Information updated: 24/04/2025

PAYSERA CARD TERMINAL PURCHASE AND SALE 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. Buyer – a natural person or legal entity who purchases the 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 terminal reduced, from the date of transfer of the Card Terminal to the Service Recipient, by the total portion of the price of the Card Terminal actually paid by the Buyer. Once the full price has been paid, the residual value of the terminal is considered to be 0 (zero).

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. Under this Agreement, Paysera undertakes to sell and transfer to the Buyer the ownership of the Card Terminal specified in Clause 4 of the Agreement, while the Buyer undertakes to accept the Card Terminal and pay the agreed purchase price.

12. The Card Terminal is exclusively compatible with the Paysera POS service and cannot be used with services provided by other suppliers.

Delivery and Acceptance of the Card Terminal

13. Paysera shall deliver the Card Terminal to the Buyer after the Buyer has paid the full purchase price or the first instalment thereof. Ownership of the Card Terminal shall transfer to the Buyer upon full payment of the purchase price (final payment).

14. The Card Terminal shall be delivered to the address specified by the Buyer within the territory of the Republic of Lithuania or collected at the Paysera client service centre.

15. Paysera undertakes, prior to the date of delivery and acceptance of the Card Terminal, to perform the necessary hardware and software integration to ensure that the Buyer 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 Buyer confirms that the received Card Terminal is in good external condition, powers on, and functions properly. The Buyer 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.

Obligations of the Parties

17. The Buyer undertakes to pay the purchase price duly and on time and to accept the Card Terminal in accordance with the procedure specified in this Agreement.

18. The party sending the Card Terminal must ensure that it is securely packaged to provide adequate protection during shipment.

19. Paysera provides a twelve (12)–month warranty for the Card Terminal, effective from the date of delivery to the Buyer. The warranty applies only to manufacturing defects and malfunctions arising due to the fault of Paysera (the manufacturer).

20. Warranty service and repairs of the Card Terminal shall be organised and carried out exclusively by Paysera or by persons authorised by Paysera.

21. The warranty shall not apply if the Card Terminal malfunctions due to:

21.1. The Buyer’s fault (improper use, mechanical damage, exposure to liquids, unsuitable environmental conditions, or use not in accordance with its intended purpose);

21.2. Actions of third parties or circumstances of force majeure;

21.3. Unauthorised disassembly, repair, or modification of the software.

22. If the Card Terminal malfunctions during the warranty period due to a reason covered by the warranty, the Buyer shall promptly notify Paysera in writing, specifying the nature of the malfunction.

22.1. Paysera undertakes, where possible (subject to the availability of a suitable spare device), to deliver a replacement Card Terminal (hereinafter referred to as the Replacement Terminal) to the Buyer at its own expense within a reasonable period (agreed with the Buyer but as soon as possible, e.g. within 2–3 business days from receipt of the notification) during the warranty

period. The Replacement Terminal shall be of the same model and in similar or better condition than the Buyer’s malfunctioning terminal at the time of failure (taking normal wear and tear into account).

22.2. Upon receipt of the Replacement Terminal, the Buyer undertakes, at their own expense and risk, to securely package and return the malfunctioning Card Terminal to Paysera for diagnostics and repair (to the address specified by Paysera or agreed with it), unless the Parties agree on an alternative delivery procedure (for example, handover to the courier upon delivery of the Replacement Terminal).

22.3. Upon receipt of the malfunctioning terminal, and after performing diagnostics and confirming a warranty-covered malfunction, Paysera shall:

22.3.1. If the Replacement Terminal is of similar age and wear and tear as the Buyer’s malfunctioning terminal, Paysera shall inform the Buyer that the Replacement Terminal shall remain with the Buyer for permanent use in place of the malfunctioning terminal. In such case, the malfunctioning terminal shall remain the property of Paysera.

22.3.2. If the Buyer’s malfunctioning terminal is evidently older or in worse condition (due to longer usage or greater wear and tear) than the provided Replacement Terminal, Paysera shall, at its own expense and within a reasonable period, repair the Buyer’s original terminal. Once the original terminal has been repaired, Paysera shall, at its own expense, arrange for its return to the Buyer and the simultaneous collection of the Replacement Terminal. The Buyer undertakes to facilitate such an exchange (returning the Replacement Terminal upon receipt of the repaired original terminal). Paysera reserves the right to leave the newer terminal with the Buyer.

22.3.3. If Paysera determines that the malfunctioning is not covered by the warranty, it shall inform the Buyer and provide the terms and prices of non-warranty repair. In such case, the Buyer shall, within 10 business days, return the Replacement Terminal to Paysera at their own expense or agree on its purchase or rental in accordance with the Paysera terms and conditions in force at that time. The Buyer’s original terminal shall be returned or repaired according to a separate agreement.

22.4. If Paysera is unable to provide a Replacement Terminal (for example, due to temporarily depleted stock), it shall inform the Buyer and apply the standard warranty repair procedure: the Buyer shall, at their own expense, deliver the malfunctioning terminal to Paysera, and Paysera shall, within a reasonable period, repair or replace it and return it to the Buyer at Paysera’s expense.

23. During the warranty period, the Buyer undertakes to ensure proper operating conditions for the Card Terminal and to protect it from damage.

24. The Buyer undertakes not to allow third parties to use the Card Terminal, except for its employees who require it to perform their work duties.

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

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

Software and Terms of Use

27. The Buyer acknowledges that the software installed on the Card Terminal is the intellectual property of Paysera or third parties. The Buyer is granted a non-exclusive, irrevocable (for as long as the software is used with the Paysera POS service and the agreements are not breached), and non-transferable right to use the Card Terminal software solely for its intended purpose – namely, in conjunction with the Paysera POS service.

28. The Buyer shall not copy, modify, decompile, disassemble, or otherwise attempt to access the source code of the software, create derivative works, or transfer rights to the software to any third party.

29. 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

30. The purchase price of the Card Terminal and the payment terms are specified in the Special Part of the Agreement.

31. The Buyer shall pay the purchase price, or the first instalment thereof (if paying in instalments), to Paysera in advance, prior to the delivery/shipment of the Card Terminal. This amount may be debited from the Buyer’s Paysera account upon placing the order.

32. The Buyer shall have the right to pay the full residual value of the Card Terminal at any time. Upon receipt of the full residual value, ownership of the terminal shall immediately transfer to the Buyer, and the Buyer’s obligation to make further payments under the Instalment Schedule shall cease.

33. The Buyer 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 60 calendar days, this shall be considered a material breach of the Agreement.

Final provisions

34. This Agreement shall enter into force once the Buyer signs and returns a copy of the Special Part 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.

35. The Buyer shall have the right to unilaterally terminate this Agreement, without recourse to the courts, by giving Paysera five (5) business days’ prior written notice, if Paysera:

35.1. Fails to deliver (or prepare for collection) the Card Terminal to the Buyer within the period specified in this Agreement or within any additional reasonable period agreed between the Parties after payment of the full price or part thereof.

35.2. Delivers a Card Terminal that is manifestly non-compliant with the specifications set out in the Agreement (e.g. a different model) or has significant visible defects that prevent its intended use, and the Buyer notifies Paysera, but Paysera does not, within a reasonable period, replace the Card Terminal with a suitable one or agree on an alternative solution with the Buyer.

35.3. Becomes insolvent, is subject to bankruptcy proceedings, or enters into liquidation prior to the transfer of the Card Terminal.

36. If the Buyer fails to pay the purchase price or any part thereof by the due date specified in this Agreement, Paysera shall:

36.1. Send the Buyer a written notice (including by email) requesting payment of the overdue instalment and specifying a period of sixty (60) calendar days from the date of the notice for the Buyer to fully settle all outstanding amounts under this Agreement and to make timely payment of any other instalments falling due during this 60-day period.

36.2. If the Buyer fails to pay the overdue instalment specified in the notice and/or fails to pay at least one other instalment falling due within the 60-day period, have the right to immediately and unilaterally terminate this Agreement, notifying the Buyer in writing (including by email).

37. Upon termination of this Agreement:

37.1. At the Buyer’s initiative, pursuant to Clause 35, Paysera shall return to the Buyer the amount or part thereof that has been paid.

37.2. At Paysera’s initiative, prior to full payment of the purchase price (including cases where the Agreement is terminated due to the Buyer’s failure to fulfil payment obligations), the Buyer shall, at their own expense, return the Card Terminal within five (5) business days from the date of termination of the Agreement, as ownership remains with Paysera. The Buyer shall be deemed to have fulfilled the obligation to return the Card Terminal on time if it has been handed over to a courier service within the 5-business-day period specified in this Clause, and Paysera has been provided with the shipment tracking number. Upon receipt of the returned Card Terminal, Paysera shall, within five (5) business days, inspect its technical condition and decide on its status.

37.2.1. If the Buyer returns the Card Terminal on time, and Paysera determines upon inspection that the returned terminal is technically sound, free from significant physical damage (taking normal wear and tear into account), and suitable for further use, the Buyer shall be released from the obligation to pay the remaining unpaid portion of the purchase price.

37.2.2. If the Buyer fails to return the Card Terminal on time, or if Paysera determines upon inspection that the returned terminal is technically defective, has significant damage exceeding normal wear and tear, or requires repair to be suitable for further use, the Buyer’s obligation to pay the residual value of the Card Terminal shall remain in force. In such case, Paysera shall have the right to demand immediate payment of the remaining unpaid purchase price, any applicable penalties, and compensation for other losses. Paysera shall provide the Buyer with a written explanation as to why the terminal is considered non-compliant, if this provision applies.

38. 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.