

General Business Conditions for myPortal

Version 01.2019 (EU)

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1 Scope of application

These general business conditions apply to the services offered by SIX Payment Services (Europe) S.A. (hereinafter "SPS") under the name of "myPortal". They comprise the electronic provision of reimbursement notices, transaction and terminal information, as well as reports and self-service functionalities, in connection with the acceptance of cashless means of payment.

2 Infrastructure of the Merchant

The Merchant shall be completely responsible for obtaining, operating and maintaining an infrastructure (in particular internet access and computer) that is suitable for the use of the myPortal services as well as for taking the technical security measures to prevent any misuse of the infrastructure.

3 myPortal Platform of SPS

SPS operates a platform for the purpose of providing the myPortal services (hereinafter "myPortal platform") and supports the latter in technical, organizational and administrative respects.

The Merchant shall have no right to the myPortal platform being available at all times and operating without disruption. SPS provides no warranty in this respect. SPS shall be authorized to interrupt, at its equitable discretion, the operation of the myPortal Platform if it deems such an interruption to be necessary for material reasons, for example system adjustments and updates, disruptions, risk of misuse.

SPS is entitled to change the content of the myPortal platform at any time. For example, it is permitted to add or remove functions or services.

4 Prices

The services offered under the name "myPortal" are available free of charge to the Merchant for use.

5 Integration and use

5.1 Generalities

The Merchant accesses the myPortal platform over the Internet. SPS assumes no responsibility for the security of the data transmitted. SPS reserves the right to delete user accounts that have not been used for a 12-month period.

5.2 Access rights

The Merchant must specify vis-à-vis SPS the individuals to be given access rights to the administration area of the myPortal platform. The personalized login credentials (hereinafter "login credentials") provided by SPS entitle them to make changes to the services purchased and to the configuration on behalf of the Merchant.

The Merchant is responsible for ensuring that the login credentials are adequately protected against access by unauthorized third parties. Furthermore, the passwords shall be changed on a regular basis. Any party that identifies itself to SPS using the login credentials, shall be considered as having been authorized by the Merchant to use the myPortal platform. SPS only verifies the login credentials; no further authentication is carried out.

If there are grounds to suspect that unauthorized third parties have gained access to the login credentials, the Merchant must ask SPS (contacts to be found at www.six-payment-services.com/contact) immediately to block the login credentials. The Merchant shall be liable for any actions taken by third parties using the login credentials as it is for its own actions.

5.3 Rights of use and copyrights

During the term of the contract, SPS grants the Merchant a non-exclusive, temporally and geographically unlimited right to use the myPortal platform. The usage right may be transferred to affiliated companies of the Merchant or to third parties only with SPS' prior written consent.

The myPortal platform is protected by copyright and may only be used as intended. Any copying, alteration or tampering is prohibited.

If the provisions of this section are infringed, all usage rights shall expire.

6 Obligations of the Merchant

6.1 Claims for outstanding data

Electronic reimbursement notices, transaction and terminal information as well as reports (hereinafter "data") are considered to be delivered on the day in which they are made available to the Merchant on the myPortal platform. The corresponding terms, in particular the period for objections in relation to the reimbursement notice, start to apply from the provision of the data.

If electronic provision of the data fails, then any complaint must be submitted by the Merchant in writing and within 10 days of the agreed delivery date.

6.2 Data archiving

The Merchant can access the data stored on the myPortal platform for a period of at least 6 months. However, SPS assumes no responsibility regarding the authenticity and immutability of data when downloaded, recorded or stored by the Merchant.

SPS does not archive the data made available on behalf of the Merchant. It lays in the Merchant's responsibility, where required, to archive the data available within the aforementioned term, although SPS cannot warrant that data furnished in electronic form will be eligible as proof. In particular, the content, recording and storage of reimbursement notices within the scope of any legal provisions is the sole responsibility of the Merchant.

7 Disclaimer

SPS assumes no responsibility whatsoever for the quality or accuracy of the data delivered.

8 Duration and termination

8.1 Duration

Agreements regarding the use of the myPortal platform are concluded for an indefinite period. In any case, the myPortal services can only be rendered as long as acceptance agreements are in force between the Merchant and SPS. The contractual relationship therefore expires in any case with the termination of the underlying acceptance agreements.

8.2 Termination

Agreements regarding the use of the myPortal platform may be terminated by the Contracting Parties in writing as per the end of a month, subject to a notice period of 3 months.

In the event of good cause, SPS shall be entitled to terminate the agreements regarding the use of the myPortal platform with immediate effect.