

FlexThis - Vendor Agreement

Vendor Terms and Conditions

PREAMBLE

These terms and conditions set the rules for using and navigating our website, as well as the terms of use of the services provided through the search engine and the website located at www.bflex.io (the "Website"), offered by FlexThis IKE (the "Company" or "FlexThis"), Tax ID No. 802391110.

FlexThis is the exclusive legal owner of the domain name www.bflex.io, through which it operates its online platform that functions as a search engine. Through its proprietary search and booking system, which it owns and manages, FlexThis provides all kinds of services related to bicycles, mopeds, and vehicles.

These services may include, indicatively and not exhaustively, the rental, sale, and subscription use of cars, bicycles or mopeds, electric bicycles and mopeds, or other vehicles, the purchase of equipment and accessories for cars, bicycles or mopeds (for example locks, lights, tires, inner tubes, maintenance and cleaning items, chargers), delivery and shipping services, and the general provision of repair services (for example fixing defects on a bicycle caused by normal wear and tear, such as a flat tire, a broken chain or chain guard, a torn saddle, or broken lights), and, if applicable, free replacement of the bicycle within the city limits where the Company operates if this service is included in the customer's subscription package.

The Website presents the products of online and physical stores offering bicycles and mopeds and classifies them by category, price, product type, and point of sale. FlexThis acts only as an intermediary.

A "Vendor" of our site is the registered provider of our services. Registration as a vendor and the general use of the Website require full acceptance of these terms, which are accepted by the Vendor upon registration.

Lawful use of the provided services means unconditional acceptance of these terms and compliance with Greek law governing such transactions. Therefore, if you disagree with any of these terms, you must cease any related browsing, use, or registration as a Vendor.

Acceptance of these terms does not constitute the formation of any employment, work, or partnership relationship with the Company.

Any person or entity that offers relevant products and wishes to collaborate with FlexThis to make them available through the FlexThis Website, which acts as an intermediary between the Vendor and the end user, may register as a Vendor.

If any provision of these terms is found contrary to law or void, it shall automatically cease to apply without affecting the validity of the remaining provisions. In all cases, the competent courts are the Courts of Athens, and the applicable law is the law of the Hellenic Republic.

Article 1 — Duration and Termination

The service provided, as specified in these terms, is agreed to be of indefinite duration.

The Vendor may not assign or transfer, for any reason or cause, in whole or in part, its contractual obligations to any third person without the prior written consent of FlexThis.

FlexThis may terminate this agreement at any time by written notice to the Vendor by any appropriate means, including email. Termination produces its legal effects within thirty (30) days from the day following notification. Termination becomes effective immediately if (a) required by law, court decision, or regulatory provision, or (b) in the event of repeated violations of these terms by the Vendor.

The Vendor may also terminate this agreement at any time by written notice to FlexThis, under the same conditions.

Article 2 — Listings, Orders, Delivery, Returns, and Related Services

The Vendor, at its absolute discretion, selects the categories and products for which it will provide services through FlexThis, provided they align with FlexThis's field of activity. FlexThis approves the display and sale of all or part of the Vendor's products or services and agrees to list them on the Website.

The Vendor grants FlexThis a non-exclusive, perpetual, royalty-free license to use the information and photographs provided for the displayed products. The Vendor retains full intellectual property rights.

The Vendor must keep FlexThis updated on product availability. FlexThis bears no responsibility for discrepancies caused by failure to update due to the Vendor's fault.

FlexThis undertakes to receive orders from Users for the Vendor's products shown on the Website, to receive payment, to collect any security deposit, and to forward the order to the Vendor.

The forwarded order details include:

- a. order code,
- b. product code,
- c. product title,
- d. product photo,
- e. unit price,
- f. quantity,
- g. customer's name, address, phone, and email, and
- h. any special notes from the User.

The Vendor must confirm acceptance of the order within [●] hours of receipt; otherwise, the order is considered canceled.

The Vendor is solely responsible for the collection and packaging of each order. If the Vendor has selected FlexThis's delivery service, the Vendor must notify FlexThis that the order is ready for dispatch. In all cases, the Vendor must issue the corresponding tax document for each order, which must be sent electronically or physically to the User at the latest upon dispatch. The Vendor may deliver the products itself or assign FlexThis to do so.

The Vendor must execute every accepted order within the defined timeframe. If the Vendor fails to execute even a single order on time, FlexThis may immediately terminate the agreement and cease all cooperation.

FlexThis may redirect canceled orders to another recipient at its discretion.

The Vendor may charge shipping or other costs on the final order total.

If the Vendor selects FlexThis delivery, FlexThis will collect the products from the Vendor and deliver them to the customer. FlexThis is entitled to the corresponding delivery fee listed in the current price list.

If the User exercises the right of withdrawal within fourteen (14) calendar days from the dispatch of the order, FlexThis undertakes the collection of returned products from the User and their shipment to the Vendor, provided the Vendor has selected delivery services by FlexThis.

If withdrawal or return results from an error by the Vendor, the Vendor bears the cost of product replacement and return shipping. Repeated errors, after verification by FlexThis, entitle FlexThis to suspend temporarily or permanently the service without liability.

FlexThis may also provide vehicle maintenance and repair services for the Vendor for the applicable fees in the price list.

FlexThis also offers Vendors the option to advertise on the Website for a fee as stated in the current price list.

Article 3 — Payments, Commissions, and Verification

FlexThis pays the Vendor, excluding public holidays or cases of force majeure, within fourteen (14) days of completing each order — that is, within two weeks — for all orders that have been delivered to Users and paid through debit, credit, or prepaid card, or via cash on delivery where available.

The payable amount equals the final product price (including VAT), minus FlexThis's applicable commission as defined in the current price list. For partial orders that form subsets of a main order, payment to the Vendor is made once all partial orders under that main order have been settled.

There is no registration fee for joining the FlexThis platform. Optional advertising or promotional services chosen by the Vendor are billed separately according to the valid price list.

The agreed commission corresponds to the transaction fee per order and per service category. This commission varies by product type and is calculated per order and per item, based on the rate applicable at

the time of order acceptance. FlexThis may adjust its commissions every six (6) months or sooner in the event of extraordinary circumstances, always notifying Vendors in advance.

All Vendor payouts are processed exclusively through Stripe, the payment infrastructure used by FlexThis. To enable payouts, Vendors must provide and verify the identification and account information required by Stripe and by applicable anti-money-laundering (AML) regulations. FlexThis reserves the right to suspend or delay payments if such verification is incomplete, inaccurate, or not compliant with legal requirements.

Article 4 — Vendor Conduct and Obligations

The Vendor agrees to:

- Avoid any act or omission that may mislead Users about product characteristics, availability, or pricing.
- Refrain from listing non-functional, counterfeit, outdated, or unavailable products.
- Avoid providing information that could mislead Users or influence their purchasing decisions.
- Refrain from practices creating unfair competition among other Vendors.
- Avoid actions that could harm or overload FlexThis's systems (e.g., spamming) or unlawfully collect User data.
- Comply with all applicable laws, including Law 2251/1994 on consumer protection, PD 131/2003, and e-commerce and trademark regulations.
- Ensure that all vehicles or products meet required certifications and authorizations (e.g., circulation permit, insurance, safety).

If FlexThis becomes aware of a violation of any of the above, it may immediately suspend the service with written notice for a minimum period of 24 hours, until compliance. Persistent or repeated violations allow permanent, penalty-free termination and deletion of the Vendor from Website listings.

Article 6 — Liability and Disputes

FlexThis acts solely as an intermediary between Vendors and Users. The Vendor releases and indemnifies FlexThis from any and all liability, loss, claim, expense, or cost (including legal fees) arising from or related to products, transactions, or the mediation process between the Vendor and the User.

Any damage or shortage identified upon receipt of goods is the Vendor's sole responsibility.

Article 7 — Reviews and Ratings

The Vendor accepts that the Website may display positive or negative reviews from Users. The Vendor may respond to negative reviews, subject to moderation by FlexThis.

FlexThis reserves the right, at its discretion, to delete or request edits to the Vendor's responses.

If FlexThis repeatedly receives negative feedback about a Vendor's availability, pricing accuracy, or reliability of information, FlexThis may unilaterally and without compensation terminate the cooperation and permanently remove the Vendor from the Website.

Vendors must not attempt to manipulate reviews (for example by directly contacting Users). Any violation entitles FlexThis to temporarily suspend or permanently terminate the service without compensation.

Article 8 — System Malfunctions

FlexThis bears no liability for any damages due to temporary malfunction or downtime of its systems. If such downtime lasts longer than three (3) months, the Vendor may request termination of the cooperation.

Article 9 — Security Deposit

The Vendor may require a security deposit from the User for rental or subscription transactions. The deposit is collected and held by FlexThis until completion of the service or return of the product.

If the User fully complies with the terms and returns the product in its original condition, the deposit is refunded in full without interest.

If the User fails to comply, does not return the product, or returns it damaged, the necessary repair or replacement cost is deducted and paid to the Vendor, with any balance refunded to the User.

If the damage exceeds the deposit, the User must pay the additional amount within the same day after being notified.

The Vendor must photograph the vehicle upon delivery and return to document its condition. If photos are missing or unclear, this is interpreted in favor of the User, and the deposit is refunded.

If the vehicle is lost and photographs cannot be taken, a police report is sufficient to retain the deposit in favor of the Vendor.

FlexThis charges a 3% processing fee for managing the deposit collection and refund.

Article 10 — Use of Standard Terms

The Vendor may use FlexThis's suggested transaction terms per category or provide its own. If no terms are provided, the Vendor is deemed to accept FlexThis's suggested terms. FlexThis bears no responsibility for the suggested terms or for disputes arising from them, and the Vendor is deemed to have reviewed them upon accepting these terms.

Article 11 — Loss, Theft, and Monthly Invoice

FlexThis bears no liability or obligation to compensate the Vendor for any loss, theft, or damage to items from its facilities or during transport.

Annex 1 — Commissions Charged by FlexThis

FlexThis issues a monthly invoice during the first week of each calendar month, covering all commissions incurred during the previous calendar month.

Commissions that are being charged by FlexThis:

- Rentals: 15%
- Subscriptions: 15%
- Sales: 7.5%
- Accessories: 7.5%
- Security Deposit Processing Fee: 3%