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Payment Processing at Points of sale

Definitions

General Agreement – General Payment Services Agreement, conditions of which are applied to the Merchant.

Payment Instrument – any payment instrument the System allows to link to the Paysera account and make payment transfers with the help of this payment instrument.

Merchant – the Client of the Paysera System who sells goods and services and uses one or more services of payment processing for Merchants indicated in the System and provided by Paysera.
(*Explanation: When provisions of the General Payment Services Agreement are applied for all Clients – both Merchants and other Clients – the term “Client” is used, and when provisions of the General payment agreement are applied only for Merchants, the term “Merchant” is used).

Merchant's device – the device of the Merchant for accepting payments, where the solution of payment instruments linked to the Paysera account for accepting payments, supported by the System, can be installed.

Buyer – the payer and/or the final recipient of services provided and goods sold by the Merchant using the System for the collection of payments.

Point of sale – a physical point of provision of services or sale of goods, where the Merchant sells goods and/or provides services.

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.

General provisions

1. The service of collection of payments at physical points of sale provides the Merchant with the possibility to collect payments from Buyers to their Paysera Account at the Point of sale by accepting Payment instruments indicated in the System.

2. When using this service, all conditions of the General Agreement and additional conditions laid down in this Supplement are applied to the Merchant. Terms in this Supplement are used in the meaning indicated in the General Agreement.

3. If the Merchant is a business, when agreeing to the conditions of this Supplement the Merchant confirms that they have all the necessary powers to order this service on behalf of the business.

Terms of use

4. The list of available Payment instruments which the Merchant can use to collect payments at the Point of sale for their goods and/or services is provided here.

5. The specific method or methods of payment processing the Merchant wants to use are selected in the Merchant's Account when submitting the Project.

6. In order to use this service, the Merchant shall submit to Paysera their Project and other documents required by Paysera in the System.

7. Paysera has the right to refuse to confirm the Project and provide the service to the Merchant without any explanation.

8. The service is provided after Paysera confirms the Project of the Merchant and, if it is necessary for the specific payment processing method, after the Merchant performs integration in accordance with the integration instructions provided by Paysera for each specific payment processing method.

9. The payment procedure of each method of payment processing at the Point of sale supported by the System is described in the rules of the specific method of payment processing at the Point of sale, which are provided here.

10. The Merchant commits to comply with the rules of the payment processing method selected by them.

11. The Merchant, after selecting a specific method of payment processing indicated in the System, commits to enable and allow the Buyers to pay with the respective Payment instrument at the Point of sale.

12. The Merchant is responsible for the accurate functioning of the Merchant's device when deducting the amount paid by the Buyer, providing the accurate amount and performing other actions provided in the rules of the specific method of payment processing.

Price and Payment procedure

13. Prices of payment processing at Points of sale are provided here.

14. The Merchant confirms that they have learned the prices and terms for payment processing, payment transfers, and all the Paysera services that are applied to and relevant for them.

15. The amount (commission fee) that belongs to Paysera is automatically deducted after the Merchant receives a payment. If the commission fee has not been deducted during the operation, Paysera has the right to deduct the commission fee later.

16. The Merchant commits not to apply any additional fee when Buyers choose to pay the Merchant via the System and not via other payment systems.

17. The Merchant shall perform payment operations at Points of sale by deducting money from the Payment instruments provided by Buyers only in the presence of the Buyer.

18. Paysera credits amounts that belong to the Merchant for their goods and services to the Merchant's Paysera Account opened under the conditions of the General Agreement.

19. The Merchant agrees that Paysera can use the income or a part of the income received from the Merchant for the provided service at its discretion to pay bonuses to the Buyer, and it will be considered as a discount, indirectly provided to the Buyer by the Merchant.

20. The account statement for the services specified in the present Supplement and provided to the Merchant, as well as the deducted commission fee shall be uploaded to the System or, upon a Merchant’s request, shall be sent to the email addresses given by the Merchant. The account statement equals a VAT invoice issued for financial services exempt from VAT and specified in Article 28 of the Law on VAT in accordance with clauses 18-1 of the Rules for Issuance and Recognition of Accounting Documents Used for Tax Calculation, confirmed by the Resolution of the government of the Republic of Lithuania issued on May 29, 2002, No. 780. Upon the Merchant’s request to receive a written statement signed and stamped by Paysera, a fee set by Paysera shall be applied.

Refunds

21. If the Merchant has deducted a different amount than has been indicated to the Client, the payment accepted in favour of the Merchant has to be returned to the Buyer. The commission fee applied to the Merchant for acceptance of such payment is returned.

22. If for some reason funds have been irrevocably deducted from Paysera due to actions of the Merchant, Paysera has the right to deduct the same amount of money from the Merchant, and the Merchant has to transfer Paysera the deducted amount immediately and reimburse Paysera all incurred expenses and losses. If the Merchant does not have a sufficient amount of funds in the System to cover all losses, they have to transfer the missing amount of money to the account indicated by Paysera in 7 calendar days from the receipt of the message.

Technical integration of services

23. The Merchant, who aims to use the service of Processing of payments at Points of sale described in this Supplement, commits to link their system with that of Paysera or download a necessary program in accordance with instructions provided by Paysera. Depending on the payment processing method selected by the Merchant, Paysera provides integration instructions or a necessary program for each Merchant individually, or they are provided in the System.

24. The Merchant understands and agrees that incorrect integration can evoke additional loadings of the System, which are not desirable and cannot be acceptable; therefore, they have to warrant that the connection will be performed strictly according to the instructions.

25. Paysera can change the solution for technical integration of services without constraint and at any time. The notice about any changes which require corrections in the software of the Merchant shall be made at least 90 (ninety) days in advance. The Merchant understands that after Paysera changes Integration instructions and informs the Merchant thereof, the Merchant shall update the connection of the systems on their side at their expense at the latest in 90 (ninety) days from the day of the notice. Required changes on the Merchant’s side shall be performed at the Merchant’s expense.

Confirmations and agreements of the Parties

26. The Merchant commits to inform Buyers in all cases that the System will be used to perform payments and about the possibility to pay with the respective Payment instrument.

27. The Merchant confirms and guarantees that when providing services and selling goods to Buyers the Merchant will act honestly and in such a way that it would meet the interests of Paysera, the Merchant, and the Buyer. The Merchant also undertakes to provide services and sell goods to Buyers properly, on time, and qualitatively.

28. The Merchant guarantees that all actions of the Merchant related to the performance of the Agreement and also goods sold and/or services provided by them shall meet the legal acts of the state where the goods are sold and the services are provided. All liability for consequences arising out of failure to observe these obligations shall fall on the Merchant.

29. When providing the service set forth in the present Supplement, Paysera is not liable for goods sold and/or services provided by the Merchant and consequences arising out of the sale of goods and/or provision of services. Paysera also does not guarantee that the other party of the transaction formed by the Merchant (the Buyer) will fulfil the transaction (if in order to fulfil the transaction not only payment for goods or services is needed).

30. The Parties (the Merchant and Paysera) undertake to guarantee proper application of organisational and technical means intended for the protection of personal data of Buyers from accidental or illegal destruction, replacement, disclosure, or other illegal processing as it is established by applied legal acts.

31. The Parties (the Merchant and Paysera) commit not to store the identification data of Payment instruments of Buyers, ensure confidentiality of identification data of Payment instruments of Buyers and personal data, and ensure that such data will not become known to any third persons, including the Merchant's employees.

32. Paysera provides the Merchant, using Paysera services for business and professional needs, with the opportunity to advertise descriptions of the Merchant and services provided and goods sold by them in the System free of charge during the Agreement validity period. Paysera has the right to delete such description from the System or not to advertise it without a separate warning and without indicating reasons for such deletion or non-advertising.

33. The Merchant agrees for their logotype and description of services provided and/or goods sold by them to be displayed in the System. Paysera has the right to delete such description from the System without a separate warning and without indicating reasons for such deletion.

Prohibited activities

34. The Merchant is prohibited to sell products or goods or services prohibited by the legislation and other products or goods or services, which under the requirements of the respective country (where the trade takes place) need a special licence or permission, without the licences or permissions required by the legislation.

35. The Merchant has an obligation to make sure that the services provided or goods sold by them meet and do not violate the legislation of the specific country where the services are provided or goods are sold.

36. If it becomes apparent that the Merchant has not complied with or violated the limitations to carry out prohibited activities indicated in the Supplement, or their activity has not complied with or violated legislation of a specific country and Paysera has incurred losses for this reason (e.g. fines have been imposed, explanations have been required, an agreement with the operator has been terminated), Paysera has the right to deduct in a non-adversarial manner from the Merchant's account all expenses and losses incurred due to such violation of

the Merchant. If there is an insufficient amount of funds on the Merchant's account to cover the expenses, the Merchant shall transfer the amount of incurred losses indicated by Paysera to the account indicated by Paysera immediately.

Suspension of services

37. Paysera, acting reasonably and taking into account the interests of the Merchant, has the right to limit the provision of a part of or all services without a prior warning, suspend the provision of the service described in this Supplement and/or payment of collected payments, terminate contractual relationships and refuse to provide services in the future at any time, if it becomes apparent that:

37.1. the Merchant does not comply with or violates the requirements of the Section “Prohibited Activities” of this Supplement;

37.2. distribution of the Merchant's goods or services can harm Paysera's business reputation;

37.3. the Merchant's liabilities assumed on the basis of this Supplement are violated or a real threat appears for them to be violated, or reasonable interests of Buyers can be harmed due to the further provision of services;

37.4. in all the other cases set out in the General Payment Services Agreement.

38. Paysera shall inform the Merchant about such limitation on provision of services immediately (in one hour), and in 2 (two) business days from the suspension of service provision about the possibility to return funds which belong to the Merchant.

39. The purpose of limitations set forth in this Supplement and in the General Payment Services Agreement is to protect Paysera, Merchants, other Clients, Buyers, and other third persons from possible monetary sanctions, losses, and other negative consequences.

Information about the faults

40. Paysera shall notify the Client in advance, in accordance with the procedure provided in the General Agreement, about known and potential technical failures of the System and systems or equipment of third parties employed by Paysera for the provision of services, which have an impact on the provision of Paysera services. The Merchant also undertakes to immediately inform Buyers and Paysera about technical failures, planned prevention and repair works which can have an impact on the provision of the Merchant's services or sale of goods to Buyers.

Responsibility

41. Liability of the Parties is determined by the conditions of the General Agreement.

42. The Merchant is responsible for indication and deduction of the precise amount from the Payment instrument submitted by the Buyer.