

## TERMS AND CONDITIONS OF USE OF THE ORDER UP PLATFORM FOR UP HELLAS CLIENTS

The Terms and Conditions of Use (hereinafter the “*Terms and Conditions*”) state the rights and obligations of the authorised representatives, designated by the clients, who shall have access to the **Order Up** platform (hereinafter the “*Clients*”).

Accessing the **Order Up** platform ( <https://order.uphellas.gr/>) (hereinafter called the “*Platform*”) implies that you have accepted the Terms and Conditions of Use shown here, regarding the Platform, and that you shall comply with them.

UP HELLAS maintains the right to modify, at any given time, the Terms and Conditions of Use, and has the obligation to notify the users of such modification upon their access to the Platform.

### I. Order Up platform purposes

Access to the **Order Up** platform shall allow the user to:

1. Set up and process orders for meal vouchers (paper tickets and card)
2. Manage cards/ orders for paper tickets
3. View order history
4. Change the account password
5. View different statistics options
6. View delivery addresses of cards and paper tickets

### II. Set up an account at the Order Up platform

Access to the **Order Up** platform shall be granted only to the authorised representative(s) of a Client who was signed a contract with UP HELLAS for the provision of at least one type of product/ voucher.

Thus, upon signing the contract and registering it to the UP HELLAS systems, it is possible for the Client to set up an account at the Order Up platform. In order to log in to the Order Up platform, the Clients set up their account (Client account) using their **email** and the respective company **TIN**.

In order to prevent non-authorised access to the Order Up platform, the Client shall be deemed fully responsible for any internal security measures in terms of security devices, passwords, and other methods used for monitoring access, regarding the communication channel used for the purpose of accessing the Order Up platform .

Therefore, in the case of any action taking place in your name and on your behalf by a third party having a power of attorney to act so, UP HELLAS has no obligation whatsoever to verify the identity and power of attorney of the person(s) acting in your name and on your behalf.

### **III. Access following account set up at the Order Up platform**

Once your account is created, you will then log in to your Order Up platform account only through your selected username and password. Upon logging in to the Order Up platform, you shall be able to:

- Proceed to card orders for new and existing employees.
- Recharge the employees' cards with the desired nominal value.
- Manage any card related action: card activation, blocking or reissue (for lost/stolen cards).
- View the order history and the invoices issued.
- Create auxiliary accounts within the platform for other company employees who are in charge of orders.

### **IV. Copyright**

UP HELLAS, companies belonging to the same Group as UP HELLAS or its associates maintain their rights over the Order Up platform, its design and content, including all its components (texts, images, trademarks, logos, software, databases) which are protected by the legislation on copyright.

Any other use outside the scope of the Terms and Conditions shown herein is prohibited; it is also prohibited to modify, reproduce, transmit, cut, reuse, save, distribute or represent the Platform and/or its components and/or the information and data included in it, in whole or in part, either directly or indirectly, within any context, through any means or under any form; such action, as previously described, may result in a breach of the legal provisions currently applying, in case it is not previously approved in writing by UP HELLAS or in case it clearly exceeds the regular conditions of use.

### **V. Liability**

Access to the Order Up platform is free. UP HELLAS maintains all efforts in order to provide you with access to the Platform **24 hours a day, 7 days a week**, with the exception of force majeure or any incident, which is out of its control, and with the reservation of potential malfunctions as well as the necessary maintenance ensuring the smooth operation of the Platform. Thus, UP HELLAS maintains the right to interrupt

access and/or the use of the Platform or any service package, at any time, without prior notice and without being held liable before the users, especially on grounds of security or in order to ensure the efficient operation of the Platform. You shall be notified accordingly, through the Platform, at all times when access and/or use is restricted, whereas the effect of such restriction may be immediate and you shall then be notified of its duration.

Additionally, UP HELLAS makes every effort so that the information shared through the Platform is adequate and updated. UP HELLAS maintains the right to adjust or modify the Platform and the information included in it, at any time and without notification.

UP HELLAS cannot be held accountable neither for any information you entered into the Order Up platform nor for any loss of data or information which results from delays, unprocessed orders or orders which are not delivered to their recipient, due to incidents which are out of its control or which are the result of the behavior of a third party or the result of any fault committed by you. To the extent allowed by the law, UP HELLAS is not liable for any kind of direct or indirect loss resulting in any way by the use or the efficiency level of the Order Up platform. Therefore, you hereby agree to exempt UP HELLAS from any liability and to not file any motion against UP HELLAS regarding any claims on behalf of a third party, resulting from the use of UP HELLAS services or the UP HELLAS Communications network or the Order Up platform as well as in relation to any loss (direct, indirect), costs, motions filed, litigations, claims, damages, expenses (including legal expenses) and any other liability which may incur to you as a result of breaching or ignoring the content of this document of Terms and Conditions.

UP HELLAS cannot be held accountable in any of the following cases (including but not limited to):

- Use of the Platform in a way that breaches the Terms and Conditions of Use,
- Internet operation related issues and any risk related to its use (viruses, hacking, etc)
- In the case of a fraud or similar offense, even if it is the result of the action/non-action of a third party requiring the account to be terminated/suspended (for example, in case more than one persons access simultaneously the account, etc),
- The UP HELLAS security system is overridden.
- The equipment you use to access the Platform is inadequate or incompatible with it.
- Services provided by a third party.

UP HELLAS and its providers shall not be deemed liable for any damage caused as a result of a security breach to your account, including but not limited to the following cases: (i) the Username and/or Client password have been compromised and/or non-authorised persons have access to them, (ii) the devices (computers) you use have been infected by viruses or other malware or any other person has access to them, (iii) the

security of the email account connected to your account has somehow been compromised.

## **VI. Confidentiality**

UP HELLAS shall maintain confidential all information provided through the Platform and is bound to disclose any information of this agreement only upon written authorisation of the Client.

## **VII. Applicable law**

All data processed within the Platform shall be saved under proper security conditions and they shall be considered as proof of your communication and actions within the Platform, as well as for any other issue, which may rise between UP HELLAS and the Client.

By accepting the Terms and Conditions, upon entering the Platform, you agree with their content as well as with the collaboration agreement signed by the two parties. Every time the Terms and Conditions are modified, you shall be notified; the use of the Platform, following such notification, implies you accept such modification. In case you no longer agree with the aforementioned Terms and Conditions, you shall not have the possibility to use the Services provided by the Order Up platform.