Valid from: 2026-09-01

RULES ON COLLECTING PAYMENTS VIA CARDS

1. Definitions:
    1. **Acquirer** - a financial or payments institution that processes Transactions on behalf of Merchants by routing Transactions to and from the ICCO or Issuing Banks, and settling to Merchants. The Acquirer cooperates with Paysera when providing the Merchant with the possibility to accept payments of Buyers by Card. The applicable Acquirer for the Merchant's Transactions shall be indicated in the Questionnaire or the System. (e.g**. Adyen N.V**., a company registered with the Dutch Chamber of Commerce under number 34259528, having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ Amsterdam, the Netherlands (https://www.adyen.com);
    2. **Buyer** – the payer and/or the final recipient of services provided and goods sold by the Merchant using the System for the processing of payments.
    3. **Card** – Visa, Mastercard, or other payment cards and card-based payment methods (e.g., Apple Pay, Google Pay) supported by Paysera and the Acquirer, used to carry out Transactions.
    4. **Cardholder** – a business or individual client who pays with the Card for goods and/or services of the Merchant in the E-shop.
    5. **Deposit** - funds retained up to the applicable variable reserve level, as continuously determined by Paysera and/or the Acquirer, to cover potential Refunds, Chargebacks, Fines, and other potential financial obligations of the Merchant.
    6. **E-shop** – a website of the Merchant provided in the Questionnaire, where the Merchant offers their goods and services.
    7. **General agreement** – the General Service Agreement, Payment Services Agreement, the conditions of which are applied to the Merchant.
    8. **ICCO** – The international credit card organisations Visa and/or Mastercard.
    9. **Interface** – the interface (software) between Paysera and the Merchant, securing receipt of Transaction authorisation messages and administration of Cards in real-time.
    10. **Merchant** – a Client of the Paysera System, a business client registered in the centre of registers of a member country of the European Union, who has entered into the General agreement with Paysera and, while selling goods and services, uses one or more services of payment processing for Merchants indicated in the System and provided by Paysera, and aims to use the service of online payment processing with payment cards resold by Paysera. (*Explanation: When provisions of the General Agreement are applied for all Clients – both Merchants and other Clients – the term “Client” is used; whereas when provisions of the General agreement are applied only for Merchants, the term “Merchant” is used).
    11. **PCI DSS** – payment card industry data security standards.
    12. **Project** – a detailed description of the goods and/or services provided by the Merchant for the purpose of payment acceptance from Buyers for goods or services provided by the Merchant by methods indicated in the System.

13. **Questionnaire** – a questionnaire where the Merchant provides detailed information about themselves, their E shop, goods and services, and types of accepted Cards. The Questionnaire is an integral part of the present Supplement.
14. **Recurring payment service** – a service that enables the Merchant to provide the Buyer with the ability to sign up for automatic billing and with the ability to charge the Buyer automatically and/or regularly using the Buyer‘s payment card.
15. **Refund** – a claim against the Merchant to refund money when disputing the Transaction according to ICCO Rules and Regulations.
16. **Rules and Regulations** – the Visa Europe Operating Regulations and/or the Mastercard Bylaws and Rules in their current version.
17. **Rules on cancellation of purchases** – rules, publicly submitted and approved by the Merchant, regulating the cancellation of purchases of goods and/or services made in the E-shop of the Merchant.
18. **Transaction** – a financial action performed to carry out the purchase of goods or services in the E-shop using the Card.
19. **Transaction data** – information on the Transaction and information about the Card used for the Transaction and identification of the Cardholders.

General provisions

2. The service of online payment processing provides the Merchant with the possibility to accept payments from Buyers using Cards indicated in the System.
3. When using this service, all conditions of the General agreement, the Supplement “Online Payment Processing via E-banking and Other Systems”, and additional conditions laid down in this Supplement and the ICCO rules are applied to the Merchant. The Merchant confirms that they have read the present conditions and commits to comply with them. Rules and Regulations of ICCO are also applied to the Merchant. In case of discrepancies between the General agreement, its Supplements and Rules and Regulations of ICCO, Rules and Regulations of ICCO shall prevail. The terms in the present Supplement are used in the meaning indicated in the General agreement.
4. The service will be provided only after the Merchant submits all documents and information requested by Paysera and after Paysera (or the Acquirer) approves the Merchant. Prior to using this service, the Merchant shall submit to Paysera:
    4.1. their Project, created in the System;
    4.2. a filled in Questionnaire provided by Paysera;
    4.3. other documents required by Paysera.
5. Paysera has the right to refuse, to confirm the Project and provide the service to the Merchant without explanation.
6. In order to start using the Service, the Merchant shall perform the technical integration in accordance with the integration instructions provided by Paysera.
7. This Supplement sets forth and specifies the conditions of online payment processing and liabilities of the parties when the Payer pays the Merchant via the Internet by Cards.
8. This Supplement is drawn up in accordance with the legislation of the European Union regulating the provision of payment services and payments with payment cards, Rules and Regulations of ICCO, and rules for using cards set by the Acquirers of Paysera.
9. This Supplement is an integral part of the General agreement and thus shall be read and interpreted together, in accordance with the general context of the contractual documents.
10. The Supplement can be applied only to business clients who are registered in the centre of registers of a member country of the European Union and have entered into the General agreement with Paysera.

Rights and liabilities of the Merchant

11. The Merchant commits to:

11.1. accept from the Cardholder Cards which have been indicated in the Merchant's Questionnaire as payment instruments for goods and services provided in the E-shop of the Merchant;
11.2. pay commission fees for the service, which are indicated on the Paysera website;
11.3. if the Cardholder refuses the purchased goods and/or services, or if the Merchant does not deliver the goods and/or services properly, the Merchant, after receiving respective information, commits to return to the Cardholder the amount of the transaction partially or fully according to the Rules on cancellation of purchases confirmed by the Merchant and publicly available to Buyers;
11.4. after receiving the message about the Refund from Paysera, the Merchant commits to inform Paysera about their decision in 3 calendar days: either to perform the Refund or to dispute it, providing Paysera with documents confirming the Transaction. If the Merchant does not agree with the complaint of the Buyer and the requirement for the refund and disputes it, they have to cover all expenses arising out of the dispute, including the commission fee of the handling of the complaint and the appeal, and also potential arbitration costs;
11.5. use only the Interface provided by Paysera for accepting Cards in the E-shop;
11.6. make sure that employees or representatives of the Merchant are responsible for the execution of this Supplement, ICCO Rules and Regulations, and their amendments;
11.7. cooperate with and provide Paysera necessary help in the event of a dispute over Transactions of the Cardholders in the E-shop;
11.8. inform Paysera about any fraudulent or unauthorised actions related to Cards and execution of liabilities set forth in this Supplement;
11.9. accept all valid and appropriately identified Cards as instruments for cashless payments for goods and/or services, indicating the price of the goods and/or services during the Transaction;
11.10. ensure compliance of their E-shop with the Rules and Regulations of ICCO and other ICCO requirements;
11.11. send copies of documents confirming the Transaction requested by Paysera not later than within 3 calendar days from the request (by fax, email, registered mail, or in another way when the fact of delivery can be confirmed). If the Merchant cannot send the requested documents within the time limit indicated above, they have to inform thereof in writing and indicate the date of information delivery and the reason for not sending the information on time or not sending it at all. If the representative of Paysera arrives at the premises of the Merchant, they have the right to receive a copy of the information confirming the Transaction;
11.12. comply with the Paysera General agreement and its Supplements, instructions of the Acquirer (if such are provided during the period of execution of contractual liabilities), and rules of the International credit card organisations. The liability is also valid for the rules, orders and requirements of acceptance of Cards adopted after signing this Supplement;
11.13. guarantee that their activity is legal and will remain legal during the validity period of the Supplement, and also comply and will comply with the legal acts valid in the location of the Merchant and the Rules and Regulations of ICCO;
11.14. under the request of Paysera to prevent violation of this Supplement or the Rules and Regulations of ICCO, the Merchant commits to prevent such violation in 3 days after receiving the notification;
11.15. the Merchant can use the service of Collection of payments only in the E-shops of the Merchant and only by the website addresses (URL) which have been provided in the Questionnaire submitted by the Merchant and in the Project, and confirmed by Paysera. If there are any amendments in the information indicated in the confirmed Project and/or Questionnaire,

the Merchant shall inform Paysera thereof immediately, and the amendments of the Project and/or Questionnaire are confirmed according to the same procedure as the Project and/or Questionnaire itself;
11.16. upon receipt of a demand from Paysera, immediately perform changes on their websites, and perform other necessary and appropriate actions to ensure compliance of the Merchant with ICCO rules on the use of trademarks;
11.17. submit all documents and information requested by Paysera (if the Merchant does not execute the requirements, Paysera has the right to suspend the provision of services);
11.18. on an ongoing basis, promptly to provide Paysera with the current address of each of its offices, all “doing business as” (DBA) names used by the Merchant, and a complete description of goods sold and services provided;
11.19. inform the Cardholders about the acceptance or non-acceptance of certain Payment Cards in a clear and unambiguous manner, in particular by showing the logos referring to the acceptance of the Payment Cards on its website in a clearly visible manner and in accordance with the Acquirer’s requirements;
11.20. prominently and unequivocally inform the Cardholder of the identity of the Merchant at all points of interaction, so that the Cardholder readily can distinguish the Merchant from any other party (such as a supplier of products or services to the Merchant);
11.21. ensure these requirements on the website of the Merchant:

11.21.1. to prominently display and identify the name of the Merchant on the website and any other information depicted on the website;

11.21.2. the Merchant must ensure that the Cardholder understands that the Merchant is responsible for the Transaction, including the delivery of the products (whether physical or digital) or provision of the services, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transaction.

11.22. to provide to Paysera all information and documentation which Paysera deems relevant for the execution of this Supplement without undue delay and upon Paysera’s request. Merchant shall notify Paysera in writing at least three (3) business days prior to any change of the KYC information (or if not reasonably possible, immediately after such change has occurred), and without undue delay about changes to the corporate purpose, changes to the product range type, sales or leasing of the company or any other change of owner, changes to the company’s legal form or the company's name; changes to the Merchant’s financial situation which could jeopardise the proper fulfilment of the Merchant’s obligations resulting from this Supplement. The Merchant shall be obliged, upon Paysera’s request, to provide documents which are in a language other than English, together with a certified English translation. The Merchant guarantees all information provided is correct and acceptable;
11.23. to observe the statutory provisions applicable to the Merchant and their business activities, in particular consumer protection laws and regulations. In particular, the Merchant shall provide the following information regarding the goods and services offered through their websites and for which they offer payment with Cards, with all information presented explicitly, clearly, in an easily accessible and timely manner as well as in accordance with the statutory provisions:

11.23.1. the complete name and address of the head office, the commercial register where the company is registered, the company code, and all other information which must be provided in business letters according to the respectively applicable law;

11.23.2. general terms and conditions, provisions regarding rights of revocation and/or return, concerning the processing of Refunds and, where necessary, pre-contractual information;

11.23.3. countries to which the Merchant delivers and the applicable delivery conditions;

11.23.4. currency in which the goods and services of the Merchant will be settled;

11.23.5. specification of the complete address of the Merchant’s customer service,

including all existing means of communication;
11.23.6. data protection provisions, in particular, the data protection principles applied by the Merchant for the use of customer data and the processing of payment data;
11.23.7. available security procedures (for example, the authentication procedures used for payments made with Cards);
11.23.8. a complete description of the goods and services offered by the Merchant;
11.23.9. time of billing and time of contract fulfilment;
11.23.10. specification of the time at which the Card will be debited.
11.23.11. If the Merchant refers to the Acquirer on its website (e.g., in a FAQ section) to explain bank statements, the Merchant must clearly state on its website that Buyers may not contact the Acquirer directly for customer support or questions regarding Transactions.

11.24. The Merchant must not honor delivery address changes for any Transaction after requesting authorization. If the Merchant changes the delivery address after authorization, it acknowledges and fully accepts the additional risks involved, including the burden of proof in cases where the Buyer disputes a Transaction based on non-delivery.
11.25. The Merchant commits to continuously comply with the latest applicable version of the Payment Card Industry Data Security Standard (PCI DSS) and, upon request from Paysera or the Acquirer, promptly provide valid evidence of such compliance (e.g., an Attestation of Compliance or filled Self-Assessment Questionnaire).
11.26. The Merchant commits to comply with Strong Customer Authentication (SCA) requirements under PSD2/PSD3 and the Acquirer's 3-D Secure (3DS) protocols, and to cooperate with Paysera and the Acquirer in implementing such authentication mechanisms for all Transactions where applicable. The Merchant acknowledges that liability shifts associated with non-authenticated Transactions (e.g., where SCA is not properly applied) shall lie with the Merchant in accordance with the Rules and Regulations of ICCO.
11.27. The Merchant warrants that neither the Merchant, nor its beneficial owners, directors or activities are subject to any economic or trade sanctions imposed by the European Union, the United Nations, the United Kingdom or the Office of Foreign Assets Control (OFAC) of the United States. The Merchant commits to immediately notify Paysera of any sanctions designation, listing or proceeding affecting the Merchant or any related party, and acknowledges Paysera's right to suspend or terminate the Service to comply with applicable sanctions law (including Regulation (EU) No 833/2014 and Regulation (EU) No 269/2014) without any liability to the Merchant.
11.28. In accordance with Regulation (EU) 2022/2554 (DORA), Articles 28–30, Paysera and the Acquirer shall be entitled to exercise rights of access, inspection and audit of the Merchant's ICT systems insofar as relevant to the Service. The Merchant commits to notify Paysera of any major ICT-related incident affecting the provision or security of the Service within 24 hours of becoming aware, to cooperate in incident reporting to competent authorities, and to maintain reasonable business continuity arrangements consistent with DORA expectations applicable to the Merchant's role.

12. The Merchant has no right to:

12.1. charge an additional fee for the payment to be carried out by Card (except for cases, when it is set out in the legislation and aligned with Paysera and the Acquirer according to the rules of ICCO). If the additional fee is set out in the legislation, it has to be included in the amount of the Transaction and cannot be collected separately;
12.2. set a minimum Transaction amount;
12.3. accept the Card as payment with the aim to cover or refinance any other goods or services or other liability than indicated in this Supplement or in the Questionnaire;
12.4. issue cash for the Transaction or after cancelling it;
12.5. issue a bill of exchange, cheque, or any other payment document for further payments for performing the Transaction;

12.6. split the Transaction into separate pieces;
12.7. store and disclose data of the Cardholder, Card number, Card validity date, CVC/CVV, and any other information related to the acceptance of the Card or the Cardholder to third parties. This liability of the Merchant is indefinite;
12.8. accept the Card as a payment instrument for commercial activity performed by a third party;
12.9. issue electronic money as a result of the Transaction;
12.10 use Card data for other purposes than Transaction processing before, after, and during the Transaction;
12.11. submit for execution a Transaction which is fraudulent or unauthorised by the Cardholder when the Merchant knows about it or is supposed to know; also, the Transaction which is carried out with a fraudulent purpose upon the agreement with the Merchant. The Merchant is liable for actions of their employees, agents, mediators, and representatives when executing the conditions of this Supplement;
12.12. reveal any information which has become known when carrying out liabilities set forth in this Supplement to third parties;
12.13. submit card transactions that have previously been declined by the Acquirer. Card transactions declined by the Acquirer shall only be processed in accordance with the Rules and Regulations of ICCO;
12.14. offer to the Cardholder the possibility to sign up simultaneously by a single transaction for various services and/or memberships rendered by the Merchant or third party companies (“Cross-Selling”);
12.15. claim to be paid for illegal or immoral goods or services, or accept the Card as a payment for goods and/or services that are included in the Prohibited and Restricted Products and Services List of Paysera and/or the Acquirer;
12.16. accept the Payment Card physically presented by the Cardholder;
12.17. require the Cardholder to waive a right to dispute a Transaction;
12.18. allow doubtful Transactions, in particular if:
12.18.1. at the request of the Cardholder the total amount of the payment transaction is to be distributed across several Cards;
12.18.2. the Cardholder, before the payment, announces potential problems with the acceptance of the Card; or
12.18.3. more than one payment transaction is to be executed at different times with the same Card within two (2) consecutive calendar days.
12.19. execute a Refund to a Buyer for a previously processed Transaction using a different Payment Method than the Payment Method used for the original Transaction;
12.20. submit Transactions that prepay for goods and/or services where the fulfillment date is, in part or in whole, more than twelve (12) months after the date the relevant payment details for a Transaction are submitted for processing, unless explicitly agreed otherwise by Paysera;
12.21. exceed the acceptable Chargeback level, which is generally 0.5% of the total monthly Transaction count, in accordance with the Acquirer’s monitoring program. The Merchant acknowledges that Visa applies a Visa Dispute Monitoring Program (VDMP) early-warning threshold of 0.9% and Mastercard applies the Excessive Chargeback Program (ECP) threshold of 1.5%; the lower threshold set in this Supplement is intended for early intervention by Paysera.. Exceeding this level may lead to immediate corrective actions, including suspension of the service and application of Fines.

13. The Merchant confirms and agrees that:
13.1. ICCO are the only and exclusive owners of card trademarks. The Merchant may use the logos, trademarks, and signs of the ICCO or Acquirer for marketing purposes only with the Acquirer’s prior written consent, unless otherwise authorised to do so;
13.2. ICCO can at any time, immediately, without a prior warning and for any reason forbid the Merchant to use card trademarks and/or demand to terminate the present Supplement with the

Merchant (the Acquirer also has the present right);
13.3. ICCO can at any time enforce implementation of any provision of the Rules and Regulations of ICCO and prohibit the Merchant to perform any activity which causes or can cause damage to ICCO, including damage to business reputation and damage which can have a negative impact on the integrity of the Interchange System and pose a threat to confidential information of ICCO;
13.4. the Merchant will comply with all applicable Rules and Regulations of ICCO, taking into account relevant amendments and supplementation of the rules;
13.5. the Merchant will not dispute the ownership of card trademarks;
13.6. the Merchant will refrain from any action which can interfere with or prevent ICCO from implementing their rights.
13.7. the Merchant may not use the logo of the Acquirer anywhere on the Merchant's website, nor mention the Acquirer on the home page of the Merchant's website.

14. In exceptional cases (for example, if the Merchant reaches 1,000,000 annual turnover per card brand (Visa or Mastercard), under a requirement of the Acquirer or ICCO to continue provision of services, the Merchant may be required to sign a direct agreement with the Acquirer and to terminate or to amend this Supplement according to the requirements of the Acquirer or ICCO.

Rights and liabilities of Paysera

15. Paysera provides the Merchant with access to the online payment processing service by integrating with the Acquirer's payment platform. Paysera transmits the Merchant's Transaction data to the Acquirer for authorisation, processing, and settlement, and communicates the Acquirer's responses regarding the Transaction to the Merchant via the Interface.
16. Paysera has the right to require information about Refunds and other information about the Merchant requested by the Acquirer or ICCO.
17. Paysera informs the Merchant that both Paysera and the Acquirer have the right to:
    17.1. detain the funds of the Transaction for up to 5 business days, if, according to the requirements or recommendations of ICCO, the Transaction has to be verified;
    17.2. detain the funds of the Transaction for up to 180 days, if, according to the rules of ICCO, a request for the Refund has been submitted or a real threat arises that such request will be submitted;
    17.3. detain the funds of the Transaction and suspend authorisation of other Transactions if there is a suspicion of money laundering or other suspicious transactions.
    17.4. establish and withhold a dynamic Merchant Potential Liability (MPL) Reserve from the Settled funds to cover potential risk exposure, Refunds, Chargebacks, Fines, and other financial obligations, as continuously determined by the Acquirer. The MPL Reserve and the Deposit (clause concerning the Deposit, below) shall not be applied cumulatively for the same financial exposure. Where both apply, the Deposit operates back-to-back with the Acquirer’s MPL Reserve, so that the total amount withheld from the Merchant does not exceed the higher of the two for any given exposure.
18. Paysera has the right to:
    18.1. deduct the amounts of the Transactions from the Merchant's Paysera account under requests for Refund according to the rules of ICCO;
    18.2. detain the amount of funds, matching any financial request submitted to the Merchant by Paysera or the Acquirer;
    18.3. check whether operations performed by the Merchant meet the conditions of this Supplement;
    18.4. require the Merchant to provide Paysera with their internal procedures related to the connection of the Interface and administration and cancellation of payments not later than

within 7 calendar days from receipt of the requirement;
detain on the Merchant’s Paysera account any expenditure amounts, including fines of the Acquirer or ICCO, legal expenses, and Transaction amounts under dispute incurred by Paysera due to the Merchant’s activity and Transactions in the E-shop.

19. Paysera commits to ensure that Paysera will comply with all PCI DSS requirements applied for Paysera to the extent, to which it is related to storage, processing and transfer of payment card data, and to the safety and storage environment of payment card data.
20. Paysera, when providing payment services, processes the personal data of the Buyers, as payers, under the requirements set forth by the EU General Data Protection Regulation (Regulation (EU) 2016/679, GDPR) and the Law on Legal Protection of Personal Data of the Republic of Lithuania (insofar as not superseded by GDPR). The principles of personal data processing are governed by the Privacy Policy. The Merchant acknowledges and must inform the Buyers (e.g., in its privacy policy) that their personal and Transaction data may be transferred to the Acquirer, who may process it as an independent data controller for the purposes of payment processing, fraud prevention, and compliance with Applicable Law.
21. Where the Acquirer or its sub-processors process Buyer personal data in jurisdictions outside the European Economic Area, such transfers shall be governed by the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914) and a Transfer Impact Assessment performed in accordance with the principles set out in CJEU Case C-311/18 (“Schrems II”); the Acquirer’s list of data importers and applicable safeguards is available upon request. In the event of a personal data breach affecting Buyer or Cardholder data, the Merchant shall notify Paysera without undue delay and in any event within 24 hours of becoming aware (Article 33 GDPR); Paysera shall coordinate notification to the Acquirer and, where required, to the competent supervisory authority within 72 hours. The Data Protection Officer of Paysera LT, UAB may be contacted at dpo@paysera.com (Article 13(1)(b) GDPR).
22. The personal data of the Buyers not included into the category of personal data specified in the General agreement is processed in accordance with the Personal data processing agreement concluded between the Merchant and Paysera.

Payments and Liability

23. Paysera commits to credit the amounts of Transactions carried out by Buyers, excluding commission fees, to the Paysera Account indicated by the Merchant. Applied commission fees are indicated on the Paysera website.
24. Paysera has the right to establish and withhold a Deposit (Reserve) on the Merchant's account. The Deposit level is dynamically adjusted based on risk exposure, Chargebacks, Refunds, and fulfillment dates. Upon termination of the service, the Deposit may be retained and gradually released over approximately six (6) months, or until all potential liabilities of the Merchant are fulfilled.
25. Paysera has the right to deduct without a prior warning the following amounts from any Merchant’s Paysera Account:

    25.1. amount of the Transaction, if Paysera has received from the Acquirer information about a Refund or chargeback carried out according to the Rules and Regulations of ICCO;
    25.2. all fines or fees imposed upon Paysera by the Acquirer and/or ICCO for the Merchant for not submitting the information confirming the Transaction on time;
    25.3. all fines or other fees imposed upon Paysera by the Acquirer and/or ICCO directly or indirectly insofar as these fines or other fees were caused by the Transactions of the Merchant or due to the errors of the Merchant made when accepting Cards or due to sending false, incorrect data, or when they are connected to the execution of this Supplement;
    25.4. all fines or other fees or incurred expenses, imposed upon Paysera by the Acquirer and/or ICCO, if the Merchant violates the Rules and Regulations of ICCO, including but not limited to, cases related to the Refunds, amounts of fraudulent Transactions and Transaction processing.

Incurred expenses include the expenses of Paysera and the expenses of the Acquirer, if ICCO imposes a fine related to the Transaction(s) of the Merchant;

25.5. all incurred expenses or fines and other fees, imposed upon Paysera by the Acquirer and/or ICCO, if the Merchant reveals the data of the Card to a third party or uses information received on the bases of this Supplement in another illegal or dishonest way;

25.6. all fines or other fees or incurred expenses, imposed upon Paysera by the Acquirer and/or ICCO, if the Merchant has not saved the data of the Transaction (except for sensitive data prohibited to be saved according to the requirements of PCI DSS);

if the Merchant violates the General agreement and/or this Supplement and Paysera has incurred expenses due to that.

26. In the event that ICCO imposes a fine or any other charges on Paysera or the Acquirer due to a violation related to the Merchant's Transactions or other requirements upon this Supplement or Rules and Regulations of ICCO, the Merchant shall, upon first demand, indemnify Paysera against such fines or charges or pay them. For this, it shall be irrelevant whether the penalty charge is justified. The duty to indemnify shall also apply if the Merchant had no opportunity of raising objections or defences prior to payment by Paysera. Paysera has the right to deduct from the Merchant's Paysera Account in the System amounts to cover all fines and all other expenses incurred due to the Merchant's violation, and also cover all the expenses of Paysera and the Acquirer to prevent violations.
27. If there is an insufficient amount of funds on the Merchant's Paysera Account to cover fines, expenses, or other financial liabilities under this Supplement, the Merchant commits to pay Paysera the required amounts in 5 business days from receipt of the notification from Paysera, by transferring the indicated amount to the account indicated by Paysera.
28. The Merchant provides Paysera with an irrevocable power of attorney to deduct from the Merchant amounts related to the handling of the Merchant's complaints and disputing Refunds or fines, without additional confirmation or power of attorney.
29. The Merchant shall guarantee and shall be directly liable to Paysera at any time for the proper fulfilment of the obligations assumed hereunder and for the strict adherence to the Rules and Regulations.
30. The Merchant shall indemnify and hold Paysera harmless from any damages resulting from acts or omissions of the Merchant. In this regard, the Merchant shall also bear the costs of Paysera legal defence, including all court and legal fees.
31. In case the Merchant violates the provisions in this Supplement and/or ICCO Rules and Regulations, Paysera also has the right to:

    31.1. detain funds of the Merchant till the indicated violation is corrected and the indicated fines are paid;

    31.2. terminate the provision of the service under this Supplement immediately and, in exceptional cases, under other Supplements and the General agreement as well.
32. The Merchant commits to pay a fine of up to EUR 25,000 for each material violation of the provisions of this Supplement, the exact amount being proportionate to the gravity, duration and consequences of the violation; for the avoidance of doubt, the parties acknowledge that under the national laws or the court may reduce the contractual penalty if it is found to be manifestly excessive in light of the actual damage incurred. “Material violation” means a breach of any of the Merchant’s obligations explicitly identified as material in this Supplement or in the Annexes hereto. However, if the Acquirer or ICCO imposes Fines exceeding this amount (e.g., up to EUR 2,000,000 as per Scheme Rules), the Merchant is fully liable to indemnify Paysera for the full amount of such Fines.
33. Paysera is not liable for losses of the Merchant or third parties incurred due to actions or a failure to act of communication companies, other banks, or third parties.
34. Paysera is not liable for losses of the Merchant incurred due to detainment or suspension of the amount of funds of the Transaction, performed under the conditions of this Supplement or the General agreement.

Audits

35. Paysera, the Acquirer, and/or ICCO are entitled to conduct annual or incident-based local audits of the Merchant's business, systems, and premises or related locations or systems of interest or service providers of the Merchant and the Merchant ensures that the necessary access is granted. The Merchant obligates to pay all costs arising in regards to an audit to Paysera, the Acquirer, and/or ICCO

Termination of service provision

36. Paysera has the right to immediately terminate the provision of the service unilaterally according to the Supplement and suspend cooperation with the Merchant informing them hereof, if it determines that:
    36.1. the Merchant provides incorrect information to Paysera;
    36.2. the Merchant has not informed Paysera about a change in the legal status of the Merchant or some other important information set forth in this Supplement;
    36.3. the Merchant does not comply with the requirements or recommendations of the ICCO or violates any provision of this Supplement;
    36.4. the Merchant is insolvent;
    36.5. the Merchant's Paysera Account has been arrested;
    36.6. the Merchant engages in activity that can harm the reputation of Paysera, the Acquirer, or ICCO;
    36.7. the Merchant carries out Transactions which are considered fraudulent and/or illegal activity;
    36.8. the Merchant, violating the established procedure, uses the service of Collection of payments by payment cards on website addresses (URL) which have not been indicated in the Merchant's Project or its amendments and have not been confirmed by Paysera;
    36.9. if ICCO or the Acquirer demands it;
    36.10. in other significant cases.
37. Warning about the termination of provision of the service does not release the Merchant from covering all losses, and also does not release other Merchants from executing liabilities to Paysera.
38. Paysera has the right to terminate the provision of services according to the present Supplement without a prior warning if the Acquirer refuses to provide or has no right to provide the present service or use relevant card trademarks, and also if Paysera loses its right to provide relevant services.

Provisions related to the Recurring payment service

39. In order to use the Recurring payment service, the Merchant shall submit to Paysera a relevant Project or amendment of a Project. All the aforementioned conditions apply to the Merchant using the Recurring payment service in addition to the clauses stated in this chapter.
40. In case the Merchant accepts any recurring payments, the Merchant must explain to the Cardholder the actions the Cardholder must take in order to cancel the delivery/provision of goods and/or services and related charges when the Cardholder cancels the goods and/or services; and must not submit Transaction Data to ICCO after ICCO or the Cardholder's issuing institution requests to stop the provision of services at the Cardholder's request.
41. In order to use the Recurring payment service, the Merchant must conclude a recurring transaction agreement (hereinafter the RTA) with the Buyer, where the Merchant must:
    41.1. obtain express consent from the Buyer at the point of checkout or sale to periodically charge for recurring payment services and agree on the period of consent;
    41.2. when obtaining that consent, the Merchant must provide the Buyer with the following

information:

41.2.1. the payment date and whether it is fixed or variable;

41.2.2. the agreed method of communication for all future correspondence.

41.3. retain evidence of that consent in the format in which it was given (such as email, other electronic records, paper documents, or clear description of processes if permission is given explicitly in the process and there is no possibility to continue the process without permission) for the duration of that recurring payment and provide it to Paysera (or the Buyer's card issuer) upon their request.

42. All recurring payments must be authorised. Failure to get authorisation for a recurring payment or the submission to the clearing of a recurring transaction that has previously been declined may result in ICCO non-compliance action.
43. The Merchant shall comply with the Stored Credentials framework applicable to the relevant card scheme (Visa Stored Credential Transaction Framework / Mastercard Credential-on-File rules), including correct flagging of Merchant-Initiated Transactions (MIT) versus Cardholder-Initiated Transactions (CIT) for each subsequent Transaction, retention of the initial Cardholder consent, and use of Network Tokens (Visa Token Service / Mastercard Digital Enablement Service) where supported by the Acquirer. Failure to correctly identify MIT/CIT may result in declines, ICCO non-compliance assessments, and chargebacks for which the Merchant remains liable.
44. The Merchant should ensure that they do not:

    44.1. apply any other charges than those referred to in the RTA;

    44.2. submit a recurring payment if it receives a response indicating revoked authorisation for further Transactions;

    44.3. submit incorrect or misleading authorisation data in an attempt to avoid a stop instruction placed against a card;

    44.4. not to store the data of the Card after authorisation.
45. The Merchant has to:

    45.1. ensure that billing is stopped immediately upon the customer fulfilling the cancellation terms – provide them with cancellation confirmation including when the last payment is due if this has not already occurred, or if a credit is due when the credit will be processed;

    45.2. ensure that the customer is notified when goods or services cannot be delivered or provided on the agreed date;

    45.3. train the Merchant's sales and customer service staff on the proper procedures for setting up and submitting recurring transactions.
46. The Merchant must use the agreed method of communication and provide notification to the customer prior to a recurring payment or immediately after processing it if any of the following apply:

    46.1. more than six months have elapsed since the previous recurring payment;

    46.2. the RTA has been changed, including any change to the amount or the date of the recurring transaction.

    46.3. after every successful recurring billing, providing an electronic receipt or notification that includes clear instructions and an easily accessible online link to cancel the subscription.
47. The Merchant must ensure the following:

    47.1. provide an online cancellation procedure for recurring payments;

    47.2. check the records of customer applications for cancellation or non-renewal requests related to recurring payments;

    47.3. if a cancellation request is received too late to prevent the most recent recurring payment from posting to the customer's account, process the credit as soon as possible and notify the customer.

    47.4. Should a customer dispute a recurring payment and/or their card issuer raises a chargeback, this may not be challenged under the Rules and Regulations. The Merchant must pursue the matter directly with their customer.

Final Provisions

48. The Supplement comes into effect after the Merchant expresses their consent with its conditions electronically, i.e. an electronic signature, and after the Merchant submits the documents required by Paysera.
49. By this Supplement, the Client confirms that they have all the necessary powers of attorney to order this service under the name of the business client.

Online payment processing with payment cards agreement version before 27.10.2020