Information updated: 01/07/2025

PAYSERA CARD TERMINAL RENTAL AGREEMENT

Terms and definitions:

1. General Agreement – – General Payment Services Agreement for Business Clients.

2. Paysera POS Agreement – Paysera POS System Tool Service Agreement.

3. Service Recipient – a natural person or legal entity who orders a Card Terminal.

4. Card Terminal – equipment intended for buyers to process card payments using the Paysera POS service. The individual parameters of the Card Terminal are specified in the Special Part of the Agreement.

5. Price List – fees for Paysera POS virtual cash register and related services.

6. VAT Invoice – a document confirming the sale and serving as a delivery–acceptance certificate.

7. Normal Wear and Tear – changes in the condition of the Card Terminal that naturally occur as a result of proper use of the device and do not hinder its continued proper functioning. Normal wear and tear includes superficial scratches (not felt by touch) and minor casing scuffs or discolouration that do not affect the operation of the device or screen readability.

8. Residual Value of the Card Terminal – the initial value of the Card Terminal, reduced proportionally over a period of sixty (60) months from the date of delivery of the Card Terminal to the Service Recipient. Each month, the value decreases by 1/60 of the Card Terminal's initial value. After the sixty (60)–month period, the residual value of the terminal shall be considered zero (0).

9. Special Part – an individualised document specifying the particular terminal, price, purchase method, and other specific conditions. This document is considered a special agreement as defined in Clause 1.4 of the General Payment Services Agreement.

10. All other terms are interpreted in accordance with the General Agreement, the Paysera POS Agreement, and the applicable legal acts.

Subject of the Agreement

11. Paysera undertakes to provide the Service Recipient with the Card Terminal on a rental basis, and the Service Recipient undertakes to pay the agreed rental fee.

12. The Card Terminal is exclusively compatible with the Paysera POS service and cannot be used with services provided by other suppliers. In the event that the Paysera POS Agreement is terminated, this Agreement shall also terminate.

13. The rental agreement for the Card Terminal shall be of indefinite duration.

Delivery and Acceptance of the Card Terminal

14. The Card Terminal shall be delivered to the address specified by the Service Recipient within the territory of the Republic of Lithuania or collected at a Paysera client service centre. The rental period for the Card Terminal shall commence on the date of its delivery and acceptance.

15. Paysera undertakes, prior to the date of delivery and acceptance of the Card Terminal, to perform the necessary technical and software integration to ensure that the Service Recipient can use the card payment functionality.

16. Upon accepting the Card Terminal for use (if not by signing the VAT Invoice, which also serves as the delivery–acceptance certificate, it shall be deemed accepted from the moment the first payment transaction is made or the first receipt is printed, and both parties shall acquire the same rights and obligations as if the delivery–acceptance certificate had been signed), the Service Recipient confirms that the received Card Terminal is in good external condition, powers on, and functions properly. The Service Recipient undertakes to notify Paysera in writing within two business days from the date of receipt of any apparent external defects or malfunction. Failure to do so shall be deemed confirmation that the Card Terminal has been received in proper working order and condition.

17. From the moment of accepting the Card Terminal, the Service Recipient shall ensure its protection against physical damage, adverse environmental effects (such as water, temperature, or other environmental factors), and any other harm.

18. The Service Recipient shall reimburse Paysera for all costs of repair and delivery of the Card Terminal in any case where the terminal is repaired or replaced not due to Paysera’s fault. The cost of repair shall be determined based on the estimate provided by the service provider engaged by Paysera. In the event of a lost or irreparably damaged terminal, the Service Recipient shall compensate Paysera for the loss by paying the residual value of the terminal, calculated as of the date on which the loss or irreparable damage is confirmed.

Obligations of the Parties

19. The Service Recipient undertakes to accept the Card Terminal in accordance with the procedure specified in this Agreement and to pay the rental fee duly and on time.

20. Paysera undertakes, at no additional cost, to replace a defective Card Terminal with another terminal of equivalent value.

21. In the event of terminal malfunction, and at the Service Recipient’s request, if Paysera has a suitable spare device available, a functioning replacement Card Terminal may be dispatched to the Service Recipient immediately upon receipt of notification of the malfunction or improper operation. In such case, the Service Recipient undertakes to return the malfunctioning Card Terminal to Paysera within three (3) business days of receiving the replacement. Failure to comply with this return deadline shall result in the rental fee being applied to the second Card Terminal as well.

22. The party dispatching the Card Terminal shall ensure that it is securely packaged to provide adequate protection during shipment. Upon receipt of a returned Card Terminal, Paysera shall, within five (5) business days, inspect its technical condition and decide on its status.

23. The technical maintenance and repair of the Card Terminal shall be organised and carried out exclusively by Paysera or persons authorised by Paysera.

24. In the event of loss or theft of the Card Terminal, the Service Recipient shall immediately, and in any case no later than twenty-four (24) hours from becoming aware of the incident, notify Paysera in writing and, in the case of theft, report the matter to the competent law enforcement authorities.

25. In the event of a malfunction of the Card Terminal (if deemed irreparable) or its loss, the Service Recipient undertakes, within ten (10) business days from the date of notification by Paysera, to compensate Paysera for the incurred loss by paying the residual value of the terminal. To continue using the Paysera POS service, a new rental agreement for a replacement terminal may be concluded.

26. Paysera shall not be liable for any losses suffered by the Service Recipient in connection with a malfunction of the Card Terminal, suspension or limitation of services, including, but not limited to, lost revenues, data loss, business interruption, costs of using alternative services or devices, or any other direct or indirect losses arising from technical failures, planned or unplanned maintenance, actions of third parties, or other circumstances beyond Paysera’s control.

27. The Service Recipient shall be responsible for procuring materials necessary for the operation of the Card Terminal (e.g. paper rolls) and for all associated costs.

28. The Service Recipient shall use the Card Terminal solely for its intended purpose, for the lawful objectives specified in this Agreement, in accordance with the terms of this Agreement, and only to the extent specified herein.

29. Paysera shall be liable only for losses incurred by the Service Recipient as a result of Paysera’s fault or gross negligence.

Software and Terms of Use

30. The Service Recipient shall not access the interior of the Card Terminal, modify, adapt, create additional functionalities, or otherwise physically or programmatically affect the operation of the Card Terminal or any of its components. If changes or enhancements to the Card Terminal’s functionality are required, the Service Recipient shall contact Paysera to implement the necessary modifications. This provision shall not apply to the removal or insertion of the Card Terminal battery as specified in the manufacturer’s instructions for the purpose of charging or replacement.

31. Any unauthorised modification of the Card Terminal’s hardware or software by the Service Recipient, or any attempt to interfere with it, shall be considered a material breach of this Agreement and may entitle Paysera to apply sanctions, including restricting use of the Card Terminal, blocking access, or terminating the Agreement.

32. Paysera shall ensure the technical operation of the Card Terminal and, in the event of malfunctions for which Paysera is responsible, shall commence corrective actions no later than the next business day following receipt of the Service Recipient’s notification, provided that the malfunctions are attributable to Paysera. In cases where the malfunctions are not attributable to Paysera, the Service Recipient shall immediately notify Paysera of any Card Terminal faults or disruptions.

33. Paysera reserves the right to update or modify the hardware or software of the Card Terminal at any time. If such updates or modifications require additional integration, Paysera shall perform it at its own expense and within a reasonable period.

Price and Payment Terms

34. The monthly rental fee for the Card Terminal is specified in the Special Part of this Agreement and shall be paid by the 7th day of each calendar month.

35. If the Card Terminal is unavailable for use due to a malfunction for more than three (3) business days, the rental fee shall be reimbursed for the days during which the Card Terminal was not operational.

36. The Service Recipient shall ensure that sufficient funds are available in their Paysera account to cover all payments due under this Agreement. Paysera shall have the right to automatically debit the instalments as provided in the General Agreement. If funds are insufficient and payment is overdue for more than sixty (60) calendar days, this shall constitute a material breach of the Agreement.

Final provisions

37. This Agreement shall enter into force once the Service Recipient has signed it and sent the signed copy of the Agreement to Paysera. Pursuant to the General Agreement, a signature from Paysera is not required. The Agreement shall remain in effect until all contractual obligations of the Parties have been fully performed or until the Agreement is terminated.

38. After six (6) months from the commencement of the Card Terminal rental period, either Party shall have the right to terminate this open-ended Agreement without stating any reason, provided that the other Party is given written notice at least thirty (30) calendar days in advance.

39. Upon the expiry or termination of the Agreement, the Service Recipient shall, no later than five (5) working days, return the Card Terminal to Paysera either directly or via a courier service. It shall be deemed that the Service Recipient has fulfilled the obligation to return the Card Terminal on time if the terminal has been handed over to the courier service within the five (5) working day period specified in this clause and Paysera has been provided with the shipment tracking number. The Party sending the Card Terminal is responsible for ensuring that the terminal is securely packaged so as to protect it during transit. The rental fee is calculated including the day the Card Terminal is sent via the courier service. The rental fee shall cease to accrue from the day following the dispatch date, provided that the Service Recipient has supplied the shipment tracking number within the five (5) working day period specified in this clause, the Card Terminal is not used after dispatch, and Paysera receives it no later than seven (7) calendar days from the dispatch date. If the terminal is received later, is used after dispatch, or the Service Recipient fails to provide the shipment tracking number on time, Paysera shall be entitled to charge the rental fee until the actual date of receipt of the terminal. The calculation of the rental fee does not exempt the Service Recipient from the obligation to return the Card Terminal.

40. Paysera registers the received terminal in its system and, within five (5) working days of receipt, conducts a detailed technical inspection. If any defects, malfunctions, or damages (excluding normal wear and tear) are identified during the inspection, Paysera shall prepare a defect report and notify the Service Recipient in writing (by email) of the identified issues and the estimated cost of repair or the residual value of the terminal.

41. The Service Recipient shall be materially responsible for the condition of the terminal until it is returned to Paysera and, upon receiving notice of any defects, shall cover all repair costs if the terminal is repairable, or pay the residual value if the terminal is deemed irreparable or is lost.

42. Upon termination of the Agreement or if the Service Recipient relinquishes the Card Terminal, the returned terminal must be in the same condition as when it was provided to the Service Recipient, taking normal wear and tear into account. If the condition of the Card Terminal is worse than at the time of delivery, the Service Recipient shall reimburse the costs of restoring the terminal to its original condition.

43. The Service Recipient shall not assign or transfer any rights or obligations under this Agreement to a third party without Paysera’s prior written consent.

44. For all matters not expressly addressed in this Agreement, the POS Agreement, or the General Agreement, the provisions of the laws of the Republic of Lithuania shall apply.

History

PAYSERA CARD TERMINAL RENTAL AGREEMENT valid until 24 April 2025