Last updated: 03/2021

Delivery Terms and Conditions

1. Definitions

1.1.**General agreement** – the General Payment Services Agreement, the terms and conditions of which are applicable to the Sender.

1.2. **E-shop** – a website of the Merchant where the Merchant sells goods and which the Merchant indicated in the KYC questionnaire.

1.3. **Recipient** – the recipient of the goods or services sold by the Merchant (Sender); the Buyer whom the Merchant (Sender), using the Delivery Service, indicates as the Parcel Recipient.

1.4. **List of non-compensated items** – a list of items individually approved by the Courier which the Courier acknowledges as being improper for shipping by using their services, and does not take any further actions for protecting such items; therefore the Sender, when sending such items, accepts the full risk of damage to these items.

1.5. **Package** – one unit (an envelope, box, roll, pallet, etc.) of properly packaged and labelled items.

1.6. **Parcel**– the package sent from one Sender to one Recipient; a Parcel registered for shipping in the Paysera system of the Sender, which depending on the shipping method selected by the Sender is delivered to the Recipient's address indicated on the Parcel by handing over the Parcel to the Recipient personally upon signed acknowledgement, to the postal office, or the pickup point of parcels or the Self-service parcel terminal.

1.7. **Sender** – the client of the Paysera system; the Merchant who has a Project confirmed in the Paysera system and who has ordered the Delivery Service and uses it only for commercial purposes.

1.8. **Shipping document (manifest)** – a consignment note, accompanying document, manifest, or other electronic document issued by Paysera or the Courier according to which the Parcel is transferred and accepted by the Courier, and on the basis of which Parcel shipping is executed.

1.9. **Self-service parcel terminal or Parcel locker** – any self-service parcel terminal where Parcels can be picked up.

1.10. **Delivery Service** – a parcel forwarding service provided to the Sender under the present Terms and Conditions, on the basis of which Paysera, acting as a forwarder and employing the Courier, allows the Sender to order parcel delivery services of the selected Courier in the Paysera system.

1.11. **System** – a software solution of Paysera used for provision of Paysera services.

1.12. **Terms and Conditions** – an agreement between the Sender and Paysera regarding the Delivery Service.

1.13. **Courier** – a courier service selected by the Sender in the Paysera system for Parcel shipping who actually executes Parcel shipping by picking up parcels from the Sender and delivering them to the Recipient.

2. General provisions

2.1. The Delivery Service allows the Sender to order the Parcel delivery by the selected method through the selected Courier in the Paysera system. Paysera, acting as a forwarder under the present Terms and Conditions, shall fully transfer the information to the Courier about the Parcel delivery ordered by the Sender and order the execution of this service.

2.2. Under the present Terms and Conditions, the Sender confirms that they are aware that Paysera, when providing the Delivery Service, acts as a forwarder and cooperates with Couriers, and that the actual Parcel shipping, i.e. pick-up from the Sender, distribution, shipping, and delivery to the Recipient, is done by the Courier selected by the Sender under the terms and conditions of their services.

2.3. The Delivery Service can be provided only to clients of the Paysera system who have ordered the Delivery Service. The Sender shall use this service only for commercial purposes and not use it for personal, family, or household needs.

2.4. Each time when using the Delivery Service, the Sender must follow the present Terms and Conditions and the Rules on packaging/shipping parcels of the selected Courier and other documents, links to which are provided on the Paysera page.

3. Ordering and technical integration of the Delivery Service

3.1. The Sender, seeking to use the Delivery Service, orders this service in the Paysera system and concludes an electronic agreement with Paysera after reading the present Terms and Conditions and expressing their consent to follow them.

3.2. The Sender, seeking to use the Delivery Service may have to perform the technical integration or install the software according to instructions provided by Paysera. All methods of use of the Paysera Delivery Service, their descriptions, and instructions are available here.

3.3. The Sender understands and agrees that incorrect technical integration can evoke additional loading of the System that cannot be accepted; therefore, they have to guarantee that the technical integration will be performed strictly according to the instructions.

3.4. Paysera is free to change the technical solution for integration of the Delivery Service at any time. The notice about any such changes which require corrections in the software of the Sender shall be made at least 60 days in advance. The Sender understands that after Paysera changes the integration instructions and informs the Sender thereof, the Sender has to make the required changes in the technical integration on their side within 90 days from the day of the notice. Required changes on the Sender's side shall be made at the Sender's expense.

4. Placing, editing, and cancelling the Parcel delivery order

4.1. The Sender selects the Courier in the Paysera system and, depending on the nature of the services provided by the Courier, also selects a possible method of Parcel delivery.

4.2. The Sender shall register the Parcel for delivery in the Paysera system themselves and shall be fully liable for the accuracy and correctness of the provided data.

4.3. The Sender, when filling in the Parcel delivery order form in the Paysera system, must indicate all details which are required to be submitted when filling in the Parcel delivery order form. If the Sender fails to provide the full required information, Paysera shall have a right to refuse to confirm such Parcel delivery order.

4.4. The Sender, when filling in the Parcel delivery order form in the Paysera system, shall properly select the dimensions and weight of the Parcel.

4.5. The Sender, until the moment when the Parcel delivery order is confirmed in the Paysera system as indicated in clause 4.6 of the Terms and Conditions, shall have a right to, without any additional fees, edit the information provided when ordering the Parcel delivery, changing the Courier, delivery method, or dimensions and weight of the Parcel, or cancel the Parcel delivery order.

4.6. The Parcel delivery order is complete and cannot be cancelled from the moment when the Sender confirms the Parcel delivery order in the Paysera system and the Parcel delivery document is generated and/or the pick-up service of the Courier is ordered.

4.7. If the Sender wants to change the conditions or cancel the Delivery Service after the Parcel delivery order is confirmed in the Paysera system as indicated in clause 4.6 of the Terms and Conditions, the service provision to the Sender will depend on the terms of provision of the selected Courier’s services and may be subject to an additional fee. The Sender shall contact Paysera Client Support regarding the performance of these actions.

4.8. A special Delivery label is generated in the Paysera system according to the data and Parcel parameters provided by the Sender, which the Sender shall attach to the Parcel before handing it over to the Courier in accordance with the Rules on packaging the Parcel of the respective Courier.

5. Requirements for contents and packaging of the parcel

5.1. Under the present Terms and Conditions, the Sender confirms that they know that every Courier has confirmed individual lists of prohibited items, is familiar with them and undertakes to follow the requirements for delivering prohibited items established by the selected Courier.

5.2. The Sender shall accept full responsibility for the contents of the Parcel sent, its correspondence to the requirements of the selected Courier and legal acts and shall compensate any expenses of the Parcel delivery breaching the requirements of prohibited items incurred by the Courier and/or Paysera.

5.3. Having determined that the Parcel contains prohibited items, regardless if the Courier accepted such Parcel from the Sender for delivery, the Parcel delivery price is not refunded to the Sender.

5.4. The Courier, throughout the Parcel delivery, after determining that the Parcel contains prohibited items, shall have a right to, without prior notification of the Sender, at the Sender’s expense and without the right of the Sender to demand any compensation of expenses or damage, undertake the following actions:

5.4.1. refuse to accept the Parcel from the Sender;

5.4.2. refuse to continue the Parcel delivery;

5.4.3. return the Parcel to the Sender;

5.4.4. store the Parcel after the Sender determines the deadline for picking up the Parcel;

5.4.5. destroy the Parcel;

5.4.6. apply to the respective public authorities;

5.4.7. perform other actions that are necessary to reduce (eliminate) the risk related to the contents of the delivered Parcel.

5.5. The Sender confirms that they know that every Courier may have confirmed individual lists of non-compensated items, is familiar with them and shall meet the Courier’s requirements. When shipping Parcels, the Courier presumes that the Parcel does not contain any non-compensated items and shall not take any additional measures to protect the Parcel from damage. Thus, by sending non-compensated items, the Sender accepts the risk of damage to these items and no damages are compensated for them.

5.6. The Sender shall transfer only the Parcels that are properly packaged and prepared for delivery, which do not exceed the maximum dimensions and weight of the Parcel, depending on the method of Parcel delivery, for delivery by the Courier.

5.7. The package of the Parcel must be adapted to the shape, weight, and type of items and terms of shipping. Every Parcel must be packaged in such a way that its contents would not be damaged when shipping the Parcel, that the Parcel would not affect the employee’s health, the Courier’s equipment, or other Parcels.

5.8. Under the present Terms and Conditions, the Sender confirms that they know that every Courier has confirmed individual Rules on packaging parcels, has read them, and shall follow the requirements for Parcel packaging set by the Courier.

5.9. The Sender accepts full responsibility for proper packaging of the Parcel and all duties related to the packaging of the Parcel and non-performance or improper performance of requirements for parcel packaging set by the Courier. Any claim of the Sender for damages, the reason for which was improper and/or insufficient packaging, shall be rejected as unfounded. The Sender also accepts full responsibility if at any stage of provision of the parcel delivery service another Parcel is damaged in relation to the Sender’s Parcel and shall compensate the damage done to the Courier, their assets, or senders of other parcels and/or their assets.

5.10. The Sender, before handing the Parcel over to the Courier, must attach the Delivery label generated in the Paysera system onto the Parcel which must be properly attached, legible, undamaged, not covered by packaging.

5.11. The Courier shall have a right not to accept a Parcel from the Sender which is not properly packaged or labelled with the Delivery label. If the Courier notices shortcomings in the Parcel packaging after accepting the Parcel, the Courier shall have a right to return the Parcel to the Sender. In these cases, delivery expenses are not returned to the Sender.

5.12. If the Courier at any point of the Parcel delivery determines that the Sender submitted incorrect data of the Parcel (Parcel dimensions, weight and volume, etc.), the Parcel delivery price is recalculated at the Courier’s discretion according to the actual weight or volume, whichever is bigger, determined by the Courier, or the Parcel is returned to the Sender. The Sender must cover the difference of the Parcel delivery price, as indicated in clause 7.3 of the Terms and Conditions, or the Parcel return fee.

6. Process of Parcel delivery

6.1. Pick-up of the Parcel:

6.1.1. After confirming the Sender’s Parcel delivery order in the Paysera system as specified in clause 4.6 of the Terms and Conditions, the Parcel is considered transferred for execution by the Courier.

6.1.2. The time limits for picking up parcels from the Sender depend on the terms of service provision of the Courier selected by the Sender and are available here.

6.1.3. The Courier shall have a right to postpone the deadline specified in clause 7.1.2 of the Terms and Conditions for one business day without notifying the Sender thereof in advance.

6.1.4. If the Courier does not arrive to pick up the Parcel from the Sender under the terms established in the Terms and Conditions, the Sender must contact Paysera Client Support for clarification of such circumstances.

6.1.5. The Courier, under the terms specified in clause 6.1.2 of the Terms and Conditions, picks up Parcels from the Sender's location specified in the Parcel delivery order. The Sender shall, before the arrival of the Courier, properly pack the parcels, prepare them for delivery, and have the documents required for delivery ready. The Courier, having arrived at the Sender's location for picking up the Parcel shall not stay longer than 15 minutes due to the Sender's fault.

6.1.6. If the Courier arrives at the Sender's location to pick up the Parcel, but the Sender does not make it possible to do so, or the Courier is forced to wait longer than 15 minutes due to the Sender's fault, the Courier shall have a right to refuse to accept the Parcel from the Sender, or the Sender may be subject to an additional fee. Under the above circumstances, and if the Courier refuses to accept the Parcel from the Sender, the Parcel delivery expenses shall not be reimbursed to the Sender.

6.1.7. The Sender shall submit the Shipping documents for signing when the Courier accepts the Parcel, with one copy remaining for the Sender and another for the Courier. When accepting the parcel the Courier shall have a right to enter comments in the Shipping documents about labelling and numbering, the condition of the Parcel, shipping conditions, and other relevant data. If the Sender disagrees with the comments and refuses to sign them, the Courier shall have a right to refuse to accept the Parcel. In this case, the Parcel delivery price is not returned to the Sender. The Sender shall upon Paysera's request submit the Shipping documents confirming the acceptance of the Parcel.

6.2. Shipping, tracking, and delivery of parcels:

6.2.1. The Sender is informed and agrees that the Parcel shipping is executed according to the Courier's Rules on the shipping of parcels. The Sender shall exercise all duties set for the sender (client) in accordance with the Courier's Rules on the shipping of parcels.

6.2.2. The Sender agrees that the Parcel can be freely inspected by the competent public authorities. As a result, the Sender agrees and does not oppose and shall not make any claim to Paysera and/or the Courier, including monetary claims, if the competent public authorities, services, or other institutions will open and/or inspect any Parcel.

6.2.3. Delivery times of Parcels depend on the Courier selected by the Sender and the type of Parcel delivery and are available here by selecting the respective Courier. The set Parcel delivery times can be extended for up to 3 (three) business days without separate notification to the Sender and/or the Recipient.

6.2.4. The Sender shall contact the Courier directly on all issues related to the progress of the Parcel delivery to the Recipient according to the contact details indicated by the Courier.

6.2.5. When accepting the Parcel the Recipient must inspect the condition of the Parcel together with the Courier. If the Parcel is damaged, when accepting the Parcel it must be indicated in the delivery document, and in case it is picked up at a Parcel locker, the Recipient must immediately take a photo of the Parcel at the Parcel locker and contact Paysera and/or the Courier. If this is not done, it is considered that the Parcel was delivered to the Recipient in order and the Recipient does not have any complaints. If the Recipient signs any consignment notes or other Parcel delivery documents, the Parcel is considered to have been transferred even though other consignment notes regarding the same Parcel are not signed by the Recipient.

6.2.6. If the Courier could not deliver the Parcel to the Recipient the first time due to no fault of the Courier, the Courier can try delivering the Parcel once again to the Recipient. When ordering certain services, repeated attempt to deliver the Parcel may be subject to additional fees. If the delivery of the Parcel fails, the Parcel is returned to the Sender and the Parcel delivery fee is not refunded.

7. Price and payment procedure

7.1. The Parcel delivery price depends on the selected Courier of the Sender and the type of service and is depicted in the Paysera system before the Sender confirms the Parcel delivery order. This service amount is reserved on the Sender's Paysera account until the day of the invoice.

7.2. The Sender confirms that they know that the service price specified in clause 7.1 of the Terms and Conditions may differ from the service price indicated in the invoice made to the Sender due to its recalculation in case of application of clause 5.12 of the Terms and Conditions, and also on the basis of the Additional fees specified on the Paysera website or the calculations provided by the Courier (the invoice received by Paysera from the Courier after delivery of the Parcel). The exact service price is provided to the Sender in the invoice made to Paysera for the services provided during the previous month.

7.3. The Sender shall also cover all additional expenses incurred by Paysera due to circumstances specified in the present Terms and Conditions or the Courier's rules, including but not limited to fees that the Courier or the public authorities may estimate and apply during the Paysera Parcel delivery according to their fees (estimates), and which have not been included in the Parcel delivery price or during the order of additional services.

7.4. The invoice for Delivery Services provided to the Sender during the previous calendar month, including all additional fees or recalculation of the service price is provided in the Sender's Paysera account before the 15th of the current month. Paysera, in accordance with the price of services provided to the Sender indicated in the invoice, shall automatically deduct the respective amount from any Paysera account of the Sender. If the balance on the Sender's Paysera account is insufficient for invoice payment, the Sender shall top up the Paysera account with the required amount for payment of the invoice not later than within 10 calendar days.

7.5. If the Sender does not pay Paysera the remuneration for the provided services in due time, they shall pay Paysera a 0,05% penalty for each day overdue at the demand of Paysera.

8. Liability of the Parties

8.1. Paysera shall only be responsible for non-performance or improper performance of such obligations which Paysera implements personally and the execution of which depends on the will of Paysera. Paysera shall only compensate direct material damage. Indirect losses incurred by the Sender, including the loss of income or profit and non-material damage, including the tarnishment of reputation shall not be compensated.

8.2. The Sender is informed and agrees that the pick-up, distribution, shipping, and delivery of the Parcel to the Recipient is executed through the Courier selected by the Sender and that provision of these services is done according to the rules of service provision of the Courier which are mandatory to the Sender. The Sender shall prepare claims and requirements regarding the Courier's services on the basis of the rules of service provision of the Courier at their own effort and from their own funds, and address them to the Courier.

8.3. Paysera shall cooperate with the Sender by forwarding the claims made by the Sender, specified in clause 8.2, to the Courier and the responses received from the Courier regarding the progress of examination of claims if the deadlines specified in clause 9.2 and 9.3 of the Terms and Conditions are met. The Sender is informed and

agrees that Paysera through its own resources and own funds shall not take any additional actions of protecting the Sender’s interests not specified in this clause.

8.4. If the Courier recovers the Sender’s claim, Paysera shall transfer the amount recovered by the Courier to the Sender’s Paysera account not later than within 10 (ten) days from receipt of such amount from the Courier.

8.5. In all cases, Paysera and/or the Courier shall be responsible only for the damage incurred by the Sender and shall not be responsible for any losses that may be incurred by third parties. Paysera shall also not contact and accept any claims from the Recipient, and all claims must be submitted on behalf of the Sender.

8.6. The Sender shall have a right to make a claim against the Courier only regarding the services provided by the Courier and only in the following cases:

8.6.1. the Parcel is lost;

8.6.2. the Parcel is damaged or impaired in another way (such shortcomings must be detected and recorded when accepting the Parcel as specified in clause 6.2.5 of the Terms and Conditions; the Courier shall not accept any obligations regarding the damage of the Parcel or its part if at the moment of accepting the Parcel this was not recorded in the Shipping documents).

8.7. The present Terms and Conditions restricts the Sender’s right to apply for reimbursement of damage under the following circumstances:

8.7.1. lost or damaged Prohibited items;

8.7.2. damaged Non-compensated items;

8.7.3. the Parcel cannot be delivered due to the fault of the Recipient;

8.7.4. damage was incurred due to inaccurate, erroneous, or insufficient data of the Parcel delivery order;

8.7.5. damage was done because the Sender breached the requirements for the package, labelling, or contents of the Parcel provided for in the Terms and Conditions and/or the rules of the selected Courier;

8.7.6. damage occurred due to natural features of the sent items (goods) due to which they were completely or partly lost or damaged: crashed, rusty, crumbled, broken, frozen, overheated;

8.7.7. the Recipient at the moment of delivery of the Parcel did not enter comments in the Shipping documents about the damage to the package or the Parcel, the Recipient accepted the parcel and/or signed that they have received it (from the moment of accepting the Parcel full risk of accidental loss or damage of items in the Parcel passes to the Recipient);

8.7.8. At the moment of picking up the Parcel from the Parcel self-service terminal (parcel locker), the Recipient failed to take a photo of the Parcel and did not contact Paysera or the Courier regarding the identified shortcomings of the Parcel;

8.7.9. The Sender, within time limits established in clauses 9.1–9.3 of the Terms and Conditions, has not provided a written claim;

8.7.10. public authorities seized or detained the Sender’s Parcel;

8.7.11. The Parcel was lost, damaged due to the Sender’s fault, negligence, or the Parcel’s contents;

8.7.12. in other cases when the Parcel was lost or damaged due to the Sender’s fault.

8.8. The Sender shall have a right to demand compensation only for direct material damage. Indirect losses incurred by the Sender, including the loss of income or profit and non-material damage, including deterioration of reputation, shall not be compensated. The Courier’s responsibility may be restricted according to the procedure provided for in legal acts.

8.9. The Sender shall compensate all losses and/or damages incurred by Paysera according to claims made to Paysera by the Courier, public authorities, or third parties, including, but not limited to, invoices, due to actions or omission of the Sender when using the Delivery Service.

8.10. The Sender shall be liable for the contents of the Parcel, proper preparation of the Parcel and Shipping documents, proper packaging and labelling of the Parcel, intentional or negligent handing over of the Parcel containing Prohibited items, and compliance with other provisions of the Terms and Conditions and the rules of the selected Courier. The Sender compensates Paysera and third parties for the damage and additional costs (court, storage, destruction, and other costs) incurred due to non-compliance with these requirements, regardless of the country where this occurred.

8.11. The Sender accepts the risk of damage to Non-compensated items.

9. Submission and processing of claims and disputes

9.1. The Sender shall submit any claims related to the provision of Paysera services, as indicated in clause 8.1 of the Terms and Conditions, in writing to Paysera not later than within 30 days from the day of occurrence of the contested circumstances.

9.2. The Sender shall submit a claim regarding the services provided by the Courier, as provided for in clause 8.2 of the Terms and Conditions, to the Courier within the time limits set by them and specified on the Paysera website by completing an e-claim form.

9.3. Since the Sender’s claims to the Courier are made through the mediation of Paysera, as indicated in clause 8.3 of the Terms and Conditions, the Sender must take into consideration the fact that Paysera shall forward the Sender’s claim received on a business day within business hours to the Courier within 1 (one) business day from the day of receiving the claim (claims received outside business hours or business days shall be considered received on the next business day following the receipt of the claim). Taking it into account, the Sender accepts full responsibility for submission of the claim to Paysera in due time so that, taking into account the time limits for forwarding the claim, the deadline, indicated in clause 9.2 of the Terms and Conditions, for making a claim to the Courier would be met.

9.4. If within the time limits indicated in clauses 9.1–9.3 of the Terms and Conditions the claim is not made, it is considered that all duties and services under the present Terms and Conditions were executed and/or provided properly by Paysera and/or the Courier, and the Parcel delivery order was executed fully and in a high-quality manner and the Sender refuses to make any claims regarding the provision of Services in the future.

9.5. Claims submitted after the deadlines established in clauses 9.1–9.3 of the Terms and Conditions shall not be examined.

9.6. All claims must be sent by email: pagalba@paysera.lt.

10. Processing of personal data

10.1. Paysera shall process the Sender’s personal data and the Recipient’s personal data transferred by the Sender for the purposes of execution of the present Terms and Conditions.

10.2. The Seller shall be liable for the proper information of the Recipient and, if required, for receipt of valid consent regarding the transfer of their personal data to Paysera and the Courier.

10.3. Paysera for ensuring the security of processed personal data applies technical and organisational data security measures.

10.4. Paysera shall process the personal data received on the basis of the present Terms and Conditions, if there is no other legal basis for their processing, for 10 (ten) years since the day of their receipt.

11. Amendments to the Terms and Conditions

11.1. Paysera reserves the right, at its sole discretion, to modify this Terms and Conditions at any time by publishing an updated version of the Terms and Conditions on the website. An amended or updated version of this Terms and Conditions shall take effect upon its publishing on the website.

11.2. The Seller is also aware that the Courier may unilaterally change rules at any time related to the provision of the Courier’s services which are mandatory for the Sender.

11.3. If the Sender after a respective change of the Terms and Conditions or the rules of service provision of the Courier continues to use the Delivery Service, it is considered that the Sender agreed with a new version of the Terms and Conditions and/or the rules of the Courier and accepted the changes. Considering that, the Sender shall read the updated version of the Terms and Conditions and/or the rules of the Courier before placing the Parcel delivery order, and, if they disagree with the new conditions of service provision, not to place the Parcel delivery order.

11.4. Paysera shall have a right to unilaterally change the prices of services specified on the Paysera website, after notifying the Sender about changes in fees not later than within 30 calendar days before the new fees become applicable. If the Sender disagrees with the changed service fees, they shall have a right to unilaterally terminate the present Terms and Conditions according to the time limits specified in clause 12.2 of the Terms and Conditions. If the Sender does not terminate the Terms and Conditions before new fees become valid it is considered that the Sender agrees with the new fees and they are applied from the specified day of fees. To avoid doubts, the valid and applicable service price is the price published on the Paysera website at the moment when the Sender submits the Parcel delivery order.

12. Validity and termination of the Terms and Conditions

12.1. The present Terms and Conditions comes into force when the Sender enters into the present Terms and Conditions with Paysera electronically and is valid for an unlimited time.

12.2. The present Terms and Conditions may be terminated by one of the Parties notifying the other Party in writing 5 business days in advance.

12.3. If the Sender is late to settle with Paysera according to the present Terms and Conditions for more than 30 calendar days, Paysera may terminate the Terms and Conditions with the Sender by notifying them 1 calendar day in advance.

12.4. Termination of the Terms and Conditions shall not eliminate the Sender’s duty to fully settle for the services provided until the moment of termination of the Terms and Conditions.