

# Paysera POS System Tool Service Agreement

## 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** – 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.

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

## 3. Prices of Services and the Payment Procedure

6. The amounts payable by the Service Recipient are paid according to the submitted invoice, or, if possible, deducted from their electronic money account in the Paysera system. Payments for the Service are subject to the rules provided in the General Payment Services Agreement.

7. The scope of services, prices and package options are available on the Paysera website.

8. Collected payments are credited to the account specified by the Service Recipient.

## 4. 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, the Service Provider shall not be responsible for operational disruptions or the 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 three months ago. The Service Provider 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, mobile or stationary device with an installed application (Android OS or iOS), printer.

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 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:

9.5.1. The Service Provider has the right to suspend the provision of the Service until the circumstances of the violation are clarified and all related threats are eliminated.

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

10. Liabilities of the Service Provider:

10.1. Paysera provides timely and proper access to the Services specified in Clause 1 of the Agreement.

10.2. Paysera ensures the restoration of virtual cash register operation within 72 hours from receiving information about the system failure, provided that the failure is not related to a disruption in the services of the tax administration.

11. The Service Provider shall not be liable for:

11.1. Client's abuse upon discovering an error in the tax administrator's subsystem and the resulting consequences against any persons.

11.2. Improper operation of devices and/or systems provided by third parties, even in cases where the Service Provider has recommended the use of such devices and/or systems.

11.3. Data entered into the system by the Service Recipient, regardless of whether this data was entered by the client or its authorised persons, including data entered by the Service Provider when such entry is made upon request of the Service Recipient.

11.4. Service operation in cases where the Service Recipient refuses to use certain model and manufacturer devices and/or software proposed by the Service Provider.

11.5. Any client activity carried out using the Service.

## Responsibilities of the Parties

12. The Party that has failed to fulfil or improperly fulfilled the liabilities under the Agreement shall be liable to indemnify the other Party for damages resulting therefrom.

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

## Validity and termination of the Agreement

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

