use of the Services.

**Electronic Communications**

By using the Site, and providing contact information, you consent to receiving electronic communications, including electronic notices, from Mypay. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site provided on or through the Site. These electronic communications are part of your relationship with Mypay. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**Privacy Policy**

Please review the Mypay Privacy Policy, which is available on this Site and which explains how we use information that you submit to Mypay electronically.

**Unauthorized Activities**

When using this Site, you agree not to:

1. Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’ or any other form of such solicitation.
2. Use any robot, spider, scraper or other automated means to access the Site.
3. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
4. Post anything contrary to our public image, goodwill or reputation.
5. This list of prohibitions provides examples and is not complete or exclusive. Mypay reserves the right to terminate access to your account and your ability to post to this Site with or without cause and with or without notice, for any reason or no reason, or for any action that Mypay determines is inappropriate or disruptive to this Site or to any other user of this Site. Mypay may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Mypay’s discretion, Mypay will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

You agree to indemnify and hold Mypay Entities and their respective officers, directors, employees, agents, licensors and business partners harmless from and against any and all costs, damages, liabilities and expenses (including attorneys’ fees and costs of defense) Mypay or any other indemnified party suffers in relation to, arising from or for the purpose of avoiding any claim or demand from a third party that your use of this Site violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

**Proprietary Rights**

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Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Mypay. All rights not expressly granted herein are reserved by Mypay. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification,

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**Disclaimer of Warranties**

THE MYPAY SITE AND SERVICES ARE PROVIDED “AS IS” AND MYPAY AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO YOUR USE OF THE MYPAY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MYPAY DISCLAIMS ANY AND ALL STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
Mypay does not guarantee the continuous, uninterrupted, error-free or secure use of any part of the Mypay Site or Services. Use of the Mypay Site or Services may be interrupted due to events outside Mypay’s reasonable control, such as delays in the banking system or credit card networks. Mypay will use commercially reasonable efforts to process payments in a timely manner, but Mypay makes no representations or warranties regarding the time it takes to complete any transaction
Mypay does not approve or control any third-party website or application and we are not responsible or in any way liable for their content. If you use such websites or applications from third parties, the terms and conditions for those websites or applications will apply to you.

**Limitation of Liability**

IN NO EVENT SHALL MYPAY OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR SUPPLIERS OF MYPAY OR ITS AFFILIATES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THE MYPAY SERVICES, MYPAY USER ACCOUNTS, MYPAY APP OR THESE TERMS, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY. THE LIABILITY OF THE ABOVE-MENTIONED PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYPAY AND ITS AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND SUPPLIERS OF MYPAY OR ITS AFFILIATES, ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE FOR, ANY DAMAGES OR LOSSES RESULTING DIRECTLY OR INDIRECTLY FROM: (1) YOUR USE OF OR YOUR INABILITY TO USE ANY MYPAY SERVICE OR ANY MYPAY SITE; (2) DELAYS OR DISRUPTIONS IN ANY MYPAY SERVICE OR ANY MYPAY SITE; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING ANY MYPAY SITES OR SERVICES; (4) GLITCHES, BUGS, ERRORS OR INACCURACIES OF ANY KIND IN ANY MYPAY SERVICES; (5) THE CONTENT, ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING ANY THIRD PARTY WEBSITE OR APPLICATION LINKED TO ANY MYPAY SITES OR SERVICES; (6) CLAIMS OF BREACH OF WARRANTY OR GUARANTEE; (7) GOODS AND SERVICES YOU PURCHASED FROM MERCHANTS, OR THE RETURN OF SUCH GOODS AND SERVICES; OR (8) CHANGES TO THIS AGREEMENT. These limitations and exclusions apply even if your remedies do not fully compensate you for any losses or if Mypay or its affiliates knew, or should have known, about the possibility of damages.

**Local Laws; Export Control**

Mypay controls and operates this Site from its headquarters in the Greece and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the Greece, you are responsible for following applicable local laws.

**Feedback**

If you send or transmit any communications, comments, questions, suggestions or related materials to Mypay, whether through the Site or by letter, email, telephone or otherwise (collectively, “Feedback”) suggesting or recommending changes to the Site, or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title and interest in, and Mypay is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing and selling, directly or indirectly, products using such Feedback. You understand and agree that Mypay is not obligated to use, display, reproduce or distribute any such ideas, know-how, concepts or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction or distribution.

**Governing Law**

You agree that the laws of Greece, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Mypay, except as otherwise stated in this Agreement. Subject to the Arbitration Provision in the Terms for Mypay Shopping Service, you and we may also litigate any dispute in small claims court with jurisdiction over that dispute, if the dispute meets all requirements to be heard in the small claims court and remains in that court. You may litigate in small claims court whether or not you negotiated with Mypay informally first.

**General Agreement**

If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Mypay’s failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Mypay relating to the use of mypay.gr and other sites on this domain and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Mypay about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

**No Third-party Beneficiaries**

This Agreement is between you and Mypay exclusively and is not intended to benefit any other person.

**Copyright Policy / DMCA**

Mypay respects copyright law and expects its users to do the same. It is Mypay’s policy to terminate, in appropriate circumstances, any user who infringes upon the rights of any copyright holder.

**Indemnity**

You will indemnify and hold harmless Mypay and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or content, or (ii) your violation of these Terms.

**General Terms**

These Terms constitute the entire and exclusive understanding and agreement between Mypay and you regarding the Services and content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Mypay and you regarding the Services and content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator or by court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice), that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Mypay's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Mypay may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Mypay under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Mypay's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mypay. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Mypay Search Terms**

The following terms apply to your use of the Mypay Search feature on Mypay.gr

Accuracy of information

Product specifications and other information have either been made accessible by suppliers, manufacturers, merchants, publications, publicists or been gathered from public-domain sources. The intention of Mypay is that all information on the website should be as accurate and up-to-date as possible. However, Mypay cannot guarantee the reliability or the accuracy of the information contained within its pages.
We urge our users to conduct their own research prior to purchasing from the stores listed on our service to ensure the accuracy of the prices. All the actions taken by the user of the website are the responsibility of the individual. Mypay cannot make any guarantees that any information is correct or be held liable for any actions taken based on the product and pricing information provided.

Relationship with merchants

Merchants listed on the Mypay site are independent third parties and Mypay is not acting as a principal, agent or broker with respect to any advertisers. Your relationship with any merchant you contact through this site is solely between You and the merchant. You agree not to hold Mypay liable for any loss or damage of any sort incurred as the result of any business conducted with our merchants or as the result of the content provided by such merchants through the Site.

If you want to report an error or have any questions please contact Mypay at its address listed below.

Payment

There is no charge payable to Mypay for use of the site during the continuance of these Terms. Mypay shall have no responsibility for transmission of funds due to any third party provider or distributor with whom you may elect to deal. You shall be responsible for transmitting all payments due on the terms agreed with any third party provider or distributor.

Adding content

In the event Mypay enables you to add content to the site in the form of reviews, contests or other features, Mypay shall be entitled, at its absolute discretion, to publish, edit, refuse, or delete content provided to it. Mypay will not permit the publishing of content that may be illegal under applicable law.

Changes to the Service

Mypay reserves the right to change, suspend, or discontinue, at its sole discretion, all or any aspects of the content, design, services provided or any other aspect of Mypay.gr at any time without prior notice.

Usage

You agree to use the Site only for lawful purposes. You may only use this site as a general guide to make price comparisons for your own private use and shall not use this site for any other purposes. You may download, display and print one copy of the material presented on this site for your personal, non-commercial use only.

Except as expressly provided, nothing within the Site shall be construed as conferring any license under our or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that all content available through and used to operate the Site and its services is protected by copyright, trademark, patent, or other proprietary rights of Mypay and its affiliates, licensors, and service providers. You agree that your data, content, and any information provided or used on the Site, as well as your use of our Site, products and services will not:

1. modify, alter, or deface any of the trademarks, service marks, trade dress (collectively "Trademarks") or other intellectual property made available by us in connection with the Site or otherwise infringe or facilitate infringement of any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights (collectively "Rights") of any party, including the Rights of third-parties;
2. hold yourself out as in any way sponsored by, affiliated with, or endorsed by us, or any of our affiliates or service providers;
3. use any of the Trademarks or other content accessible through the Site for any purpose other than the purpose for which we have made it available to you;
4. defame or disparage us, our Trademarks, or any aspect of the Site;
5. post or transmit any content that is unlawful, threatening, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
6. adapt, translate, modify, decompile, disassemble, or reverse engineer the Site or any software or programs used in connection with it or its Products and Services;
7. contain or promote any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct;

8. access or attempt to access the non-public areas of the Site or any other user's password-protected information;
9. impersonate any person or entity or otherwise falsely state or misrepresent your affiliation with a person or entity; and
10. restrict or inhibit any other user from using or enjoying the Site (or any linked site).

Framing, linking etc.

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The framing, mirroring, scraping or data mining of the Site or any of any conduct by you that in our sole discretion restricts or inhibits any other user from using or enjoying the Site (or any linked site) will not be permitted.

Monitoring site usage

We may electronically monitor areas of the Site and may disclose any content, records, or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary, appropriate or required to operate the Site; or (iii) to protect our rights or property, including the rights of Mypay users, sponsors, providers, licensors, or merchants.