

Supplementary Terms and Conditions for the Use of POS Terminals

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1. Relationship to the General Terms and Conditions

These Supplementary Terms and Conditions for POS terminals (card readers) supplement the General Terms and Conditions of Payrexx AG, as amended from time to time. Unless expressly provided otherwise in these Supplementary POS Terms and Conditions, the General Terms and Conditions shall apply without restriction.

In the event of any 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 with respect to the use of POS terminals and the related hardware, software, and support services.

2. Services and Provision by Payrexx

Payrexx provides the Merchant with a fully operational technical infrastructure for in-person payment acceptance (Point of Sale / POS), including the following services:

- **Collaboration with Established Partners:** Payrexx, 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 are transferred to the Merchant's central Payrexx Dashboard in real time. POS transactions are clearly identified, enabling the separate presentation and consolidated analysis of both online and offline sales within a single platform.
- **Onboarding and Support:** Payrexx actively assists the Merchant with the installation and initial configuration of the POS terminals and provides ongoing technical support relating to the operation of the devices.
- **Operational and Diagnostic Data:** To ensure operational continuity, security, technical support, troubleshooting, and regulatory compliance, Payrexx is entitled to collect, transmit, and process technical device data, connection data, configuration data, and diagnostic information relating to the POS terminals. Such processing shall be carried out in accordance with Payrexx's applicable Privacy Policy and data protection requirements.

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

An appropriate Software-as-a-Service ("SaaS") subscription is mandatory for the commissioning and continued operation of any POS terminal.

- **Subscription Models:** Use of the POS infrastructure requires a valid SaaS subscription regardless of whether the POS terminal has been purchased or rented.

The scope of services is determined by the subscription plan selected by the Merchant in accordance with the current price list.

- **Suspension of Operation upon Subscription Termination:** If the required SaaS subscription expires, is terminated, cancelled, or deactivated (including as a result of payment default), operation of the POS terminal will be suspended immediately by remote access. The terminal will only be reactivated after the Merchant has subscribed to the required SaaS plan again and all applicable fees have been paid in full.
- **Additional Rental Charges:** Where the Merchant rents a POS terminal, the applicable monthly hardware rental fees shall be charged in addition to the fees for the selected SaaS 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](#)
- **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

Payrexx pre-configures the hardware before dispatch. The following provisions shall apply to transportation, delivery, and on-site operation:

- **Location Verification and Terminal Allocation:** Every intended deployment location must undergo prior verification by Payrexx before a POS terminal may be placed into operation.
- **Delivery Dates and Failure to Accept Delivery:** While Payrexx 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 Payrexx'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, Payrexx 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 Payrexx in writing within five (5) Business Days of delivery. Failing such notification, the goods shall be deemed accepted.
- **Reporting of Security Incidents:** The Merchant shall notify Payrexx immediately upon becoming aware of any loss, theft, suspected tampering, or unauthorised use of a POS terminal. The Merchant shall reasonably cooperate with Payrexx in investigating such incidents and shall take all appropriate measures to minimise any resulting 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. Payrexx shall not be liable for service interruptions or operational failures resulting from deficiencies in the Merchant's local infrastructure.
- **Use of the "Refund Deposit" Feature (Standalone Refunds):** Where Payrexx makes the "Refund Deposit" feature available to the Merchant (allowing payouts or deposit refunds directly via the POS terminal without reference to a preceding payment transaction), the following enhanced security provisions shall apply:
 - Activation of this feature is subject exclusively to Payrexx's prior review and explicit approval. The Merchant shall have no entitlement to activation.
 - 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 Payrexx 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 to, rented, leased, subleased, permanently operated by, or otherwise made available for use by any third party without the prior written consent of Payrex. The Merchant remains fully responsible towards Payrex for the contractual use of the card reader at all times. In the event of a breach of this provision, Payrex is entitled to temporarily or permanently deactivate the card reader or individual functionalities thereof.
- **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:** Where international security standards change or the manufacturer discontinues software support for a particular terminal model (End of Life):
 - For rented POS terminals, Payrex will proactively replace the affected device with a compliant successor model at no additional cost to the Merchant.
 - Owners of purchased POS terminals will be informed in advance of the required migration and may contact Payrex Support regarding the applicable replacement or upgrade options and associated acquisition costs.

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

Due to the increased risk of tampering at unattended locations, the following enhanced security requirements shall apply to protect the POS infrastructure:

- **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 shall physically inspect each unattended POS terminal on a daily basis. Particular attention shall be given to any foreign attachments on the card reader, tampered keypads, concealed cameras, or other indications of unauthorised interference. If the Merchant suspects any form of tampering, the terminal shall be taken out of service immediately by disconnecting it from the power supply and network, and Payrex shall be notified without undue delay so that the terminal can be remotely blocked.
- **Compensation for Total Loss (Rental Terminals Only):** In the event that a rented POS terminal is stolen, lost, or suffers irreparable damage as a result of vandalism, the Merchant shall reimburse Payrex for the full replacement value of the terminal in accordance with Payrex's current price list.

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

Responsibility for the condition of the POS terminals shall be allocated in accordance with the party responsible for the relevant damage or defect.

- **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

From time to time, Payrex may offer promotional campaigns or special commercial terms (including discounts on SaaS subscriptions, reduced rental fees, or complimentary rental POS terminals). The following provisions shall apply to such promotions:

- **Priority of Promotional Terms:** The specific terms and conditions of any promotion (including the duration of any discounted pricing and the automatic reversion to standard pricing upon expiry of the promotional period) shall be set out in the relevant campaign documentation or during the registration process. Such promotional terms supplement these Supplementary POS Terms and Conditions and shall prevail in the event of any inconsistency relating to the respective promotion.
- **Conditions for Complimentary POS Terminals (Free Rental Devices):** Where a POS terminal is provided to the Merchant free of charge as part of a promotional campaign, such complimentary use shall be subject to the following conditions:
 - The complimentary use of the POS terminal shall apply only for so long as the Merchant maintains a continuously active SaaS subscription and achieves the

minimum monthly transaction volume through the relevant POS terminal as specified in the applicable promotional campaign or the current price list.

- If the Merchant fails to meet the required minimum transaction volume for three (3) consecutive calendar months, Payrex shall be entitled to require the immediate return of the POS terminal.
- Alternatively, Payrex may offer the Merchant the option of continuing to use the POS terminal under a standard rental agreement at the monthly rental fee applicable under the current price list.

11. Billing, Payment Terms and Default

Billing is carried out through automated and transparent processes.

- **Automatic Deduction of Transaction Fees:** All variable transaction fees shall be deducted automatically from the daily card transaction proceeds at the time of settlement (net settlement).
- **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.