

Terms of Use – Offline Payment Transactions

Offline Payment Transactions Function

Nayax Devices may permit Offline Payment Transactions when cellular connectivity is insufficient. Transactions will be temporarily stored on the Nayax Device until network connectivity is restored.

“**Offline Payment Transaction**” means a payment transaction initiated on a Nayax Device that cannot be processed immediately due to insufficient network connectivity. In such case, the transaction data is temporarily stored on the Nayax Device and is transmitted for processing once connectivity is restored.

“**Nayax Device**” means any Nayax terminal, machine, or equipment on which the Offline Payment Transactions function is enabled.

Eligibility and Scope

Offline Payment Transactions are available only to customers who have entered into service, clearing, or other agreement(s) with Nayax. These Terms form an integral part of such agreements.

Risk of Loss

You acknowledge that:

- Any amounts subsequently declined by the card processor for any reason (e.g., chargebacks, refunds, fraud) shall be borne solely by you.
- Nayax may deduct such amounts from your net revenues or charge you separately, at NAYAX's sole discretion.

Limitations

Nayax may set technological or transactional limits for Offline Payment Transactions .

Nayax reserves the right to:

- Adjust limits in connection with Offline Payment Transactions to comply with applicable laws, regulations, and Card Schemes rules;
- Stop or limit Offline Payment Transactions to (i) protect its credit rating, or (ii) if it determines that your use creates risk to Nayax, card schemes, or third parties.
- Immediately suspend Offline Payment Transactions in case of unlawful use, agreement infringement, or violation of third party rights.

Nayax and its affiliates shall not be liable for any liability, including for direct, indirect, or consequential damages, caused to the us and our clients and/or any third party, including but not limited to loss of profits, loss of data, goodwill, business information or other, loss of business opportunity, loss of anticipated savings, goodwill, or data, or disruption of business operations, arising in any way from the use of Offline Payment Transactions or any failure thereof. You waive all claims against Nayax in this regard, and agree to indemnify and hold harmless Nayax and its affiliates from and against any claims, liabilities, damages, costs, or expenses arising out of or related to your use of Offline Payment Transactions.

Fees and Payments.

Nayax may charge additional fees for Offline Payment Transactions, as determined by Nayax from time to time. Any applicable fees will be communicated to you in advance and may be deducted from your net revenues or invoiced separately, at Nayax's discretion.

General

These Terms are an integral part of your Agreements with Nayax. Where these Terms are silent, the provisions of the existing agreements apply.

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