

# Terms and Conditions for Use of Sellstart Platform

1. **Sellstart** is a website and e-shop building platform which has been developed by ePages and customised for the GP merchants in the way that ePages standard software product was equipped with an integrated connection to the payment gateway (further "Sellstart Platform"). The Sellstart Platform is an e-shop and website software solution provided as a service that you can order at our website and through which you can with the help of available templates and user-friendly graphic user interface create and manage your own E-shop.
2. **You acknowledge that the Sellstart Platform was developed and Platform Development Services will be provided to you by a third party** named ePages GmbH – a development company registered in Pilatuspool 2, 203 55 Hamburg, Germany ("Platform Development Provider"). You can find **Platform Development Provider's terms and conditions of use** (the "Provider's Terms of Use") here: [epages.com/eula](https://epages.com/eula).
3. These special terms and conditions apply, if you have requested to use the Sellstart Platform (also "**Platform Development Services**"). These terms and conditions apply from the time you accept them by ticking the box agreeing to these terms and conditions on our website during your registration to use the Sellstart Platform. Once accepted, these terms and conditions will constitute a legally binding document between you and us in relation to your access and use of the Sellstart Platform. If you do not or cannot agree to these terms and conditions, you must not register for the use of the Sellstart Platform. Additionally we will ask you to confirm your choice of the Sellstart package option and agree with the respective monthly price for the chosen package during our standard onboarding process to conclude a valid Agreement about card acceptance with GP or its change (if you already have a valid Agreement about card acceptance with GP) on provided GP forms. Activation fee is stated in the Pricelist and on the website.
4. To be eligible to use Sellstart Platform, you must be a merchant of GP and have a valid Agreement about card acceptance with GP (except free trial period provided by Platform Development Provider with limited functionalities and without payment option commencing from your registration). During the onboarding process you can choose between one of three packages called Website Medium, Website Big, or Website Only. The functionalities of each package are described on our website. The free trial period ends from the day when the Agreement about card acceptance is concluded or 2 months after your registration for Sellstart Platform, if the Agreement about card acceptance will not be successfully concluded. The website Only package will be available only to the customers selected and approved by GP. You do not have any legal claim to request a Website Only package without approval of GP.
5. **GP will be responsible for collecting payment from you regarding your use of the Sellstart Platform.** Failure to make payment to GP when due, could result in your account being suspended or closed.
6. GP will provide you with first level technical support in connection to your use of the Sellstart Platform and providing you email and telephone consultations during our business hours. You acknowledge that all your requests which GP will not be able to resolve will be forwarded to the Platform Development Provider. You acknowledge that any support in relation to the Platform Development Services shall only be available during normal office hours of the Platform Development Provider.
7. You agree that GP will not be liable for the acts or omissions of the Platform Development Provider or for any loss or damage (including any: (i) loss of profit, sales, revenue or business; or (ii) loss of data or information) caused by: (i) the functionality or operation of your website; (ii) the Platform Development Provider; (iii) the Platform Development Services; or (iv) GP's decision to withdraw the Platform Development Services or move them to an alternative third-party provider (v) the correctness of the contained legal templates or if these text are complete or suitable for your particular e-shop or website use, nor that they constitute any legal advice.
8. Your use of the Platform Development Services and your use of Sellstart Platform is:
  - a. at your sole risk. GP does not guarantee that the Sellstart Platform and Platform Development Services will provide any minimum levels of uptime or functionality; and
  - b. **subject to the Provider's Terms of Use.**
9. You agree to
  - a. comply with the Provider's Terms of Use at all times;
  - b. comply with all legal requirements that apply to you in relation to your use of the Sellstart Platform (including any laws which apply to the products or services which you advertise or sell through your website and any obligations imposed by data protection laws); and
  - c. regularly back-up any content you upload to, or create through, the Sellstart Platform.
10. You agree not to use your website and/or the Sellstart Platform in any way to promote any activity which:
  - a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive;
  - b. facilitates illegal activity;
  - c. depicts sexually explicit images;
  - d. promotes unlawful violence;
  - e. is discriminatory based on race, gender, religious belief, sexual orientation, disability;
  - f. is illegal or causes damage or injury to any person or property; or
  - g. is for the purpose of tracking spam-related material.
11. You confirm that your website shall include appropriate legal terms and conditions of use and an appropriate

and accurate privacy policy. You are solely responsible for any product or service you sell or promote through your website (and for the supply and delivery of each such product or service). You shall ensure that all products and services sold or offered for sale through your website comply with all applicable laws both in the country where you are based and the country where your customer is based and that you comply with any legal requirements imposed upon you in relation to packaging, delivery (including export/import rules), product safety, returns, recalls and support).

12. Notwithstanding the fact that the Platform Development Services are provided by a third party, GP may request the Platform Development Provider to suspend or deactivate your website or your account with the Platform Development Provider at any time, with or without notice to you, if in GP's reasonable opinion, you have breached these terms or the Provider's Terms of Use.
13. GP reserves the right to:
  - a. withdraw the Platform Development Services at any time. In such circumstances, GP will endeavour to provide you with reasonable notice to enable you to make alternative arrangements for your website.
  - b. to amend these terms and conditions, including fees. GP will in such a case send you the text of the amendments or the full text of the updated terms and conditions no later than 1 month before the proposed effective date of the amendment. If you do not agree with the proposed amendment, you have the right to terminate the use of Sellstart platform in writing without notice, no later than the day before the proposed amendment comes into effect. If you do not reject the GP's proposal, the new terms and conditions will become binding, effective on the date specified in the amendment.
  - c. Terminate your use of Sellstart Platform with one month termination period.
14. Termination of Sellstart Platform in the context of this document means termination of selected website

package (including payment option). If you have an Agreement about card acceptance with GP and GP provides to you further payment services and/or products beside Sellstart Platform, you need to conclude an Amendment to your card acceptance Agreement on respective G- form, if you want to terminate your use of Sellstart Platform solely. However, GP has the right to terminate your use of Sellstart Platform separately from other services/products in accordance with Article 13 c). In this case it must be specifically stated in the termination letter sent by the GP. The termination of Agreement about card acceptance is governed by terms and conditions to this Agreement.

15. Data Protection:

The use of the GP Sellstart Platform will involve the collection, storage and other processing of personal data including your merchant information (merchant/company name, business address, email address and merchant ID).

Information regarding GP's processing of personal data is available at our website at <https://www.globalpayments.de/de/datenschutz>.

Additional privacy terms of the software provider ePages GmbH, are available at <https://epages.com/de/datenschutz/>.

16. If any court of competent jurisdiction finds any provision of these terms and conditions to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.
17. These terms and conditions are governed by Austrian/German law. You and we both agree that the courts of Germany/Republik Austria will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation.