EFSTA Framework

Last updated: January 28, 2026

This EFSTA Framework forms an integral part of the Agreement. This EFSTA Framework sets forth additional requirements applicable when Partner distributes Products that incorporate or utilize the EFSTA System.

1. Definitions

For purposes of this EFSTA Framework, the following definitions apply in addition to those set forth in the Agreement:

   1.1. "EFSTA System" means the fiscal middleware software solution provided by efsta IT Services GmbH that enables compliance with country-specific fiscal obligations for electronic cash register systems and payment devices.

   1.2. "End Customer" means the merchant or operator who uses the Combined Products in their business operations.

   1.3. "TSE" means Technische Sicherheitseinrichtung (technical security device) as required under German fiscal regulations.

   1.4. "Fiscal Data" means all transaction data, receipts, and related information subject to fiscal reporting requirements in the applicable jurisdiction.

2. EFSTA Compliance Obligations

   2.1. Partner shall ensure that all agreements between Partner and End Customers require the End Customer to comply with the EFSTA Terms of Use and related requirements as set forth in this EFSTA Framework, with such modifications and adjustments as may be necessary to accommodate the specific Combined Products and deployment circumstances.

   2.2. Partner shall make the EFSTA Terms of Use available to End Customers and ensure End Customers explicitly accept such terms prior to activation of EFSTA-enabled Products.

   2.3. Partner shall refer End Customers to applicable third-party service terms required for EFSTA System operation, including but not limited to TSE providers and certification service providers.

3. Implementation and Configuration

   3.1. Partner shall implement the EFSTA System in Products strictly in accordance with Nayax's technical specifications and EFSTA's interface documentation.

   3.2. Partner shall ensure that communication interfaces between Products and the EFSTA System are established using EFSTA Simple Receipt (ESR) protocol as specified by Nayax.

   3.3. Partner shall ensure that timeouts, errors, or failures in communication with the EFSTA System do not block or materially delay the payment or transaction process.

   3.4. Partner shall configure Products to ensure compliance with all statutory provisions of the destination country regarding fiscal data recording and reporting.

3.5. Partner shall create End Customer accounts in the EFSTA portal (https://portal.efsta.net) or through alternative registration methods provided by Nayax.

3.6. Partner shall ensure that End Customers are informed that authorized representatives accessing EFSTA systems will be required to accept the EFSTA End User License Agreement upon first login.

3.7. Partner shall provide End Customers with necessary information and assistance for proper EFSTA System installation and configuration, and shall ensure End Customers understand their obligations under this EFSTA Framework.

4. Reporting and Record-Keeping

4.1. Partner shall maintain complete, structured, and accurate records relating to End Customer use of the EFSTA System for a period of ten (10) years following termination of the Agreement.

4.2. Partner shall provide Nayax (and through Nayax, to EFSTA) with information necessary for proper billing and compliance verification upon request.

4.3. Partner shall keep EFSTA-enabled Products information current in the EFSTA cloud portal or EFSTA ERP functions as applicable.

4.4. Partner shall notify Nayax promptly of any detected errors, suspected malfunctions, or End Customer feedback regarding the EFSTA System.

5. Restrictions and Prohibited Activities: Partner shall ensure that End Customers comply with the following restrictions and shall not:

5.1. Modify, edit, reverse engineer, disassemble, or decompile the EFSTA System or any component thereof.

5.2. Remove, obscure, or alter any copyright notices or proprietary markings on the EFSTA System.

5.3. Use the EFSTA System for any purpose other than fiscal compliance in connection with the Products.

5.4. Compete with EFSTA by developing, distributing, or using products with functionality similar to the EFSTA System that incorporate EFSTA technology or know-how.

5.5. Sublicenses or transfer rights to the EFSTA System to any third party without express written consent from Nayax and EFSTA.

6. End Customer Obligations: Partner shall inform End Customers of the following obligations and shall use commercially reasonable efforts to ensure End Customer compliance:

6.1. Proper Use and Compliance

6.1.1. End Customers shall use the EFSTA System solely for lawful fiscal compliance purposes in connection with their cash register systems or payment devices.

6.1.2. End Customers shall comply with all applicable fiscal regulations and reporting requirements in their jurisdiction.

6.1.3. End Customers shall use the EFSTA System in accordance with all documentation, specifications, and instructions provided by Nayax or EFSTA.

6.2. Data and System Access

6.2.1. End Customers shall maintain accurate and current registration information in the EFSTA portal.

6.2.2. End Customers shall ensure that any personnel granted access to EFSTA systems accept the applicable End User License Agreement.

6.2.3. End Customers acknowledge that they are solely responsible for all actions, configurations, and settings made by their authorized users within the EFSTA systems.

6.2.4. End Customers shall maintain appropriate security measures to protect EFSTA system access credentials.

6.3. Third-Party Services: Partner shall inform the End Customers that:

6.3.1. The use of the EFSTA System may require separate agreements with third-party service providers, including: TSE (Technical Security Equipment) providers; Certification service providers; Signature service providers; Cloud service providers.

6.3.2. They will be responsible for all costs associated with required third-party services.

6.4. Support and Cooperation

6.4.1. End Customers shall promptly report any errors, malfunctions, or suspected issues with the EFSTA System to Partner.

6.4.2. End Customers shall provide reasonable assistance to Partner and Nayax in diagnosing and resolving EFSTA System issues.

6.4.3. End Customers shall permit Nayax or EFSTA to contact them directly regarding EFSTA System operation if Partner fails to fulfill obligations under the Agreement.

7. Intellectual Property and Ownership

7.1. EFSTA Rights

7.1.1. Partner and End Customers acknowledge that EFSTA retains all intellectual property rights in and to the EFSTA System.

7.1.2. No rights to EFSTA source code, proprietary algorithms, or trade secrets are granted under this EFSTA Framework or the Agreement.

7.1.3. Any suggestions, improvements, or feedback regarding the EFSTA System provided by Partner or End Customers shall become the property of EFSTA without compensation.

7.2. Nayax Integration Rights

7.2.1. Nayax retains all rights to its integration of the EFSTA System into the Products.

7.2.2. Partner and End Customers receive only the limited right to use the EFSTA System as integrated into the Products in accordance with this EFSTA Framework and the Agreement.

8. Term and Termination

8.1. Term: This EFSTA Framework shall remain in effect for so long as Partner distributes Products incorporating the EFSTA System, and shall survive termination of the Agreement with respect to End Customers who continue to use EFSTA-enabled Products.

8.2. Effect of Termination

8.2.1. Upon termination of the Agreement, Partner shall cease distributing new EFSTA-enabled Products.

8.2.2. Partner shall ensure orderly transition of End Customer relationships and shall cooperate with Nayax to minimize disruption to End Customers.

8.2.3. All record-keeping and data retention obligations shall survive termination for the periods specified in this Agreement.

8.3. Direct Customer Relationships

8.3.1. Upon termination, EFSTA (through Nayax) may establish direct contractual relationships with End Customers for continued EFSTA System use.

8.3.2. Partner shall not interfere with or obstruct such direct relationships between EFSTA/Nayax and End Customers

9. Compliance and Audit Rights

9.1. Compliance Verification

9.1.1. Partner shall maintain records sufficient to demonstrate compliance with this EFSTA Framework and shall make such records available to Nayax upon reasonable request.

9.1.2. Nayax (on behalf of EFSTA) may engage independent auditors to verify Partner's compliance with EFSTA-related obligations once annually.

9.1.3. If an audit reveals underpayment of EFSTA fees by 3% or more, Partner shall reimburse the audit costs in addition to any unpaid fees and interest.

9.2. End Customer Compliance

9.2.1. Partner shall monitor End Customer compliance with EFSTA System requirements and shall report material violations to Nayax.

9.2.2. Partner shall cooperate with Nayax and EFSTA in addressing End Customer compliance issues.

10. Support qnd Assistance

10.1. Partner Support Obligations

10.1.1. Partner shall provide first-level support to End Customers for EFSTA System issues in accordance with the Service Framework of the Partner Hub.

10.1.2. Partner shall escalate unresolved EFSTA System issues to Nayax in accordance with established support procedures.

10.1.3. Partner shall maintain personnel trained and certified on EFSTA System operation and troubleshooting.

11. Country-Specific Requirements

11.1. Germany: For Products deployed in Germany incorporating EFSTA System:

11.1.1. Products must connect to certified TSE devices (hardware or cloud-based) as specified by EFSTA.

11.1.2. All fiscal data must be archived in technically audit-proof form for the prescribed retention period.

11.1.3. Products must support DSFinV-K export format and TSE .tar export as required by German fiscal authorities.

11.1.4. Automated reporting to the German fiscal reporting system must be enabled when such system becomes operational.

11.1.5. Fiscal monitoring and escalation systems must be configured to document failures and remediation processes.

11.2. Austria: For Products deployed in Austria incorporating EFSTA System:

11.2.1. Products must connect to approved signature smart cards or remote signature services from A-Trust or Prime-Sign.

11.2.2. All fiscal data must be archived for the prescribed retention period (7 or 10 years).

11.2.3. Products must support DEP §7 export format and JSON full export as required by Austrian fiscal authorities.

11.2.4. Automated creation and storage of monthly and annual receipts must be enabled.

11.2.5. Automated registration and deregistration with FinanzOnline must be configured.

11.3. Other Supported Countries

11.3.1. Partner shall consult the current list of EFSTA-supported countries at https://public.efsta.net/efr/.

11.3.2. Partner shall ensure compliance with country-specific fiscal requirements as documented by EFSTA for each deployment jurisdiction.

11.3.3. Partner shall monitor EFSTA updates regarding new country support or changes to existing country requirements.

12. GENERAL PROVISIONS

12.1. Conflicts: In the event of any conflict between this EFSTA Framework and the main body of the Agreement, the terms of this EFSTA Framework shall control with respect to EFSTA System-related matters.

12.2. Amendments: This EFSTA Framework may be amended by Nayax from time to time to reflect changes in EFSTA requirements or fiscal regulations. Nayax shall provide Partner with reasonable notice of material amendments.

12.3. Severability: If any provision of this EFSTA Framework is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.4. Entire Agreement - EFSTA Matters: This EFSTA Framework, together with the Agreement and the EFSTA Terms of Use incorporated by reference, constitutes the entire agreement between the parties regarding EFSTA System-related matters.

By executing the Agreement, Partner acknowledges that it has read, understands, and agrees to comply with all terms and conditions set forth in this EFSTA Framework and the EFSTA Terms of Use, and further agrees to ensure End Customer compliance with applicable requirements.