Last updated: 04/09/2026

Paysera POS System Tool Service Agreement

I. General provisions

1. Paysera POS virtual cash register service (hereinafter referred to as the Service) – a network-based (WebApp) point of sale (POS) solution with virtual fiscalisation and card payment solution integration (hereinafter referred to as the Service), the right to use which is granted to the Service Recipient on the basis of this Agreement.

2. When using the Service, the Terms and Conditions of the General Payment Services Agreement apply to the extent that they do not conflict with the provisions of this Agreement. Paysera has the right to refuse to provide the Service without explaining the reasons for such a decision before the Client starts using the services.

3. If the Service Recipient is a legal entity, by agreeing to the Terms and Conditions of this Agreement, it confirms that it is represented by an authorised person who has all the necessary powers to order this service on behalf of the legal entity. The Service Recipient undertakes to provide all necessary documents to confirm such authorisation upon Paysera's request.

4. Terms used in the Agreement:

4.1. **Service Recipient** – a Paysera system client who uses the Paysera POS system tool when selling goods or services;

4.2. **Virtual fiscalisation (i.EKA)** – an electronic service designed to register and document economic operations carried out using a fiscal sales solution that automatically provides data to the tax administrator;

4.3. **Partner** – Adyen N.V, company code 34259528, Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, Kingdom of the Netherlands, whose terms, conditions, rules and policies shall apply to the Service Recipients who use the Paysera POS Service via the platforms;

4.4. **Partner Rules** – the current version of the Partner Rules, available here;

4.5. **ICO Rules** – The rules of Visa and/or Mastercard of the International Card Organization, which specify a common framework of transaction execution, security, liability, and other requirements applicable to card payments via the Paysera POS system;

4.6. **Price List** – Fees for Paysera POS virtual cash register and related services.

5. Other terms in this Agreement shall have the same meaning as specified in the General Payment Services Agreement.

II. PRICES OF SERVICES AND THE PAYMENT PROCEDURE

6. The amounts payable for the Paysera POS plan are paid according to the submitted invoice, or, if possible, deducted from the client's account in the Paysera system. For card payments, the fee is reserved at the time of the payment transaction, and the total amount is debited on the 1st day of the following month. By the 7th day of each month, a detailed breakdown of card transaction fees for the entire previous month is provided. Payments for the Service are subject to the terms and conditions specified in the General Payment Services Agreement.

7. The pricing for all services is provided in the Price List, which is considered an integral part of this Agreement.

8. Collected payments are credited to the Paysera account specified by the Service Recipient within 1 calendar day from the moment of payment confirmation.

III. Rights and liabilities of the Parties

9. Liabilities of the Service Recipient:

9.1. The Service Recipient must ensure a high-quality, uninterrupted, stable, and private internet connection with a minimum speed of 1 Mbps and a maximum latency of 300 ms. If these requirements are not met, Paysera shall not be responsible for operational disruptions or Service slowdowns.

9.2. To ensure proper functioning of the Paysera POS virtual cash register, the Service Recipient's device must have a browser installed (Google Chrome, Safari, Edge, or Firefox) with a version released no earlier than six months ago. Paysera recommends using the latest browser version for maximum security and functionality.

9.3. The Service Recipient agrees that using the Paysera POS system tool may require one or more additional equipment elements, such as a card terminal, printer, or mobile or stationary device with an installed application (Android or iOS).

9.4. The Service Recipient undertakes to immediately inform about discovered functional errors in the virtual fiscalisation or general sales solution.

9.5. The Service User undertakes to comply with the ICO Rules.

9.6. The Service Recipient confirms that prior to entering into this Agreement, they have reviewed the Partner Rules. The Service Recipient unconditionally agreed to the Partner Rules and undertakes to comply with them throughout the period of use of the Service. Partner Rules are considered an integral part of this Agreement. The Service Recipient agrees that Paysera and/or the Partner have the right to directly monitor compliance with the Partner Rules, and the Service Recipient undertakes to cooperate with both Paysera and the Partner. Any breach of the Partner Rules shall be considered a material breach of this Agreement.

9.7. The Service Recipient must ensure that their activities comply with applicable European Union legislation (Payment Services Directive – PSD2, General Data Protection Regulation – GDPR, Payment Card Industry Data Security Standard (PSI DSS)), as well as anti-money laundering and counter-terrorist financing (AML) requirements, sanctions compliance, and other financial regulations.

9.8. The Service Recipient understands and agrees that the Partner, as the payment processing provider, shall carry out or may carry out Know Your Customer (KYC) procedures in accordance with the Partner Rules and applicable legislation. The Service Recipient undertakes to provide all necessary information and documents to Paysera or directly to the Partner if they receive such a request. The

Service Recipient agrees that Paysera may transfer their data (including personal data controlled by Paysera) to the Partner necessary for the performance of KYC procedures and the provision of the Service. Failure to cooperate or non-compliance with the Partner's KYC requirements may result in the restriction or termination of the Service, initiated either by the Partner or by Paysera.

9.9. The Service Recipient undertakes to provide Paysera and/or the Partner (directly or through Paysera) with any requested additional data, documents, or audit conclusions at any time, proving that the Service Recipient complies with their obligations under this Agreement, the General Payment Services Agreement, the Partner Rules, and applicable legislation (including AML and sanctions compliance requirements).

9.10. If the Service Recipient intends to change or expand their business activity beyond what was originally specified in their Know Your Customer (KYC) questionnaire, they must inform Paysera by supplementing or updating the KYC questionnaire. Paysera reserves the right to terminate or temporarily suspend the provision of services if the changed business model does not comply with requirements of the ICO, Paysera, its partners, or legislation.

9.11. Paysera or the Partner shall have the right to unilaterally block suspicious transactions or impose additional restrictions if the Service Recipient is found to be experiencing an increased level of chargebacks (hereinafter referred to as Chargeback).

9.12. The Service Recipient undertakes to ensure that goods or services are delivered properly, thereby reducing the risk of Chargeback transactions.

9.12.1. The Chargeback rate must not exceed the limits set by the ICO — 1% of all transactions. If this rate is exceeded:

9.12.1.1. Paysera may temporarily suspend the provision of services or require an additional security deposit.

9.12.1.2. Paysera or its partners may apply additional financial sanctions or implement stricter transaction monitoring.

9.13. The Service Recipient is prohibited from taking any of the following actions to reduce the Chargeback rate after a Chargeback request has already been submitted, including:

9.13.1. Offering or processing refunds outside the official Paysera POS system.

9.13.2. Requesting the cancellation of a Chargeback in exchange for compensation or other benefits.

9.14. The Service Recipient understands that the disbursement of funds and/or the provision of services may be delayed or suspended if:

9.14.1. There are suspicions of fraud or money laundering.

9.14.2. The Service Recipient exceeds the allowed Chargeback limits.

9.14.3. ICO or a Partner initiates additional inspections.

9.14.4. The Partner instructs to withhold funds or suspend service provision due to violations of the Partner Rules, incomplete KYC procedures, or for any other reasons specified in the Partner Rules.

9.15. The Service Recipient understands and agrees that if the Partner decides to limit or terminate payment processing for the Service Recipient based on the Partner Rules, risk assessment, or legal requirements, Paysera will be obliged to correspondingly limit or terminate the Service or part thereof under this Agreement. In such cases, Paysera shall not be held liable for the limitation or termination of the Service, as the action was initiated based on the Partner’s decision.

9.16. Paysera reserves the right to retain a security reserve (deposit) for a certain period to cover potential future Chargebacks or unpaid fines.

10. The Service Recipient undertakes to act honestly. The honesty requirement includes not only the liability to immediately inform about noticed opportunities to use errors in the i.EKA subsystem for one's own benefit, but also to refrain from such use. In case of abuse, the Service Recipient must compensate for the resulting damage. In addition, the following consequences may be applied for non-compliance with the honesty requirement:

10.1. Paysera has the right to suspend the provision of the Service until the circumstances of the violation are clarified and all related threats are eliminated.

10.2. In case of a serious or repeated violation, Paysera has the right to unilaterally terminate the agreement immediately, upon informing the Service Recipient.

11. Rights and liabilities of Paysera:

11.1. Paysera provides the opportunity to use the services specified in clause 1 of this Agreement in a timely and proper manner.

11.2. Paysera reserves the right to change, restrict, or remove certain payment methods if required by the ICO, Paysera partners, or legislation. If a payment method is removed, Paysera will notify the Service Recipient at least 30 days in advance, unless immediate restriction is necessary for security or regulatory reasons.

11.3. Paysera has the right to access all order information in the Service Recipient’s POS account for the purposes of ensuring proper system operation, product improvement, prevention of money laundering and terrorist financing, and other purposes specified by law.

11.4. Paysera makes reasonable efforts to ensure stable and uninterrupted operation of the Paysera POS service, but does not guarantee that the Service will operate without errors or disruptions in all cases.

11.4.1. Paysera aims to ensure that the Paysera POS software and the infrastructure directly managed by Paysera are available at least 99.5% of the time during a calendar month. This target availability level does not cover certain situations. Paysera shall not be liable for service downtime caused by:

11.4.1.1. Scheduled maintenance work, of which Paysera notifies the Service User in advance (normally at least 24 hours in advance).

11.4.1.2. Partner system failures or downtime.

11.4.1.3. Disruptions in the services of third parties (internet providers, electricity suppliers, or external systems with which the virtual POS interacts, such as tax administrator systems).

11.4.1.4. Issues with the Service Recipient’s own equipment, software, or network.

11.4.1.5. Force majeure circumstances.

11.4.1.6. Illegal actions by the Service Recipient or third parties (e.g. cyberattacks).

11.4.2. Paysera shall provide technical support to the Service Recipient regarding the operation of the Paysera POS service during the working hours specified by Paysera.

11.4.3. In the event of critical Paysera POS service disruptions (complete inability to use the Service due to malfunctioning of the systems operated by Paysera) reported to Paysera during working hours, Paysera undertakes to investigate the cause of the disruption and to take action to resolve it within a reasonable period of time, generally aiming to respond (initiate an investigation) no later than within 4 working hours. Paysera assumes no obligations regarding specific resolution times for disruptions, especially if they depend on third parties.

12. Paysera shall not be liable for:

12.1. The Service Recipient’s abuse upon discovering an error in the tax administrator's subsystem and the resulting consequences against any persons.

12.2. Malfunctions, errors in the Partner's systems or decisions made by the Partner (including limitation or termination of the provision of the Service) affecting the provision of the Service, unless such malfunctions or decisions are caused by Paysera intent or gross negligence.

12.3. Improper functioning of devices, software, and/or systems provided by the Partner or third parties.

12.4. Any data entered into the system by the Service Recipient, regardless of whether the data was entered by the Service Recipient, its authorised persons, or by Paysera upon request of the Service Recipient.

12.5. Any client activity carried out using the Service.

13. The Party that fails to properly fulfil its liabilities under this Agreement must compensate the other Party for damages resulting therefrom. The Service Recipient undertakes to fully indemnify Paysera for any damage, losses, expenses, and penalties (including but not limited to those imposed by the Partner, the ICO, or other bodies or institutions, if they arise from violations of this Agreement, the General Payment Services Agreement, the Partner Rules, or applicable laws).

14. Payment of damages or penalties shall not relieve the Parties of their liabilities under this Agreement.

VALIDITY AND TERMINATION OF THE AGREEMENT

15. The Parties shall have the right to terminate this Agreement by providing written notice to the other Party no less than 30 calendar days prior to the intended termination date. Termination shall take effect only after the expiry of the notice period.

16. Paysera shall have the right to terminate this Agreement immediately, by notifying the Service Recipient via email, in the following cases:

16.1. The Partner terminates the provision of payment processing services to this Service Recipient.

16.2. The Partner terminates their cooperation with Paysera regarding the provision of this Service.

16.3. The Service Recipient violates the Partner Rules.

16.4. By decision or instruction of international credit card organizations (ICCOs).

17. The Agreement shall be concluded, amended, and terminated and the Service Recipient shall be informed thereof in accordance with the procedure and on the grounds specified in the General Payment Services Agreement.

Archive

SERVICE AGREEMENT OF PAYSERA POS SALES SYSTEM TOOL, valid until 04/09/2026

SERVICE AGREEMENT OF PAYSERA POS SALES SYSTEM TOOL, valid until 03/09/2025

SERVICE AGREEMENT OF PAYSERA POS SALES SYSTEM TOOL, valid until 10/04/2025