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Payment Processing via Operators

Definitions

General Agreement – General Payment Services Agreement, applied to the Merchant.

Operator – an economic entity providing electronic communication services and holding the appropriate licence to execute this activity in accordance with the legislation applicable in the country of the Operator. The list of operators involved by Paysera for the provision of services is provided on the System website.

Merchant – a 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 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 – 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 the means indicated in the System.

Keyword – a unique combination of letters and numbers sent by the Buyer to a short number in order to receive a specific service or product from the Merchant.

Rate – a specific price for one SMS message, call, or connection to a WAP website.

Short number – telephone number that belongs to the Operator, and which Buyers use to pay for the goods and services provided by the Merchant.

General provisions

1. The service of payment processing via Operator is designed for Merchants and enables Merchants to accept payments from Buyers via services provided by Operators – SMS messages and WAP payments.

2. When using this service, all conditions of the General Agreement and additional conditions laid down in this Supplement are applied to the Merchant. Terms in this Supplement are used in the meaning indicated in the General Agreement.

3. The peculiarity of payment processing via Operators is that the Buyer pays for goods and services provided by the Merchant to the Operator, but funds that belong to the Merchant are paid by Paysera.

4. In order to use this service, the Merchant shall submit to Paysera their 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 an 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.

7. In case the Merchant is a business, by agreeing to the conditions of this Supplement, the Merchant confirms that they have all the necessary powers to order this service on behalf of the business.

Price and Settlement Procedure

8. Prices of payment processing via the Operators and payout terms by countries are provided here. The Merchant confirms that they have carefully studied the prices and terms of payment processing, payment transfers, and all the Paysera services that are applied to and relevant for the Merchant.

9. Settlement between Paysera and the Merchant is coordinated in accordance with the data of provided services submitted by Operators. The coordination is performed by Paysera unilaterally. If data submitted by Operators in monthly report differs from the data that had been provided during the month, the final amount shall be recalculated in accordance with the monthly report of Operators. Paysera draws attention that such discrepancies in data (especially that of amounts paid by Buyers to Operators) may occur not due to the fault of Paysera, but due to certain technical malfunctions or insolvency of subscribers of an Operator (stolen SIM card used, subscriber not settled with an Operator, etc.), and other reasons. Paysera does not take the liability for such discrepancies, but if possible undertakes to find out the reason for the discrepancies.

10. Paysera pays out the funds that belong to the Merchant only provided Paysera receives a corresponding payment from Operators and/or mediators who have the obligation to transfer funds received from Operators to Paysera. The funds belonging to the Merchant are paid in proportion to the amount received by Paysera from Operators and/or mediators.

11. In case an invoice provided by the Operator will differ from an invoice for a previous period provided by the System, the data provided by the Operator shall be deemed correct. If prior to provision of such information from the Operator Paysera has already made payments for the benefit of the Merchant, and after the revision of information by the Operator it becomes known that a part of the paid out amount must be refunded, Paysera has the right to deduct the funds from the Paysera account of the Merchant. If the amount of funds on the Merchant's Paysera account is insufficient to cover the remaining amount of the refund, the Merchant shall refund the amount to Paysera within 7 (seven) calendar days.

12. Paysera shall settle with the Merchant in accordance with generated invoices within the term determined for each country which payments have been received from (terms are given by every country and are visible next to the Keywords and payout percentages here).

13. Paysera credits amounts that belong to the Merchant to the Merchant's Paysera Account opened according to the conditions of the General agreement.

14. The Parties agree that upon the occurrence of fund payout conditions selected in the Account by the Merchant, Paysera shall automatically generate an invoice for the amount to be paid and upload it to the Account of the Merchant. When the Merchant logs in to the Account, they shall enter the series and number of

the invoice. The Merchant commits to print such invoice and include it in their accounting.

15. In case the Merchant fails to fill in the series and number of the invoice within 15 (fifteen) days from the notification of the Merchant about the generated invoice, the System shall use the default series and number provided by the System.

16. If the Operator does not pay VAT tax, Paysera automatically generates a VAT invoice where the VAT tax is indicated. In such case an invoice with the VAT tax, which is paid by Paysera, is generated for the Merchant, they shall appropriately declare and pay the VAT tax.

Liabilities of the Merchant

17. In the Account, the Merchant shall select a Short number provided by the System, which will be used by Buyers for calls or messages to settle for the Merchant's goods or services. The Merchant may also select a website address where Buyers can settle for and receive products or services provided by the Merchant.

18. The Merchant commits to provide Buyers with accurate and correct Short numbers provided to the Merchant by Paysera.

19. The Merchant undertakes to cooperate with Buyers appropriately and provide them with information on goods and services which have been ordered via SMS messages or other means.

20. The Merchant undertakes not to create Keywords identical or similar to those used by other popular web pages for the same Short codes. The amount of SMS messages with a specific Keyword received by mistake should not exceed 20% of all received SMS messages. Otherwise it is considered that the Keyword is too similar and the Merchant shall change it immediately. If the Merchant does not change the Keyword in 14 (fourteen) days after the Merchant has been informed by email about the necessity to change the Keyword, Paysera shall suspend the provision of the service to the Merchant until the Merchant changes the Keyword.

21. Certain Keywords will be activated only after the Merchant or Keyword verification procedure is performed or after a certain period of time. The System shall inform the Merchant about the necessity to perform the verification procedure or about the period of time necessary for activating the Keyword.

22. Creation of certain Keywords may be charged additionally. The Merchant shall be informed about additional charges and prices applied by the System.

23. The Merchant commits to provide Paysera with the Project and description of services for each Keyword in an Acceptable language and the official language of the country where it will be used. Such description shall be provided in the Project description before creating a Keyword. If the Client fails to provide the description of the service, the Keyword shall not be created or activated, or shall shortly be removed.

24. The Merchant ensures that the information about the provision of their services and sale of goods will be saved. The Merchant shall provide to Paysera all the information in their possession about the place and type of service or product purchased by the Buyer by sending a particular SMS message, making a call, or logging to a WAP web page, provided by Paysera and received by the Merchant, which was performed no earlier than 6 (six) months prior to the day of the query receipt. The information shall be provided not later than within 1 (one) working day upon Paysera sending the request via email.

25. Due to security considerations, a certain monthly limit to one mobile phone number is applied. In case the limit is exceeded, the service shall not be provided to the Buyer, and the Merchant shall not receive the payment. The Merchant shall automatically be informed about the limit and the critical point reached by the Buyer via email or in another way selected in the Merchant's Account.

Refunds

26. In case Paysera receives a notice from the Operator about fraudulent actions executed by Buyers, such SMS messages, calls or logins into WAP web pages shall be cancelled. The Merchant shall be notified thereof and the paid out funds shall be deducted from the Paysera account or newly received income immediately after Paysera receives a notice on cancellation. If the amount of funds is insufficient, the Merchant shall refund them within 7 (seven) calendar days.

27. If the Merchant receives an SMS through the Buyer's mistake (by entering a wrong Keyword) and the Merchant cannot provide a service to the Buyer due to the wrong SMS message format, such SMS message shall be cancelled and the service under the SMS message shall be provided to the Buyer or the cost of the SMS message shall be if possible covered by Paysera.

Technical Integration of Services

28. The Merchant using the payment processing service via Operators commits to link their system with that of Paysera in accordance with Paysera instructions, provided here (If functioning of the service is related to services automatically provided in a certain system, for example for radio stations to receive requests or congratulations, linking is not obligatory).

29. The Merchant understands and agrees that incorrect integration may evoke additional loadings of the System, that are undesirable and unacceptable, hence the Merchant must ensure the correct (according to the instructions) realisation of the integration.

30. 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 from 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

31. The Merchant's registration in the System means confirmation and guarantee of the Merchant to Buyers that they will operate honestly and their actions meet the interests of Paysera, the Merchant, and the Buyer. The Merchant also undertakes to provide services and sell goods to Buyers in a quality and timely manner.

32. 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.

33. 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 fulfil the transaction (e.g. when in order to complete the transaction other actions than just payment for goods or services have to be performed). Paysera does not guarantee the identity of the Buyer either.

34. The Parties (the Merchant and Paysera) undertake to ensure the proper application of organisational and technical means intended for the protection of personal data of Buyers from accidental or illegal destruction, replacement, disclosure, or other illegal processing as established by applicable legal acts.

35. Paysera, in 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.

36. The personal data of the Buyers not included into the category of personal data specified in clause 35 of the Agreement is processed in accordance with the Personal Data Processing Agreement concluded between the Merchant and Paysera.

37. 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 the reference to the System, following the instructions given here.

38. Paysera provides the Merchant using Paysera services for business and professional needs with the opportunity to advertise the Merchant and their services or goods in the System free of charge during the Agreement validity period. Paysera has the right to delete such advertisements from the System without a separate warning or indicating reasons.

39. The Merchant agrees for their 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.

40. The Merchant undertakes to within 5 (five) working days inform Paysera about any changes, including information related to the Merchant's (business clients represented by them) legal status, type of activity, authorised persons with the right of signature and other information which can significantly affect the execution of the General Agreement and this Supplement. The Merchant is responsible for all consequences arising out of improper execution of the obligations and failure to provide the aforementioned information on time.

Prohibited Activities

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

42. Accepting payments via SMS messages, the Merchant is also prohibited from:

42.1. indicating the incorrect price of an SMS message or not indicating it at all;

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

43. 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 sold.

44. In case it turns out that the Merchant has not complied with or violated the restrictions to perform the 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 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.

Informing about Malfunctions

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

Liability of the Parties

46. Liability of the Parties is determined by the conditions of the General Agreement.

47. 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 alleged 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 of money collected shall be suspended.

Agreement History

Payment Processing via Operators agreement version before 27/10/2020