

Supplementary Terms and Conditions for the Use of POS Terminals

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1. Relationship to the General Terms and Conditions and Purchase via Authorised Partners

These Supplementary Terms and Conditions for POS terminals (card readers) supplement the General Terms and Conditions of Payrex AG in their currently applicable version. Unless these Supplementary POS Terms and Conditions contain a conflicting provision, the General Terms and Conditions apply without restriction.

In the event of a conflict between these Supplementary POS Terms and Conditions and the General Terms and Conditions, the provisions of these Supplementary POS Terms and Conditions shall prevail regarding the use of POS terminals and the associated hardware, software, and support services.

Purchase via Authorised Partners:

If the Merchant does not purchase the POS terminal, the application software, or related service subscriptions directly from Payrex, but through an authorised partner of Payrex, the agreements between the Merchant and the respective partner shall apply primarily to commercial, operational, and contractual aspects (in particular regarding pricing, invoicing, ownership and rental terms of devices, promotions, logistics, first-level support, and return obligations).

In addition, and for all technical, operational, security-related, and data protection provisions (in particular software protection, updates, remote management, prohibition of tampering, limitations of liability, and usage restrictions), these Supplementary POS Terms and Conditions apply unconditionally and directly between Payrex and the Merchant.

2. Services and Provision by Payrex

Payrex provides the Merchant—directly or in cooperation with partners—with the technical infrastructure for in-person payment acceptance (Point of Sale / POS):

- **Collaboration with Established Partners:** Payrex, in cooperation with carefully selected acquiring, software, and hardware partners, provides the infrastructure required to securely process cashless payments at physical points of sale (POS).
- **Omnichannel Dashboard:** All transactions flow in real time into the Merchant's central dashboard. POS payments are clearly identified. This ensures separate reporting and consolidated evaluation of online and offline sales in one central place.
- **Onboarding and Support:** Onboarding assistance and ongoing technical support are provided—depending on the chosen procurement model—either directly by Payrex or by the respective partner.
- **Operational and Diagnostic Data:** To ensure operational continuity, security, technical support, troubleshooting, and regulatory compliance, Payrex is entitled to collect, transmit, and process technical device, connection, configuration, and diagnostic data

of the terminals. Processing is carried out in accordance with Payrex's applicable Privacy Policy.

3. Mandatory Software-as-a-Service (SaaS) Subscription

An active Software-as-a-Service (SaaS) subscription—directly with Payrex or with the respective partner—is mandatory for the commissioning and operation of the card reader. This subscription governs the use of the software as well as the applicable transaction terms and pricing conditions.

- **Service Models:** The use of the infrastructure requires—regardless of whether the terminal is purchased or rented—the existence of a valid subscription (fee-based or free of charge) or service agreement. The scope of services is determined by the selected model according to the current price list of Payrex or the agreements with the partner.
- **Service Entitlement:** If the required subscription expires, ceases to exist, is terminated, deactivated, or suspended (e.g., as a result of payment default), the operation of the terminal will be fully or partially suspended by remote access. Reactivation will only take place after an active subscription has been restored.
- **Additional Costs for Rental:** Where applicable, monthly hardware rental fees apply in addition to the fees for the respective subscription.

4. Technology, Software Protection and Updates

- **Compliance with Third-Party Requirements:** The Merchant acknowledges that the operation of the POS terminals depends on technical services provided by third parties (including terminal operating systems, acquiring platforms, and network operators). Payrex shall ensure that such platforms comply with applicable industry standards. In return, the Merchant agrees to comply with the applicable technical usage requirements and licensing terms of these partners in order not to jeopardise the authorised operation of the POS terminals. The most recent versions of the applicable terms and conditions are available from the respective providers:
 - [NAKA CH Sagl](#)
 - [Newland Payment Technology](#)
 - [wherever SIM GmbH](#)
 - [Phoebus Tecnologia](#)
- **Centralised Update Management and Software Integrity:** Payrex shall maintain the terminal software through regular remote over-the-air (OTA) updates to ensure continued compliance with applicable international security standards (including, but not limited to, PCI DSS). The software installed on the POS terminals is licensed to the Merchant solely for its intended use. The Merchant shall not copy, modify, decompile, disassemble, reverse engineer, or otherwise analyse the software. Individual software components may not be separated from the system or installed on other hardware. Any breach of these provisions shall entitle Payrex to terminate the service with immediate effect and without any obligation to provide compensation.
- **Prohibition of Hardware and Firmware Modifications:** The Merchant shall not open, modify, tamper with, repair, or otherwise interfere with any POS terminal or its components, nor install any unauthorised software, firmware, or hardware

components. All maintenance and repair work may only be carried out by Payrex or by service providers expressly authorised by Payrex. Any violation may result in the immediate suspension or deactivation of the affected terminal.

- **Remote Management and Security Measures:** The Merchant acknowledges and agrees that Payrex is entitled to remotely manage POS terminals where required for security, compliance, maintenance, technical support, or regulatory purposes. Such remote management may include configuration changes, software and security updates, diagnostics, remote restarts, functional restrictions, and the temporary or permanent deactivation of individual devices or specific functionalities.

5. Logistics, Inspection and Operational Readiness

Pre-configuration of the hardware takes place prior to dispatch by Payrex or the partner. For transport and local operation, the following provisions apply:

- **Location Verification and Terminal Allocation:** Every intended deployment location must undergo mandatory prior verification by Payrex.
- **Purchase via Platform Partners:** If ordering, delivery, shipping, or provision of the terminal takes place via a platform partner, delivery terms, delivery dates, deadlines, shipping costs, default of acceptance, and the procedures for defect notifications are governed exclusively by the agreements and provisions of the respective platform partner. In such cases, Payrex assumes no liability for delivery delays, transport damage, or delivery errors caused by the partner.
- **Delivery by Payrex:** If shipping is handled directly by Payrex, the following applies:
 - **Delivery Dates and Failure to Accept Delivery:** While Payrex will use reasonable efforts to comply with the indicated delivery schedules, delivery dates are non-binding and are not guaranteed. The Merchant is obliged to accept delivery of the goods. Where delivery cannot be completed for reasons attributable to the Merchant and a repeat delivery becomes necessary, the Merchant shall bear all additional costs incurred.
 - **Shipment and Transfer of Risk:** POS terminals are delivered fully configured and ready for operation from Payrex's warehouse in Switzerland. Risk of loss, theft, or damage passes to the Merchant upon handover of the goods to the carrier (typically Swiss Post), irrespective of whether the POS terminal has been purchased or rented. Accordingly, the Merchant bears the transportation risk. Where the packaging is demonstrably damaged upon delivery, Payrex will assist the Merchant in pursuing claims against the carrier and, following deactivation of the affected device, will arrange for a replacement terminal.
 - **Inspection Obligation:** Upon receipt, the Merchant shall immediately inspect the POS terminal and all accessories (including cables and power adapters) for completeness and proper functionality. Any defects, shortages, or transport damage must be reported to Payrex in writing within five (5) Business Days of delivery. Failing such notification, the goods shall be deemed accepted.
- **Reporting of Security Incidents:** Any loss, theft, suspected tampering, or unauthorised use of a terminal must be reported immediately upon becoming aware of it to Payrex or the partner. The Merchant shall assist Payrex or the partner in investigating such incidents and take all reasonable measures to minimise damage.
- **On-Site Infrastructure:** The Merchant is solely responsible for ensuring that the local operating environment is suitable for the use of the POS terminal, including a stable power supply, adequate mobile network coverage, or a functioning Wi-Fi connection.

Payrex shall not be liable for service interruptions or operational failures resulting from deficiencies in the Merchant's local infrastructure.

- **Standalone Refunds (Unlinked Refunds):** If refunds are executed via a terminal that have no direct connection to a previously processed revenue transaction, stricter security and risk provisions shall apply:
 - The feature for executing standalone refunds is enabled exclusively upon explicit request by the Merchant and following prior individual review and approval by Payrex. There is no entitlement to activation.
 - Payrex reserves the right to establish amount, time, or volume-based limits for standalone refunds at any time and adjust them as needed.
 - The Merchant shall bear sole and unlimited responsibility and liability for all payouts initiated through this feature. This includes, without limitation, losses resulting from employee fraud, unauthorised use of the terminal by third parties, or processing errors.
 - The Merchant shall ensure at all times that sufficient payout funds are available within the Merchant's Payrex account to cover all refunds processed through this feature. Should the use of the feature result in a negative account balance, the Merchant shall immediately reimburse the outstanding amount.
 - Payrex reserves the right to suspend or deactivate this feature remotely and without prior notice where there are indications of misuse, unusual transaction patterns, or insufficient account balances.

6. Place of Use, Mobility and Hardware Lifecycle

The security of payment processing is linked to the authorised deployment location of the POS terminal.

- **Fixed Locations:** Where a POS terminal is registered for use at a fixed business location, it may not be relocated to another location without the prior written consent of Payrex. This restriction serves fraud prevention and ensures compliance with applicable security standards.
- **Mobile Use and Events:** POS terminals expressly rented for mobile use (including trade fairs, markets, exhibitions, and pop-up stores) may be used throughout Switzerland. When not in use, the Merchant shall ensure that the terminal is stored securely in a locked room or locked container.
- **Transfer and Use by Third Parties:** The card reader may not be transferred, rented, leased, subleased, or permanently operated or used by third parties without the prior written consent of Payrex or the platform partner. In all cases, the Merchant remains responsible for the contractual use of the card reader. Payrex is entitled to temporarily or permanently deactivate the card reader or individual features in the event of a breach of this provision.
- **Export Restriction:** The operation of POS terminals outside the Merchant's country of domicile is strictly prohibited unless expressly authorised in writing by Payrex. Any breach of this provision shall render the Merchant liable for all resulting costs, including roaming charges and regulatory penalties. Payrex reserves the right to remotely deactivate the terminal with immediate effect.
- **Guaranteed Hardware Lifecycle:** In the event of changes to global security standards or the manufacturer's decision to end software support for a model (End of Life):

- Rented devices will be proactively replaced with a compliant, modern successor model.
- Owners of purchased devices will be informed early regarding the upcoming migration and may contact their respective contractual partner (Payrex or platform partner) regarding acquisition costs.

7. Unattended POS (Self-Service and Automated Terminals)

At unattended locations, stricter conditions apply for the protection of the infrastructure due to the increased risk of tampering:

- **Mandatory Installation Requirements and Liability:** The Merchant shall be solely responsible for ensuring that the POS terminal is professionally installed and securely integrated into the relevant system in a manner that protects it against theft and tampering. The terminal must be installed so as to provide effective protection against vandalism, weather conditions (including moisture and excessive heat), and theft. The manufacturer's installation instructions constitute the minimum technical standard. The selection and implementation of additional security measures, including protective housings and anchoring systems, shall remain the sole responsibility of the Merchant. The Merchant shall be fully liable for any damage to or loss of the POS terminal resulting from inadequate installation or installation that is susceptible to tampering.
- **Daily Inspection Obligation (Skimming Prevention):** The Merchant is obliged to physically inspect the unattended POS device on a daily basis. Particular attention must be given to foreign attachments on the card slot, tampered keypads, or concealed cameras. At the slightest suspicion of tampering, the Merchant must immediately take the device out of service (disconnect power/network) and inform Payrex or the partner without delay to initiate a remote lock.
- **Compensation for Total Loss (Rental Terminals Only):** In the event of theft, loss, or irreparable damage to a rented device (e.g., through vandalism):
 - If the rental agreement was concluded directly with Payrex, the Merchant owes Payrex the full replacement value of the terminal according to Payrex's currently applicable price list.
 - If the rented device was procured via a platform partner, obligations, liability limits, and damage claims in the event of total loss are governed exclusively by the contractual provisions of the respective platform partner.

8. SIM Cards and Connectivity

The SIM card supplied by Payrex provides the encrypted mobile data connection required for operation of the POS terminal.

- **Permitted Use and Prohibition of Misuse:** The supplied SIM card may be used exclusively for the transmission of transaction data within the designated POS terminal. Removal of the SIM card or its use in any third-party device, including smartphones, routers, or other communication equipment, is strictly prohibited.
- **Consequences of Misuse:** Any use of the SIM card contrary to these Terms shall result in its automatic deactivation. The Merchant shall be liable for all resulting data usage charges, roaming charges, and other costs incurred. In addition, the Merchant shall pay Payrex a contractual penalty (liquidated administrative fee) of **CHF 500** for

each individual violation. Payrex reserves the right to claim compensation for any additional damages exceeding this amount.

- **Network Availability:** Payrex selects its mobile network partners based on the objective of providing the broadest possible network coverage. As mobile data transmission depends on third-party telecommunications providers, Payrex does not warrant the continuous availability, quality, or transmission speed of the mobile network. Temporary network interruptions or reduced connectivity shall not entitle the Merchant to any reduction of rental fees or other compensation.

9. Rental, Warranty and Return of Hardware

If the devices were purchased via a partner, the billing models, payment conditions, withholdings, as well as consequences of payment default are governed exclusively by the agreed provisions of the respective platform partner.

For devices purchased and processed directly via Payrex, the following applies:

- **Ownership:** Hardware sold by Payrex shall remain the property of Payrex until all outstanding payment obligations have been settled in full. Payrex reserves the right to register its retention of title where permitted by applicable law. All rented POS terminals shall remain the exclusive property of Payrex at all times.
- **Free Replacement in the Event of Technical Defects (Rental Terminals):** If a rented POS terminal develops a technical defect or ceases to function during the contractual term due to normal wear and tear, ageing, or an inherent material or manufacturing defect (and not due to any fault of the Merchant), Payrex shall, at its own expense, repair the device or promptly provide the Merchant with a replacement terminal.
- **Liability for Merchant-Caused Damage:** Where damage exceeds normal wear and tear and results from improper handling by the Merchant, including, without limitation, cracked displays, liquid damage, mechanical destruction, or housing damage resulting from improper installation, the Merchant shall reimburse Payrex for the actual repair costs or, where repair is not economically feasible, the full replacement value of the affected terminal.
- **Exclusion of Liability for Technical or Thermal Defects and Consequential Loss:** In the event of unforeseeable inherent defects affecting the electronics or battery cells of a POS terminal (including overheating, short circuits, or other thermal events) that result in damage to or destruction of the device, Payrex's sole obligation in respect of rented POS terminals shall be the replacement of the affected device at no additional charge. To the fullest extent permitted by applicable law, Payrex excludes all further liability for damage to the Merchant's property (including shop fittings or equipment), loss of data, business interruption, or any indirect or consequential losses, including loss of profits arising from the unavailability of the terminal. The Merchant shall be responsible for maintaining appropriate business and property insurance to cover such risks.
- **Return Conditions:** Upon expiry of the rental period or where a terminal replacement has been agreed, the Merchant shall return the hardware to Payrex within ten (10) Business Days. The equipment must be returned in its original packaging, together with the user documentation, charging cable, power adapter, and docking station, in a clean, fully functional, and undamaged condition. The Merchant shall bear all costs and risks associated with the return shipment.

- **Missing, Incomplete or Damaged Components:** Payrex reserves the right to charge the Merchant fixed fees in accordance with its current price list for any accessories or components that are missing, incomplete, or damaged upon return.
- **Failure to Return:** If the Merchant fails to return the POS terminal or does not return it within the prescribed period, Payrex shall be entitled to invoice the Merchant for the full replacement value of the terminal in accordance with the current price list.

10. Promotions and Special Offers

For devices or licenses procured through a partner, any promotions, discounts, and special terms are governed exclusively by the provisions and agreements of the respective partner.

For devices procured directly through Payrex, the following applies:

Payrex may grant the Merchant temporary special terms as part of marketing campaigns or individual agreements. This includes, in particular, price discounts on software subscriptions, reduced rental fees, discounted or free hardware, as well as other commercial benefits.

For such special terms, the following provisions apply:

- **Priority of Promotional Terms:** The specific requirements, scope, and duration of a promotion or special term are derived from the respective offer documentation, campaign terms, or individual agreements. These supplement present Supplementary Terms and prevail in the event of conflicts regarding the respective promotion or special term.
- **Cessation of Requirements:** If the Merchant no longer meets the requirements of a promotion or special term, or if these end according to applicable conditions, Payrex is entitled to discontinue the corresponding benefits and apply standard contractual terms or—where provided—require the return of the provided hardware.
- **No Entitlement to Promotions:** The Merchant has no legal claim to the granting or extension of promotions or special terms. Payrex decides on their granting at its sole discretion within the framework of applicable conditions.

11. Billing, Payment Terms and Default

For devices procured through a partner, the terms and conditions agreed with the respective partner shall apply.

For devices procured directly through Payrex, the following applies:

- **Invoices for Fixed Charges:** Fixed charges, including hardware rental fees, Software-as-a-Service (SaaS) subscription fees, and any fixed charges relating to hardware damage or missing accessories, shall be invoiced separately. The applicable payment deadlines, the commencement of default, default interest, and reminder fees shall be governed exclusively by the corresponding provisions on payment terms and default contained in Payrex's General Terms and Conditions, as amended from time to time.
- **Right of Set-Off in the Event of Payment Default:** If an invoice relating to fixed charges or hardware damage remains unpaid after the applicable payment deadline,



Payrex shall be entitled to set off the outstanding amount against any payout balance otherwise due to the Merchant.

- **Suspension for Continued Payment Default:** If outstanding amounts cannot be recovered either through direct payment or by set-off against the Merchant's available payout balance, and the Merchant remains in payment default for more than thirty (30) days, Payrex shall be entitled to remotely deactivate the payment services and the relevant POS terminal. Reactivation shall only take place after all outstanding amounts have been paid in full and the applicable reactivation fee has been settled. In the event of continued payment default or the Merchant's insolvency or bankruptcy, the Merchant's right to use the software and hardware shall terminate immediately, and any rented POS terminals must be returned to Payrex without undue delay.