

Payment Collection from Buyers via the Internet

Basic Concepts

General Agreement – General payment service agreement, applied to the Merchant.

Merchant – a Client of the Paysera System who sells goods and services and uses one or more services of payment collection for Merchants indicated in the System and provided by Paysera.

(*Explanation: When provisions of the General payment service 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).

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

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

General Provisions

1. The service of payment collection via the Internet provides the Merchant with an opportunity to collect payments from Buyers using Paysera account, electronic banking systems specified in the System, credit and debit cards specified in the System, Payment tools issued by Paysera and other means specified by the System.
2. Using this service, all conditions of the General agreement and additional conditions laid down in this Supplement are applied to the Merchant. Concepts of this Supplement are used in the meaning indicated in the General agreement.
3. Payment collection methods are provided here. Specific payment collection methods are selected by the Merchant on his/ her Account when submitting the Project. If specific personal data of a Buyer is required in order for the Merchant to execute his/ her activity (e.g. personal ID number), the Merchant shall inform Paysera thereof and order the specific Buyer data transmission service. The Merchant ensures that s/he has the right to collect such data and processes them in line with the requirements set forth by legal acts. Paysera has the right to refuse to provide specific Buyer personal data, if it violates personal data protection requirements.
4. In order to use this service, the Merchant shall submit to Paysera his/ her Project and other documents required by Paysera.

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

6. Paysera starts providing the service after the Project of the Merchant is confirmed by Paysera and the Merchant performs integration in accordance with the integration instructions provided by Paysera. The Merchant can use the service of payment collection only in those E-shops of the Merchant and only by website addresses (URL) which have been provided in the Project submitted by the Merchant and confirmed by Paysera. In the event of amendments to the confirmed Project, the Merchant shall inform Paysera thereof immediately, and the amendments to the Project shall be submitted and confirmed according to the same procedure as the Project itself.

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

8. The Supplement "Collection of Payments via the Internet by Payment Cards" is additionally applied to the Merchant who wants to use the service of payment collection via credit and debit cards, and the Merchant shall comply with all of the requirements of the aforementioned Supplement.

9. In case the Merchant is a legal person, 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 legal person. The Merchant obligates to provide all the documents necessary to confirm such powers at the request of Paysera.

Price and Settlement Procedure

10. Prices of payment collection via the Internet are provided here. The Merchant confirms that has carefully studied the prices and terms payment collection, payment transfers and all the Paysera services that are applied to and relevant for the Merchant.

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 operation, Paysera has the right to deduct the commission fee later. The commission fee is calculated in cents, rounded to the upper half.

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 additional limitations which might discriminate Buyers when settling via the System, as well as payment methods offered via the System.

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

14. Paysera informs and the Merchant confirms that s/he understands that for certain payment methods (e.g. payment initiation service) information about a successful payment of the Buyer means only confirmation that the Buyer has completed the payment, but does not confirm the payment receipt. 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 conditions of the present supplement), the Merchant operates at his/ her own risk. The Merchant may choose to receive information about received payment only after funds are credited to his/ her account.

15. Paysera credits amounts for goods and services that belong to the Merchant to the Paysera Account of the Merchant, opened in accordance with the conditions of the General agreement.

16. Under a separate request by the Merchant and a consent by Paysera, Paysera can provide the Merchant with a possibility to choose 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 an 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 ensures that the Buyer will not be charged extra for buying goods/ services through the System.

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 a Merchant's request, shall be sent by 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 May 29, 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 not less than 6 (six) months, but not longer than it is determined by the applicable legislation.

Refunds

21. If a payment accepted in favor 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 of the payment accepted in favor 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. In dependence 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 requirements of payers imposed on the Merchant, arising out of disputes. The amount of the reserve is set for each Merchant individually in dependence on the following circumstances:

23.1. the Merchant completely terminates his/ her business or a major part of the business;

23.2. the Merchant essentially changes his/ her business model;

23.3. the activity carried out by the Merchant is of a significant risk in comparison to 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 fulfill the obligations under the General agreement and this Supplement;

23.7. Paysera receives many complains from Buyers concerning the payment collection service under this agreement, requests for refunds, unauthorised payment reports. Many shall be deemed over 2% of all payment operations executed in favor 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. Standard percentage and term of such hold is given here. The terms 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 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 payment collection via the Internet described in this Supplement, undertakes to link his/ her 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 to be 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 Integration instructions and informs the Merchant thereof, the Merchant has to update the connection of the systems on his/ her side at his/ her own expense in 90 (ninety) days since the day of the notice. Required changes on the Merchant's side shall be performed at his/ her 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 his/ her activity (e.g. personal ID number), and the Merchant has ordered the specific Buyer data transmission service, Paysera ensures that the Buyer will be able to authorise a payment only provided s/he has agreed for the data required by the Merchant to be transmitted to the Merchant.

31. The Merchant is prohibited from using the logos of banks and other payment systems without the written consent of the owners of these systems, except where the owners of such systems do not require a consent.

32. If names or other information of banks or other payment systems are used on the Merchant's website, these 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 logo, name or other information and update such data on his/her website within 1 (one) month since the relevant changes have occurred.

33. The Merchant's registration in the System means his /her confirmation and guarantee to Buyers that s/he will operate honestly and his/ her actions meet the interests of Paysera, the Merchant and the Buyer. The Merchant is responsible for the content on his /her website. The Merchant also undertakes to provide services and sell goods to Buyers in a quality and timely manner.

34. The Merchant confirms that s/he has 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 of the System.

35. The Merchant ensures that all actions of the Merchant related to 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 provision of services. Paysera also does not guarantee that the other party of the transaction formed by the Merchant (the Buyer) will fulfill the transaction

(e.g. when the payment was not canceled 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. The Parties (the Merchant and Paysera) undertake to ensure the proper application of organizational and technical means intended for protection of personal data of Buyers from accidental or illegal destruction, replacement, disclosure or other illegal processing as it is established by applicable legal acts.

38. The personal data of the Buyers, as payers, is processed 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 Privacy Policy.

39. The Parties (the Merchant and Paysera) commit not to store the identification data of Payment tools of Buyers, ensure the confidentiality of identification data of 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 Parties (the Merchant and Paysera) undertake not to require additional data of Buyers, including identification tools used by the Buyers in performing transactions through e-banking systems. Buyers must provide only information, which is necessary to deliver goods or provide services.

41. The Merchant, using Paysera services for business or professional needs, is recommended to place a "Label of Quality and Reliability" on the Merchant's website during the Agreement validity period along with the reference to the System, following the instructions given here.

42. The Merchant agrees for his/ her logo and descriptions of services and/or goods 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 the deletion.

43. The Merchant undertakes to inform Paysera about any changes, including information related to the Merchant's (legal person's represented by him/ her) 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 not 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.

44. 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

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

46. Accepting payments via the Internet, the Merchant is also prohibited from:

46.1. accepting payments in an unregulated and/or unsupervised virtual currency;

46.2. indicating incorrect prices for goods or services or not indicating the whole price;

46.3. advertising by SPAM (e.g. sending large amount of messages via email, Skype and ICQ or other internet communication tools);

46.4. providing a comparison of payment method prices to a Buyer.

47. The Merchant is obliged to ensure that the services provided or goods sold by him/ her meet and do not violate the legislation of a specific country where the services are provided or goods are sold, and he/she has all the necessary permits and/or licenses to carry out the respective activity.

48. In case it turns out that the Merchant has not complied with or violated the obligations to perform the prohibited activities indicated in the Supplement, or his/ her activity has not complied with or violated the legislation of a specific country, and Paysera has incurred losses for this reason (e.g. fines imposed, explanations required, an agreement with an operator terminated), Paysera has the right to in a non-adversarial manner deduct from the account of the Merchant all expenses and losses incurred due to obligation breaches by the Merchant. If the amount of funds on the Merchant's account is insufficient to cover the expenses, the Merchant shall immediately transfer the amount of incurred losses indicated by Paysera to the account indicated by Paysera.

Suspension of Services

49. If it becomes known (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 payment collection service and/or disbursement of collected payments (for 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 to the Buyer documents confirming the ability of the Merchant to provide services to the Buyer.

50. Paysera, acting reasonably and taking into account the interests of the Merchant, has the right to limit the provision of services partially or completely without a prior warning, suspend the provision of the service described in this Supplement and/or suspend (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, in case it becomes known that:

50.1. the Merchant does not comply with or violates the requirements of the Section "Prohibited Activities" of this Supplement;

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

50.3. if the liabilities of the Merchant assumed on the basis of this Supplement are violated or a real (reasonable) threat of violation appears, or reasonable interests of Buyers may be harmed due to further provision of services;

50.4. the percentage of fraud payments accepted in favor of the Merchant in number or amount exceeds 5% (five percent). Fraud payments include unauthorised payments and payments made using payment tools and/or funds managed illegally;

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

50.6. in all the other cases set out in the General payment service agreement.

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

52. In order to protect Merchants, Clients and Buyers from online fraud, Paysera always strives to objectively and promptly assess the current situation of the Merchant and the Buyer and take appropriate security measures. Paysera reserves the right to suspend the provision of services and/or disbursement of money in the event of a conflict situation and in anticipation of allegedly criminal activity. This right is never used upon receipt of a complaint on the Merchant, who has been operating successfully and using Paysera services for a long period of time since usually any misunderstandings are resolved by such Merchants directly with the Buyer. Paysera reserves the right to ask for additional evidence of the identity and activities of the Merchant or the Buyer in order to ascertain the real situation between the Seller and the Buyer. In the event of failure to resolve the situation through dialogue or in case reasonable suspicion of potential fraud has arisen, Paysera shall transfer all information on disputes and the agreement to law enforcement authorities, and the provision of services and disbursing money collected shall be suspended.

53. The purpose of limitations set forth in this Supplement and in the General payment service agreement is to protect Paysera, Merchants, other Clients, Buyers and other third persons from possible monetary sanctions, losses and other negative consequences.

Informing about Malfunctions

54. 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 impact on the provision of Paysera services. The Merchant also undertakes to immediately inform Buyers and Paysera about technical failures, maintenance and repair works planned, which can have an impact on the Merchant's provision of services or selling of goods to Buyers.

Liability

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

Disputes between Merchants and Buyers

56. Paysera investigates disputes between the Merchant and the Buyer related to the goods sold by the Merchant in the following cases:

56.1. the Buyer settles for Merchant's goods via the System;

56.2. the whole amount for goods was paid;

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

57. Paysera does not deal with disputes under cases set forth in this Supplement, if the dispute arises:

57.1. when the Buyer settles for provided services and everything else that is intangible;

57.2. when settling for real estate, vehicles, securities, artworks and antiquarian items.

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

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

60. In case the Buyer and the Merchant fail to resolve the dispute directly, the dispute shall be settled by Paysera. In order for Paysera to start settling the dispute, the Buyer shall:

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

60.2. submit all available information and documents not later than 3 (three) days upon the request from Paysera. Paysera may also request the Buyer to provide evidence that the goods were returned to the Merchant.

61. After Paysera receives a request and additional information from the Buyer, Paysera addresses the Merchant with a request to provide explanations and evidences of 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.

62. After Paysera evaluates all collected information and data, it takes a decision in favor 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 decision does not have to coincide with the decision of 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 lack of information or other important reasons.

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

64. In case Paysera makes a decision in favor 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 Merchant's funds to the Buyer, if Merchant's funds have been withheld during the dispute settlement), and oblige the Buyer to return the goods to the Merchant at Merchant's cost.

65. 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.

66. In the present Supplement, the requirements of the direct service provider to the direct users of the services – Merchants are specified, 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.

67. Provisions of this Supplement, regulating settlement of disputes between Buyers and Merchants, do not deprive the Buyer and the Merchant of the right to apply to court or other competent institution for protection of the violated rights.