Last updated: 20/07/2020

Online Payment Processing via E-banking and Other Systems

Definitions

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

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 to all Clients – both Merchants and other Clients – the term “Client” is used, and when provisions of the General payment agreement are applied only to Merchants, the term “Merchant” is used).

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

Project – a detailed description of the goods and/or services provided by the Merchant for the purpose of payment processing from Buyers for goods or services provided by the Merchant by methods indicated in the System.

General provisions

1. The Service of Online Payment Processing provides the Merchant with a possibility to accept payments from Buyers using the Paysera account, electronic banking systems specified in the System, credit and debit cards specified in the System, Payment instruments issued by Paysera, and other methods specified 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. The terms in this Supplement are used in the meaning indicated in the General agreement.

3. Payment processing methods are provided here. Specific payment processing methods are selected by the Merchant on their Account when submitting the Project.

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

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

6. The service is provided after Paysera confirms the Project of the Merchant and the Merchant performs integration in accordance with the integration instructions provided by Paysera. The Merchant can use the service of payment processing only in such E-shops of the Merchant and only by such website addresses (URL) which have been provided in the Project submitted by the Merchant and confirmed by Paysera. If any amendments of the indicated information appear in the confirmed Project, the Merchant has to inform Paysera thereof immediately, and the amendments of the Project are submitted and confirmed according to the same procedure as the Project itself.

7. Paysera provides the service of online payment processing from Buyers only on the condition that the Merchant, who aims to use at least one method of payment processing from Buyers, in all cases commits to install and use also the method of payment processing via the Paysera account. If the Merchant does not comply with the requirements of this clause, other methods of payment processing shall be turned off within 14 (fourteen) business days after sending the notification to the Merchant. If violations of this clause recur, the provision of services can be terminated without a notice.

8. The Supplement “Online Payment Processing by Payment Cards” is additionally applied to the Merchant who wants to use the service of payment processing via credit and debit cards, and they shall comply with all of the requirements of the aforementioned Supplement.

9. In case the Merchant is a business, by agreeing to the conditions of this Supplement, the Merchant confirms that the person who acts on behalf of the Merchant has all the necessary powers to order this service in the name of the business. The Merchant obligates to provide all the documents necessary to confirm such powers at the request of Paysera.

Price and Payment procedure

10. The pricing for online payment processing is provided here. The Merchant confirms that they have learned the pricing and terms of payment processing, payment transfers, and all the Paysera services that are applied to and are relevant for them.

11. The amount (commission fee) that belongs to Paysera shall be automatically deducted after the Merchant receives a payment. If the commission fee has not been deducted during the transaction, Paysera has the right to deduct the commission fee later. The commission fee is calculated in cents and rounded up.

12. The Merchant undertakes not to apply any additional fee when Buyers choose to pay the Merchant via the System and not via other payment systems, also not to set any additional limitations which might discriminate against Buyers when settling via the System, as well as payment methods offered via the System.

13. Paysera shall accept from the Buyer the amount of money indicated in the payment order (document) and automatically inform the Merchant's information system about the completed payment. The System also informs Buyers about pending orders. The Merchant, under their choice, can refuse this feature.

14. Paysera informs and the Merchant confirms that they understand that for certain payment methods (e.g. payment initiation service) information about a successful payment of the Buyer means only a confirmation that the Buyer has completed the payment, but not a confirmation that the payment has been received. Paysera does not guarantee that the Buyer will not cancel the payment later and the funds will be credited to the account of the Merchant. When providing services or selling goods without receiving the payment (or when the payment is under reserve according to the conditions of the present supplement), the Merchant operates at their own risk. The Merchant may choose to receive information about a received payment only after the funds are credited to their account.

15. Paysera credits amounts that belong to the Merchant for their goods and services to the Merchant's Paysera Account opened according to the conditions of the General agreement.

16. Under a separate request from the Merchant and the consent from Paysera, Paysera can provide the Merchant with a possibility to choose for all funds credited to the Account to be converted into one currency automatically.

17. 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.

18. The Merchant shall ensure that sold goods and/or services will not be subject to additional fees because the System is used for payment.

19. 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 the Merchant’s request, shall be sent by email to the email provided 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 No. 780 from 29 May 2002. Upon the Merchant’s request to receive a written statement signed and stamped by Paysera, a fee set by Paysera shall be applied.

20. Paysera stores copies of payment orders for at least 6 (six) months, but not longer than determined by the applicable legislation.

Refunds

21. If a payment accepted in favour of the Merchant has to be returned to the Buyer, Paysera refunds all or a part of the amount to the Buyer at the request of the Merchant, written or submitted in the System. A refund is carried out in the same way as the payment has been performed (refunds in cash are not available). A commission fee applied to the Merchant for the acceptance of such payment is not returned to the Merchant. Before making a refund to the Buyer, the commission fee of the refund service shall be indicated in the System.

22. In the event that the payment accepted in favour of the Merchant has been performed in an unauthorised manner (theft of Payment instruments, Passwords, or any other cases when the payment is deemed to be unauthorised) and money has been irreversibly deducted from Paysera, Paysera has the right to deduct the same amount of money from the Merchant, and the Merchant shall immediately transfer the amount deducted by Paysera and reimburse Paysera all costs and expenses incurred due to such unauthorised payments. Paysera shall not assume the risk and be liable for the damage caused due to unauthorised payments performed through third systems. If the Merchant does not have a sufficient amount of collected funds in the System to reimburse the incurred loss, the Merchant shall transfer the required amount of money to the bank account specified by Paysera within 7 (seven) calendar days after receipt of the notice. Paysera shall inform the Client about each such case by an individual notice via email.

23. Depending on the Project category and payment method, Paysera has the right to set an amount of funds which shall be held on the Paysera account of the Merchant (a payment reserve) to ensure the requirements of payers imposed on the Merchant, arising out of disputes, may be met. The amount of the reserve is set for each Merchant individually, depending on the following circumstances:

23.1. the Merchant completely terminates their business or a major part of their business;

23.2. the Merchant essentially changes their business model;

23.3. the activity carried out by the Merchant is of significant risk in comparison to the activity of other Merchants providing analogous services;

23.4. the Merchant's general financial situation has changed;

23.5. the Merchant becomes insolvent or for other reasons cannot repay debts in time;

23.6. Paysera at its own discretion reasonably considers that the Merchant cannot fulfil the obligations under the General agreement and this Supplement;

23.7. Paysera receives many complaints from Buyers concerning the payment processing service under this agreement, requests for refunds, and unauthorised payment reports. Many shall be deemed as over 2% of all payment operations executed in favour of the Merchant.

24. The Parties can discuss the amount and period of holding the reserve under a separate agreement.

25. Paysera can apply a temporary hold of payment funds received to the Paysera account of the Merchant. The standard percentage and term of such a hold is given here. The term and percentage can be changed by notifying the Merchant thereof 30 calendar days in advance. If the Buyer cancels the payment or Paysera does not receive the funds for other reasons, Paysera deducts the held amount from the account of the Merchant.

Technical integration of services

26. The Merchant, who aims to use the service of online payment processing described in this Supplement, undertakes to link their system with that of Paysera in accordance with instructions provided by Paysera here.

27. The Merchant understands and agrees that incorrect integration may evoke additional loadings of the System which are undesirable and unacceptable; therefore, the Merchant shall ensure the connection is performed strictly according to the instructions.

28. 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 the Integration instructions and informs the Merchant thereof, the Merchant has to update the connection of the systems on their side at their own expense in 90 (ninety) days since the day of the notice. Required changes on the Merchant’s side shall be performed at their own expense.

Confirmations and agreements of the Parties

29. The Merchant commits to always inform Buyers that the System will be used to perform payments.

30. If specific personal data of a Buyer is required in order for the Merchant to execute their activity (e.g. national ID number), and the Merchant has ordered the specific Buyer data transmission service, Paysera ensures that the Buyer will able to authorise payment only provided they have agreed for the data required by the Merchant to be transmitted to the Merchant.

31. The Merchant is prohibited to use logotypes of banks or other payment systems without the written consent of their owners, except when the owners of the systems do not require such consent.

32. If logotypes, names, or other information of banks or other payment systems are used on the Merchant’s website, this data shall be transmitted from the Paysera System in order for the data to comply with the requirements set out by the data holder. The Merchant undertakes to track changes in the payment service provider’s logotype, name, or other information and update such data on their website within 1 (one) month since the relevant changes have occurred.

33. The Merchant's registration in the System means their confirmation and guarantee to Buyers that they will operate honestly and their actions meet the interests of Paysera, the Merchant, and the Buyer. The Merchant is responsible for the content on their e-shop websites. The Merchant also undertakes to provide services and sell goods to Buyers in a professional and timely manner.

34. The Merchant confirms that they have all the necessary ownership rights to sell goods and/or services and ensures that the System will not be used by third persons not entitled to use the System.

35. The Merchant ensures that all actions of the Merchant related to the execution of the Agreement, as well as goods sold and/or services provided will comply with the law of the Republic of Lithuania and the state, where the goods are sold and the services are provided. The Merchant shall bear liability for all consequences arising out of failure to observe these obligations.

36. 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 the 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 (e.g. when the payment was not cancelled or other actions were not executed). If the other party (Buyer) of the transaction carried out by the Merchant does not complete the transaction, it is considered a debt of the Buyer or another violation of liabilities against the Merchant. Paysera does not guarantee the identity of the Buyer either.

37. Paysera, when providing payment services, processes the personal data of the Buyers, as payers, under the requirements set forth by the Law on Legal Protection of Personal Data of the Republic of Lithuania and the EU General Data Protection Regulation. The principles of personal data processing are governed by the Privacy Policy.

38. The personal data of the Buyers not included into the category of personal data specified in clause 37 of the Agreement is processed in accordance with the Personal Data Processing Agreement concluded between the Merchant and Paysera.

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

40. The Merchant, using Paysera services for business or professional needs, is recommended to place a “Trust Badge” on the Merchant's website during the Agreement validity period along with a reference to the System, following the instructions given here.

41. 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 descriptions from the System without a separate warning and without indicating reasons for such deletion.

42. The Merchant undertakes to inform Paysera about any changes, including information related to the Merchant's (business client represented by them) legal status, type of activity, authorised persons with the right of signature, internet address, and other information, which can significantly affect the execution of the General Agreement and this Supplement, immediately, but no later than 5 (five) business days prior to such changes. The Merchant is responsible for all consequences arising out of improper execution of the obligations and failure to provide the aforementioned information on time.

43. The Merchant shall immediately inform Paysera about any circumstances, owing to which harm to information systems and/or the execution of the agreement has been caused or could have been caused, also provide other information that may be necessary for the proper execution of the agreement.

Prohibited activities

44. The prohibited activities are indicated in Section 9 of the General Agreement.

45. The Merchant, when accepting online payments, is also prohibited to:

45.1. accept payments in an unregulated and/or unsupervised virtual currency;

45.2. indicate the incorrect price of goods or services or not to indicate the whole price;

45.3. advertise using SPAM (e.g. send a lot of emails, Skype and ICQ messages, or advertise using other internet communication tools).

45.4. providing a comparison of payment method prices to the Buyer.

46. The Merchant is obliged to ensure that the services provided or goods sold by them meet and do not violate the legislation of a specific country where the services are provided or goods are sold, and they have all the necessary permits and/or licences to carry out the respective activity.

47. 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 the legislation of a specific country, and Paysera has incurred losses for this reason (e.g. fines have been imposed, explanations have been required, an account has been closed), 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.

48. If it becomes apparent (e.g. it is publicly announced) that the Merchant is unable or will be unable to provide services to the Buyer (e.g. is bankrupt), Paysera has the right to suspend the service of collection of payments and/or payment of collected payments (up to 180 days) for the Merchant, leaving the possibility to return funds to Buyers via the System. This clause is not applied if the Merchant presents documents to the Buyer which confirm the Merchant's ability to provide services to the Buyer.

49. 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 freeze (reserve) payments collected on behalf of the Merchant for up to 180 (one hundred and eighty) days, terminate contractual relationships and refuse to provide services in the future at any time, if it becomes apparent that:

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

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

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

49.4. if the percentage of “fraud” payments accepted in favour of the Merchant exceeds 5 % (five per cent) in number or amount. “Fraud” payments include payments made using illegally managed payment instruments and/or money and unauthorised payments;

49.5. the Merchant, violating the established procedure, uses the service of payment processing on website addresses (URL) which have not been indicated in the Merchant's Project or its amendments and have not been confirmed by Paysera;

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

50. Paysera shall inform the Merchant about the limitation of the provision of services immediately (in one hour). The Merchant shall be informed about the possibility to return the funds in 2 (two) business days from the suspension of the provision of services.

51. To protect Merchants, Clients, and Buyers from internet fraud, Paysera always tries to objectively and expeditiously assess the current situation of the Merchant and the Buyer, and take respective protection measures. In case of a conflict and to prevent possible criminal activities, Paysera retains a right to stop the provision of services and/or payment of money. Such right is never exercised when a complaint is received regarding the Merchant who successfully operates for a long time and uses Paysera services because such Merchants usually solve all misunderstandings directly with the Client. To check if the story provided by the Merchant or the Buyer is true, Paysera retains the right to request additional proof of identity and undertaken activity. If the situation cannot be solved through dialogue and if there is a reasonable suspicion of possible fraud, all dispute and contract information is delivered to law enforcement authorities and provision of services and payment of money is suspended.

52. The purpose of the 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

53. 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 involved 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 and maintenance and repair works planned, which can have an impact on the Merchant's provision of services or sale of goods to Buyers.

Liability

54. Liability of the Parties is determined by the conditions of the General agreement.

Disputes between Merchants and Buyers

55. Paysera examines disputes between the Merchant and the Buyer related to the goods sold by the Merchant when the dispute satisfies all conditions mentioned below:

55.1. when the Buyer pays for the Merchant's goods via the System;

55.2. when the whole price of goods is paid;

55.3. when the goods are not delivered or something entirely different from what the Buyer has expected is delivered (for example, a videotape is delivered instead of a DVD; delivered goods are not new, though they have been advertised as new; the number of goods does not match; the goods have been damaged during transportation, etc.). Goods shall be considered suitable if the Merchant has indicated the deficiencies of the goods to the Buyer in advance.

56. Paysera does not examine disputes under cases set forth in this Supplement if the dispute arises:

56.1. when the Buyer pays for provided services and everything else that is intangible;

56.2. when paying for real estate, vehicles, securities, artworks, and antiques.

57. Before contacting Paysera, the Buyer shall contact the Merchant directly.

58. The Merchant shall respond expeditiously (not later than within one business day) to requests of Buyers which have been submitted to the Merchant using the contact data indicated on the Account of the Merchant.

59. If the Buyer fails to resolve a dispute with the Merchant directly, the dispute shall be resolved by Paysera. In order for Paysera to start settling the dispute, the Buyer shall:

59.1. fill in a required form on the Account or send a notification to Paysera to the email address support@paysera.com not later than within 30 (thirty) days after the day of payment for the goods. If the dispute originates due to undelivered goods, such request has to be filled in not earlier than 7 (seven) days after expiration of the term of delivery;

59.2. submit all available information and documents which will be requested by Paysera not later than 3 (three) days after the request from Paysera. Paysera may also request evidence that the Buyer has returned the goods to the Merchant.

60. After Paysera receives a request and additional information from the Buyer, Paysera contacts the Merchant with a request to provide explanations and evidence of the proper performance of obligations. The Merchant commits to provide to Paysera all available information and documents requested not later than in 3 (three) days upon the request of Paysera.

61. After Paysera evaluates all collected information and data, it makes a decision in favour of the Buyer or the Merchant. As Paysera is neither a court nor an arbitration tribunal, the decision is taken following Paysera criteria which correspond to the requirements of reasonableness and honesty. Paysera's decision does not have to coincide with the decision of the court which shall settle the dispute later in case the Buyer or the Merchant take the dispute to the court. Paysera has the right to refuse to make a decision due to a lack of information or other important reasons.

62. When settling the dispute, Paysera has the right to withhold the amount under dispute on the Paysera Account of the Merchant.

63. In case Paysera makes a decision in favour of the Buyer, Paysera has the right to oblige the Merchant to return the relevant amount of money and delivery costs to the Buyer (or Paysera transfers the Merchant's funds to the Buyer, if the Merchant's funds have been withheld during the dispute settlement), and oblige the Buyer to return the goods to the Merchant at the Merchant's cost.

64. The decision of Paysera for the Buyer and the Merchant is of recommendatory nature. The Buyer and the Merchant undertake to operate honestly and observe the decision of Paysera.

65. The present Supplement specifies the requirements of the direct service provider to the direct users of the services – Merchants - to which the Merchant undertakes to adhere. In case the direct service provider imposes liability on Paysera due to a breach of the Merchant’s duties, the Merchant shall reimburse all the related direct and indirect damages.

66. Provisions of this Supplement regulating the examination of the dispute between Buyers and Merchants do not deprive the Buyer and the Merchant of the right to apply to a court or other competent institution for the protection of their violated rights.

Agreement History

Online Payment Processing via E-banking and Other Systems agreement version before 27.10.2020