

User agreement

Introduction

Thank you for choosing Mollie!

In this User Agreement ("Agreement"), we set out the terms and conditions that are applicable between:

You, the Organisation (which in this Agreement document also includes "you" or "your"), of which the details are included on the registration page in the Payment Module under 'business information';

and

Mollie UK and Mollie BV.

(each a "Party" and jointly as "Parties").

Mollie

Mollie UK is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017 for the provision of payment services, with Firm Reference Number 977968.

Mollie BV is authorised by the De Nederlandsche Bank under the Financial Supervision Act (Wft) for the provision of payment services.

"Mollie" or "we" or "us" or "our" are terms that we use in this Agreement to indicate items that apply to both Mollie UK and Mollie BV. Where required in this Agreement, we will specifically refer to either Mollie UK or Mollie BV as providing specific services to you.

Recitals

- A. **Mollie** allows you to access various Payment Modules to accept payments. Mollie works with various Financial Institutions to provide you with access to the Payment Modules, although it is the Financial Institution that ultimately provides and maintains the Payment Module.
- B. **Mollie UK** will provide you with all services under this Agreement in relation to UK based Payment Methods used by a Customer.
- C. **Mollie UK** will also provide you with services under this Agreement in relation to UK based services for EU Payment Methods used by a Customer.

Mollie B.V. will provide you with services under this Agreement in relation to EU based services for EU Payment Methods used by a Customer. The EU based Payment Methods provided by Mollie B.V. are set out in the Dashboard and on the Mollie website at www.mollie.com/gb/safeguarding

Definitions

In this Agreement, the following terms mean:

Account	The account held with Mollie in the name of the Organisation for which Mollie, among other things, enables one or more Payment Methods, records Transactions, and updates Balances.
API	The application programming interfaces that may be used to access the Payment Module.
Application Fees	Any use, recurring, or licence fees charged to Sub-merchants by the Platform Merchant.

Balance	The funds that are available in your Account after factoring in all Fees, debits and credits Mollie can charge and / or offset as a result of the processed Transactions and Mollie's Payment Services. This amount may include Guarantees that are required by Mollie.
Beta Services	A pre-release service which is not yet generally available.
Brand(s)	Logos, trademarks, trade names, slogans or other indications of ownership.
Chargeback	A charge that is returned to a payment card or payment account after the Customer successfully disputes a Transaction with us, a Payment Method or a Financial Institution. Chargebacks may result from (i) invalidation of a Transaction by a Financial Institution or Intermediary; (ii) funds settled to you in error or without authorisation; and (iii) submission of a Transaction in violation of the applicable Payment Method rules, or where submission of the Transaction or your use of Mollie's Payment Services violates this Agreement.
Customer(s)	Your customers who wish to pay for products and/or services provided by you through the Payment Module.
Dashboard	A web page made available to the Organisation by Mollie via an access code, by which the Organisation can view data recorded by Mollie on historical Transactions, and where settings relating to the services provided by Mollie to the Organisation can be changed.
Data Protection Laws	All applicable legislation relating to data protection and privacy including, without limitation, the GDPR, the GDPR UK, all local laws and regulations which amend or replace any of them, together with any national implementing laws in any Member State of the European Economic Area (EEA) or the UK, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time.
Dynamic 3DS	The dynamic (or case-by-case) application of 3D Secure 2 authentication. 3D Secure 2 authentication allows you to avoid the liability for certain Chargebacks in case of Fraud (for example, chargeback claim due to lost or stolen card). Applying Dynamic 3DS can result in liability for Chargebacks in case of Fraud.
Error Message(s)	An error message that results in you not being able to use the Payment Module in a way as intended in this Agreement.
Fees	The compensation to be paid to Mollie for the use of the Payment Module and the Payment Services. The Fees include charges for Transactions and POS (such as processing a payment), charges for services like Dynamic 3DS and Acceptance and Risk, Fines and charges for other events connected with your Mollie Account (such as handling a disputed debit, charges from Intermediaries or Financial Institutions relating to the (risk) category or business operations of your Organisation, costs to serve, a request for information or other charges imposed by Mollie).
Financial Institution(s)	One or more banks or credit institutions the Payment Module is connected to and that process Transaction(s) for which an order has been given via the Payment Module.

Fine	Any cost, charge, penalty, service fee or fine imposed on Mollie or you by an Intermediary or Financial Institution or otherwise, as a result of the breach of applicable Scheme Rules by the Organisation, Chargebacks, Fraud or other occurrences related to your Organisation and Account.
Fraud	The wrongful or criminal deception intended to result in financial or personal gain.
GDPR EU	Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
GDPR UK	GDPR EU as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.
Guarantee	Collateral provided by you as a security for Chargebacks, Refunds, Fines, Fees and / or other liabilities due to Mollie. Collateral may be, but is not limited to, a right of pledge in favour of Mollie on one of your assets, a deposit or a (parental) guarantee, the funds held by Mollie, withheld by Mollie from your Account and/or separately deposited with Mollie by you on Mollie's request. This may also include personal or other guarantees or securities that are requested by Mollie.
Intermediary / Intermediaries	Every possible intermediary between Mollie and the Financial Institutions, including proprietors of payment products and brands (such as Currence, Visa, MasterCard and American Express), their acquirers, as well as the networks they use for the transmission and processing of transactions, judicial or government authorities.
Mollie	Mollie refers to both Mollie UK and Mollie BV. Where required in this Agreement, we will specifically refer to either Mollie UK or Mollie BV as providing specific services to you.
Mollie BV	Mollie B.V., with offices at Keizersgracht 126, 1015 CW Amsterdam. Mollie B.V. has a licence for the provision of payment services in conformity with the Dutch Financial Supervision Act (Wft), and is as such under the supervision of De Nederlandsche Bank under the relation number F0038.
Mollie UK	Mollie UK Ltd is a limited company incorporated in England and Wales with company number 14013554 and FCA Firm Reference Number 977968, and having its registered office at Stanley Building 7, Pancras Square, London, United Kingdom, N1C 4AG.
Mollie Connect	Mollie Software made available to a Platform Merchant which is built on the OAuth standard to link Accounts one-sided to each other between a Platform Merchant and a Sub-merchant. Platform Merchant hereby gains certain rights, which can include without limitation: viewing rights, managing Sub-merchants, charging Fees, routing and splitting payments and receiving referral commissions.
Multi-currency Processing	Mollie supports processing of Transactions in different foreign currencies, including settling these Transactions to the Organisation's Balance in a currency different from the one in which the Organisation accepted a payment from its Customer.

Organisation	The organisation that aims to use the Payment Module of Mollie for purposes including, but not limited to, the sale of products and/or services to Customers.
Outage	An unannounced interruption or unintentional modification in the operation of the Payment Module, which results in the Payment Module not delivering the functionality agreed upon with the Organisation.
Payment Information	All personal financial, card or transaction information corresponding to a Transaction processed through the Payment Module.
Payment Method	The way a Customer wishes to compensate the Organisation for the goods or services delivered or to be delivered. This payment method must be offered by Mollie BV or Mollie UK (to the specific Organisation), by the Organisation to its Customer, and resulting transactions must be processed by the Payment Module.
Payment Module	The Software developed by Mollie by which: <ul style="list-style-type: none"> • Transactions can be presented to Financial Institutions for processing, possibly via one or more Intermediaries; • Information on the status of the processing of payments can be displayed and/or sent by to the Organisation by email; • The Organisation can view data relating to Transactions on the Dashboard by entering an access code; • Features that are made available can be enabled.
Payment Services	The collective set of services provided by Mollie, which include: online payments and POS, recurring payments, payment processing, payment routing, fraud control, reconciliation, reporting, settlements and/or services to enable the Organisation to use the Payment Module and any other payment services offered by Mollie.
Personal Data	Any information relating to an identified or identifiable natural person.
Platform	Any type of multi-sided marketplaces and other electronic commerce or software platforms.
Platform Fees	Any use, recurring, or licence fees charged to Sub-merchants by the Platform Merchant, which may include Mollie's Fees.
Platform Merchant	The Account that has connected one or more Sub-merchants via Mollie Connect.
POS	In-person Transactions processed via Mollie through a point-of-sale Terminal, where the Customer is physically present.
PSRs	The Payment Services Regulations 2017, as amended from time to time.
Refund	The instruction to (partially) return funds to a Customer for an existing Transaction.

Scheme Rules	The from time-to-time applicable and supplemented rules and regulations of certain Intermediaries that offer a Payment Method, which the Organisation must adhere to when using any Payment Method.
Security Measure	Any procedure or measure that is prepared by Mollie or is proposed for the purpose of reducing the risk of Fraud and/or credit risk in the use of the Payment Module by the Organisation. Mollie or the Organisation can implement such security measures by way of policy, processes and/or systems.
SMP	The Stichting Mollie Payments (Mollie Payments Foundation), with offices at Keizersgracht 126, 1015 CW Amsterdam, registered at the Dutch Chamber of Commerce under nr. 50205773. SMP receives and manages the funds received on behalf of the Organisation, in respect of payment services provided by Mollie B.V. under this Agreement. SMP as a safeguarding foundation for third party funds is affiliated with Mollie B.V., and is therefore involved by De Nederlandsche Bank in its supervision.
Software	All software developed, offered and / or maintained by Mollie to provide you with the Payment Services and Payment Module. This software comprises the set of data, programs (downloadable) applications (such as the Mollie App) and instructions.
Solution	A remedy or alternative manner of operation for an Error Message after Mollie has received and confirmed an Error Message, in such a way that the Payment Module delivers the functionality agreed upon with the Organisation.
Split Payments	The Mollie Connect functionality which can be used to split payments between a Platform Merchant and a Sub-merchant as described in the Mollie Connect documentation for splitting payments.
Sub-merchant	The Account that is connected to a Platform Merchant via Mollie Connect.
Terminal	A device provided via Mollie or a third party supplier to submit a POS Transaction to Mollie using the Payment Information of a Customer, which enables Mollie to offer POS to the Organisation. This could also be a compatible mobile (phone) device. A Terminal must be compatible with the Payment Module.
Transaction(s)	Orders given via the Website or a Terminal of the Organisation by one or more Customers for payment by the Customer(s) for products and services of the Organisation, which order is presented for processing to one or more Financial Institutions by using the Payment Module, which includes POS.
Website	One or more websites or other services maintained by the Organisation, such as apps for mobile phones.

SECTION 1: DESCRIPTION OF THE SERVICES

Article 1.1. Scope of this Agreement and position of Mollie

This Agreement provides a general description of the services that Mollie may provide to you, including the Payment Services that enable you to accept payments from your Customers or your Sub-merchants' Customers in exchange for the products and/or services delivered by you or your Sub-merchants. Mollie provides a more detailed

description of its services and features in its published documentation, API's and additional resources that are made available to you on our website or in your Dashboard, including an explanation of which Payment Methods are provided by Mollie BV and which by Mollie UK.

Mollie cannot be held liable for the products and/or services that are acquired through using the Payment Module. Mollie works with various Financial Institutions to provide you with access to the Payment Modules, although it is the Financial Institution that ultimately provides and maintains the Payment Module. A Financial Institution may terminate your ability to accept a Payment Module, at any time and for any reason, in which case you will no longer be able to use the Payment Module under this Agreement. Your use of a Payment Module may be subject to separate terms that apply between you and a Financial Institution. Please see Article 5.3 (Transaction) for further details.

SECTION 2: REGISTRATION WITH MOLLIE

Article 2.1. Registration Process

The services of Mollie are only available to legal persons and legal constructs (organisations) acting in a business capacity, and explicitly not to persons who want to receive payments in the personal, family or household sphere. You must register with Mollie before you can use our services. You register by creating an Account. In order to comply with anti-terrorism, financial services and other applicable laws and regulations and KYC ("Know Your Customer") requirements, as required by Mollie, its affiliates and/or imposed by Financial Institutions or Intermediaries, Mollie is required to ask you for certain information and you are obligated to provide such information. Consequently, during the registration process, Mollie will request information including the name of your organisation, the trading name (if applicable), address details, email address and telephone number, registration number with the Companies House, and VAT number, and any other information that we may reasonably request from time to time, which you need to provide on our first request. You must also provide Mollie with information on the ultimate beneficial owners of the Organisation. The persons you register with Mollie must also be competent and authorised to that effect. You also confirm your nationality during the registration, and that you are authorised to develop business activities in the registered country (namely, the UK).

You represent, warrant and undertake that all information you provide to Mollie is accurate, complete and truthful, and that you will update registration information promptly upon any change to ensure that it is at all times complete, accurate, up to date and not misleading. You must inform Mollie without delay of changes in the corporate name, corporate status, corporate structure, type and scope of the services or any other relevant changes. Mollie may also ask for additional information or supporting documentation during your onboarding and/or thereafter which you need to provide promptly on our first request. We may suspend your Account with immediate effect or terminate this Agreement without a notification period if you fail to keep this information up to date and/or if you don't provide us with the requested information upon first request.

Mollie will provide you with a username (partner ID) and a (temporary) password, which you need to change in some cases on the first time you log in on Mollie. The username and password provided by Mollie are strictly personal and may not be shared with anyone. You are exclusively responsible for any damage and/or any loss arising from misuse of the username and password, and you must inform Mollie of the loss, theft and/or misuse thereof.

If you are eligible, you will be able to receive payments on your Mollie Account after your registration, but this does not mean that your application has already been accepted by Mollie. Only after a full verification as described in Article 2.3, Mollie will decide to accept or decline your application to receive full access to the Payment Services. Payouts of the Balance are only possible after full verification. If your application is declined, it is possible that we will not be able to pay out the Balance to you.

Article 2.2. Website (profiles)

You are required to register all Websites (URLs) using the Payment Services with Mollie. You can do so by generating a Website profile in your Account for each URL. It is not allowed to use the Payment Module on Websites other than those registered with Mollie explicitly and in advance. Nor is it allowed to initiate Transactions via a Website profile other than the profile belonging to the Website on which the Transaction is initiated. Besides the URL you must register the trading name under which you do business via this URL. Mollie can use this information in the way in which Transactions are displayed on your Customers' account statements. Mollie is not responsible for any costs arising from the fact that Clients do not recognise the trading name of a specific Transaction on their account statement.

You represent, warrant and undertake that the URL(s) you register with Mollie do not contain any illegal, libellous, defamatory, obscene, pornographic or blasphemous material or expressions. Mollie will terminate the use of the Payment Module for such URLs immediately (after discovery).

Where you mention the Payment Method(s) available to Customers, not limited to the payment page of your Website, you must include all Payment Methods offered by you, and you must display the Brand(s) belonging to the Payment Method as prescribed by the specific Payment Method. You must not criticise or deliberately misrepresent any of the Payment Methods or the services linked to them, nor are you allowed to engage in any activities that damage the interests or Brands of Mollie or the Payment Method(s). In such a case, Mollie may suspend your Account immediately.

Article 2.3. Verification and Acceptance

After registration, we verify your identity and we assess the risk that your business activities constitute for Mollie, on the basis of which we decide whether or not to accept your application to make the Payment Services available to you. For this purpose, Mollie may share your information, including the Personal Data of your legal representative(s) or ultimate beneficial owner(s), with any of its affiliates and any Financial Institution. We may ask you to make additional information available for these verification activities, including financial statements, invoices, permits or other types of identification or permissions issued by governmental authorities. By accepting this Agreement, you give us and the Financial Institution (if this is considered necessary) permission to retrieve information about you and to make this information available to third parties, including, but not limited to, businesses engaged in the registration of creditworthiness and other information providers. You hereby give these third parties permission as well to provide such information about you to us. You are aware that such information also includes your name, address, credit history and other data. Mollie may update this information periodically to determine whether you continuously meet our conditions and comply with this Agreement.

You hereby give Mollie permission to share information about you and your application (irrespective of whether the application is approved or rejected) and your Account with Mollie's affiliates and Financial Institution(s). This includes information:

- i. about Transactions, so that Mollie, its affiliates, and/or Financial Institutions can comply with obligations arising from statutory requirements or requirements under applicable laws or regulations of supervisory authorities;
- ii. for use in relation to the management and maintenance of the Payment Services;
- iii. by which the information about you can be recorded or updated, and where the information helps to improve the Payment Services; and
- iv. that Mollie needs for its risk management.

In exceptional cases, we may request your approval to conduct an inspection at your office or inspect your financial and other records, insofar as they may relate to the extent and way in which you comply with this Agreement. In such events Mollie shall use its reasonable best efforts to limit the impact on your business operations. Should you not comply with our requests for information within the communicated timeframe, this could lead to suspension or termination of your Account.

SECTION 3: SERVICES PROVIDED BY MOLLIE

Article 3.1. Payment Module

Mollie will make efforts to keep the Payment Module available to you. Mollie cannot, however, guarantee complete and permanent availability of the Payment Module. Mollie is entitled to switch off the Payment Module for maintenance purposes. This will preferably be done at night and will be communicated in advance to the extent reasonably possible. Mollie is entitled to modify the Payment Module at any time and Mollie will not be required to maintain, modify or add certain properties or functions, in general or specifically for the Organisation.

Mollie reserves the right, with immediate effect, to suspend or discontinue the provision of its Payment Services to you, deny you access to the Payment Module and terminate this Agreement if Mollie suspects that you are acting in conflict with this Agreement. Mollie hereby reserves the right to recover any losses incurred through this from you.

If you use the Payment Module in a way as referred to below, this use will in any case (but not exclusively) qualify as acting in conflict with this Agreement:

- i. Purchase and/or sale and/or provision of goods and/or services of which the purchase and/or sale and/or provision in the country of origin and/or the country in which the goods and/or services are offered and/or in England is in conflict with any applicable law or regulation or which causes an unacceptable risk for Mollie's reputation;
- ii. The sale of products and/or services by the Organisation without being willing or able to deliver them to one or more Customers within a reasonable period;

- iii. Use of Personal Data in conflict with the Data Protection Laws, or insufficiently informing Customers in a way as referred to in the Data Protection Laws;
- iv. Hacking, phishing, unauthorised penetration in the system and/or network structure of Mollie, Financial Institutions, Intermediaries, suppliers and/or third parties;
- v. Collecting payments without a legally valid contract between you and the Customer;
- vi. Deliberately misleading Customers, Mollie, Financial Institutions, Intermediaries, suppliers and/or third parties;
- vii. Failure to establish an operating model which is suited to adequately treating Customer complaints and disputes;
- viii. Breach any Scheme Rules or PCI-DSS (as defined under Article 7.1); and
- ix. Committing Fraud, terrorism-financing, money laundering, illegal activities or aiding and abetting and/or allowing fraudulent and unlawful activities.

Article 3.2. Payment Methods

The Payment Module enables your Customers to use different Payment Methods. Each Payment Method has its own characteristics, risks and conditions, including cost structure, payment term, the manner in which payment is made, and the possibilities offered to Customers to dispute the payments or claim Refunds or Chargebacks. We publish these conditions clearly on our public website. When (i) you enable a Payment Method via email or via the Dashboard and / or (ii) agree to a proposed Payment Method via email or the Dashboard and / or (iii) request, accept or confirm to Mollie to enable a Payment Method for you, we assume that you understand and accept the conditions of that Payment Method. Mollie may add new Payment Methods in the future, which must in general be activated before they can be used in the Payment Module.

Each Payment Method is provided to you by Mollie UK. In addition, certain aspects of some of the Payment Methods will also require services to be provided to you by Mollie BV. When you seek to enable a Payment Method via the Dashboard, you will first be informed which Mollie entity provides services in relation to such Payment Method. At all times, you can view these details on Mollie UK's public website at mollie.com/gb/safeguarding.

In addition, Mollie may auto-enable or activate one or more Payment Methods on your behalf, including but not limited to Klarna, Visa, Carte Bancaire and Mastercard. Mollie may do so either during the registration process or afterwards during the term of this Agreement, subject to notifying you of the terms under which the Payment Method will be activated. You can disable these Payment Methods yourself at your discretion in the Dashboard or by requesting this via our Support channels at any time.

Mollie reserves the right to suspend or delete Payment Methods from the Payment Module and may deny the Organisation use of a specific Payment Method. To the extent reasonably possible this will be communicated in advance.

Article 3.3. Foreign Currency

Mollie offers you the possibility to receive payments from your Customers in different (foreign) currencies. When you use this option, Mollie converts the payments for you into an amount in GBP or such other currency agreed between you and Mollie. The amount to be received by you is calculated by Mollie per individual payment on the basis of the buying rate (combination of, among other things, the exchange rate of the currency at the time of the payment and the costs as charged by Mollie's supplier) and a mark-up. The mark-up is usually set by Mollie at two (2) percent of the exchange rate charged to Mollie, unless otherwise agreed upon by Parties.

Chargebacks and Refunds will be converted by Mollie into the (foreign) currency that your Customer used during the payment to you. Your Customer will always receive the full amount of the payment. The amount you will be charged for the Refund or Chargeback will be calculated by Mollie on the basis of the buying rate (combination of, among other things, the exchange rate of the currency at the time of the reimbursement and the costs as charged by Mollie's supplier) and a mark-up. The mark-up is usually set by Mollie at two (2) percent of the exchange rate charged to Mollie, unless otherwise agreed upon by Parties.

If your Account is eligible for Multi-currency Processing of Transactions, Mollie may offer you the ability to have funds settled to your Balance in the same currency in which you accepted payment from a Customer. To use this functionality, you must provide us with a valid bank account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time taking into account a notice period of one (1) month.

Article 3.4. Mollie Connect

Mollie has developed Mollie Connect, which allows you to use the Mollie Connect features, among others, in your capacity as a (i) Platform Merchant or (ii) a Sub-merchant:

- I. If you are a Platform Merchant, Mollie Connect allows you to integrate the Payment Services into your Platform or Website in order to enable the Sub-merchants to accept payments for goods and services delivered by the Sub-merchant. This means that you may act on behalf of your Sub-merchants, provided that you do so in accordance with this Agreement and the agreement you have with your Sub-merchants. You must ensure that you clearly and prominently explain to Sub-merchants the nature of your Platform or Website and the activities that you will perform on their behalf. You are solely responsible for any Application Fees and you must clearly communicate any Application Fees to Sub-merchants prior to imposing such fees.
- II. When you connect your Mollie Account to a Platform Merchant you will become a Sub-merchant and you can authorise the Platform Merchant to (among other things):
 - i. access your Mollie Account and the selected Transaction data contained in your Sub-merchant Account;
 - ii. assist you with creating and managing Transactions with your Customers; and
 - iii. deduct Application Fees (for example, fees for use of the Platform Merchant's services) from funds payable to you from Transactions occurring in connection with the Platform Merchant. You must separately agree with the Platform Merchant to pay any Application Fees, and any Application Fees will be in addition to the Fees that Mollie charges for its Payment Services provided directly to you.

Mollie has a direct contractual relationship with each Sub-merchant and can provide its Payment Services directly to each Sub-merchant. You are prohibited from preventing or restricting in any way Sub-merchants from choosing to use the Payment Services outside of their relationship with the Platform Merchant.

Mollie Connect provides you with various features, as described in the [Mollie Connect Documentation](#).

Notwithstanding Article 5.6 of this Agreement, if you are a Platform Merchant you may have funds settled directly in your Account without Mollie deducting the Fees for the Payment Services ("**Gross Settlements**"), where approved and enabled by Mollie. If Gross Settlements are enabled, Mollie will send you an invoice on a monthly basis for all Fees accrued during the preceding month, and the amounts due under such invoice shall be payable within thirty (30) days after your receipt of such invoice per email or in your Dashboard. All payments shall be made in the currency stated in the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. You are not entitled to suspend payment obligations. Mollie may disable the Gross Settlements setting, suspend your account with immediate effect or terminate this Agreement without a notification period if you fail to adhere to the payment terms as agreed in this Article 3.4.

Article 3.4.1 Splitting Payment with Mollie Connect

As part of Mollie Connect, Mollie has developed the Split Payments functionality. When making use of the Split Payments functionality, the Platform Merchant will remain the owner of a Transaction and it will be able to distribute and split the funds of one Transaction over the Balances of one or more Sub-merchants and the Platform Merchant. Since the Platform Merchant is the owner of the Transaction, the payment information is only visible in the Dashboard of the Platform Merchant. The Platform Merchant will be invoiced for the Fees, unless agreed otherwise. The Sub-merchant will only receive the funds in its Balance that are split to it by the Platform Merchant.

The Platform Merchant can charge a service fee to the Sub-merchants for the use of its Platform or Website by splitting the funds of a Transaction between the Platform Merchant and the Sub-merchant. The Platform Merchant is solely responsible for communicating any Platform Fees (including recurring fees) charged to Sub-merchants for the use of the Platform or Website and for receiving the Sub-merchant's explicit consent to do so prior to imposing such fees.

When making use of Split Payments the Platform Merchant will be solely liable and responsible for consequences of a Transaction towards Mollie as well as the Fees charged by Mollie for the Payment Services.

Article 3.5 Refund Reserve Balance

We may in our sole discretion provide you with the ability to hold a Refund Reserve Balance with us. A "Refund Reserve Balance" means a balance where funds are held by us on your behalf, solely with a view to perform Refunds at any time. The funds held in the Refund Reserve Balance will be held in a Mollie safeguarding account and are deemed to be payment orders to be executed on a future date to be specified by you. We retain the ultimate discretion to decide on an appropriate reserve amount based on your Transaction volume, either current or historical, and Refund ratios, and we may apply a minimum and/or maximum threshold amount from time to time.

For the avoidance of doubt, funds held in the Refund Reserve Balance are not eligible deposits covered under any deposit guarantee scheme or similar protection scheme.

Article 3.6 Point of Sale (Not Available in UK)

3.6.1 Introduction

Mollie allows you to use POS if you are eligible and Mollie has agreed to this. You can register for POS through your Account. The specific conditions applicable to POS Transactions and the Terminal are described in this section. Further information can be found in your Dashboard.

You must at all times adhere to the from time-to-time applicable conditions and restrictions, depending on, but not limited to: Mollie specific (business) requirements, laws and regulations or Scheme Rules.

POS Transactions can only be submitted via Terminals or compatible Devices approved by Mollie and that are compatible with the Payment Module. Mollie may determine the purpose to use POS from time-to-time and can instruct you to comply with any current use requirements for POS or the Terminal.

3.6.2 Terminals

You can purchase a Terminal from our selected supplier via the Mollie Dashboard or a unique link provided by Mollie. Alternatively, you can purchase a compatible Terminal via another third-party supplier ("**Third Party Terminal**"). Mollie will enable POS separately if you opt for a Third Party Terminal.

As an additional feature you can integrate a Terminal with an external device such as a smartphone, laptop or tablet, or any other hardware fit for this purpose using the integration guidelines provided on Mollie's developers page ("**Device**").

Mollie charges a monthly Fee for the use of a Terminal. You will pay the monthly Fee if your Terminal is being used or connected in a month, regardless the duration. A Terminal can be (de)activated by you each month as required, for instance only during peak season.

Additional obligations can apply to Third Party Terminals and Devices, either provided herein or communicated under separate cover.

Mollie Terminal

Upon finalising the purchase, your Terminal will be delivered by our selected supplier, which may be substituted from time-to-time. When you purchase a Terminal, you accept the supplier terms & conditions and warranties currently available. The Fees and accessories will be also visible in your Dashboard. The Terminal will be ready to use upon delivery containing the Software and a SIM card. Support for the Terminal is outlined 3.6.3.

Third Party Terminal

If you choose a Third Party Terminal, you must ensure that such Terminal is compatible with the Payment Module. Mollie is in no way liable or responsible for the proper functioning of the Third Party Terminal. Any damages arising from the use of such Third Party Terminal, including rendering the Payment Module or Payment Services unavailable for POS Transactions, are not for the account and cost of Mollie. No hardware Support is offered for Third Party Terminals.

3.6.3 Support

Mollie aims to offer commercially reasonable standard hardware and software support relating to POS and Terminals through the designated Mollie support channels in your Dashboard ("**Support**"). Support will be provided solely to all registered persons for your Organisation. Support does not include in-store staff support. For Terminals purchased via the Mollie Dashboard, the Support provided is subject to the accepted supplier terms and conditions and warranties.

3.6.4 Software

Mollie offers software developed for POS to be loaded on a Terminal or a compatible Device to connect and link the Organisation with the Payment Module and a Terminal ("**POS Software**").

- From time-to-time Mollie will release Software updates. The POS Software update will be installed remotely on the Terminal by Mollie or by you (as appropriate), and could require activation from you to finalise. For instance, the Terminal and / or Device should be connected to the internet and acceptance by you could be required or you are required to install or update Software yourself on a Terminal or Device.
- Mollie will provide reasonable notice to you for any upcoming POS Software update, with the appropriate instructions and information on the new updates and improvements. In the event of critical or exceptional circumstances - as Mollie may reasonably determine - Mollie can update the POS Software without reasonable notice.
- For compatible Devices you need to make sure any required Software updates have been installed and are always using the latest version available.
- Mollie will also reasonably notify you in case a certain type of Terminal or Device is not supported anymore by the POS Software. In such a case, you need to purchase a compatible Terminal and / or Device.
- You must ensure that any Terminal or Device - as applicable - has the most recent POS Software updates installed and the appropriate configuration settings implemented.

Updating your Terminal or Device to the latest available version is your responsibility. Mollie is not liable or responsible for any damages, problems or losses that occur during or after the update process or if you used outdated Software. In such a case, non-compliance with the updating of any Terminal or Device could lead to a breach of Scheme Rules, data and security principles or applicable laws and regulations. You indemnify Mollie for any claims, damages, Fines or otherwise from third parties in relation to such breach.

3.6.5 Termination

- You can (temporarily) cease your use of POS Software and the Terminal by deactivating the Terminal and, if applicable, a SIM card. Any due Fees must be paid before deactivation. In the event of reactivation of your Terminal, POS Software and/or SIM card after 3 months, your eligibility for POS will be reassessed.
- Your use of POS and the Terminal can be ceased by Mollie:
 - if this Agreement is terminated in accordance with Article 8.8. As a result, POS and the Terminal will be terminated and deactivated; and
 - by deactivating POS and the Terminal, without any reason, without affecting the Agreement further.
- In the event that Mollie does so within 6 months after your first POS Transaction, you will receive a reasonable prorated compensation for the purchased Terminal(s).
- In the event that Mollie ceases to offer POS for reasons mentioned in Article 8.8 under i. up to vii. then no compensation for Terminals is owed to you.

The Terminal and all accessories are owned by you. The Terminal does not have to be returned following termination of this Agreement or POS by either Party. However, the Terminal and SIM card or a Device will no longer be available and compatible for the Payment Module and will be deactivated.

3.6.6 General

You will agree to and will comply with all below requirements when using POS and a Terminal via Mollie:

1. POS and the Terminal cannot be used by or on behalf of any third party or person, other than the Organisation and person(s) that are registered with Mollie.
2. The Terminal can only be used in the country where the Organisation is registered, except if agreed otherwise with Mollie. The Terminal can in any event only be used in areas where Mollie is licensed to operate.
3. Mollie reserves the right to void Transactions and / or block the Terminal from further use if it is deemed that Transactions have been processed from a non-permitted jurisdiction or for non-permitted activities.
4. The use of a Terminal, the SIM card and the POS Software is based on reasonable fair use. The use should always be in accordance with the purpose for which it is designated and in line with the intention to offer POS to you and the Customers.
5. The Terminal and the POS Software may not be altered, tampered, modified, enhanced or otherwise unless expressly provided for in any communication or documentation provided by Mollie.
6. You must comply with the rules as set out in the relevant parts of the PCI-DSS and the PA-DSS, SCheme Rules and applicable laws and regulations.

Article 3.7 Beta Services

From time to time, Mollie may, in its sole discretion, invite you to use, on a trial basis, potential new services or features that are in development and not yet available to all our customers. Beta Services may be subject to additional terms and conditions, which Mollie will provide to you prior to the use of the Beta Services. Such Beta Services and all associated conversations and materials relating thereto will be considered Confidential

Information of Mollie and subject to the confidentiality provisions of this Agreement. Mollie makes no representations or warranties that the Beta Services will function. Mollie may discontinue the Beta Services at any time in its sole discretion. In deviation of article 8.3, unless and to the extent prohibited by applicable laws and regulations, Mollie will have no liability for any harm or damage arising out of or in connection with a Beta Service.

SECTION 4: YOUR OBLIGATIONS

Article 4.1. Prohibited Activities

You must only accept payments and process them via Mollie's Payment Module for the lawful sale and provision of legal goods and services according to the country of establishment of the Organisation, the country of the Customer and England. There are certain categories of Organisations and activities for which the Payment Services cannot be used. Most of these categories are imposed by the Financial Institutions and Intermediaries and applicable Scheme Rules which are used by Mollie to process Transactions. Mollie keeps a list of prohibited activities. Mollie has made the full list of prohibited activities, products and services available on its public website. Mollie can, at any time and without prior notice, change this list, and remove or add activities or services. Mollie may also decide, at its own discretion, to decline products and services that are not explicitly mentioned on the list, but which may pose an unacceptable risk to Mollie based on its own internal policies.

By registering with Mollie, you confirm that you will not use our services for activities other than those approved during registration or explicitly approved by Mollie afterwards. If Mollie thinks or suspects that, in spite of this, you are accepting payments for prohibited activities as referred to in this Agreement, you must end these prohibited activities immediately at Mollie's request. If you have not ended the prohibited activities within the timeframe set by Mollie, Mollie reserves the right to suspend your Account and/or terminate this Agreement with immediate effect. In case of doubt, you should contact Mollie Support for further information. In the event that Mollie determines that your activities pose a risk for Mollie which cannot be remedied, Mollie reserves the right to terminate this Agreement with immediate effect and without prior notification for such activities. Any Fines imposed by an Intermediary in relation to a breach of this section are for the account of the Organisation.

Article 4.2. Compliance with Laws and Regulations

You represent, warrant and undertake that your activities, both online and offline, comply with applicable laws and regulations, Scheme Rules and this Agreement, and that you have obtained (and continue to obtain) the necessary licences, certificates, waivers and/or other legal documents necessary to operate your business in the relevant jurisdiction(s). You must ensure the correct use of the Payment Module and the manner in which the Payment Module is applied. You must inform your Customers how they can use the Payment Module in a correct and safe manner. You also represent, warrant and undertake that you will not perform or omit any acts - and see to it that your Customers do not perform or omit any acts - regarding which you know or reasonably ought to know that such acts or omissions will result in use of the Payment Module that is fraudulent, punishable and/or unlawful, or otherwise violates any terms of this Agreement.

Our acceptance of you as a Customer will not in any way be construed as Mollie providing or having provided legal advice or an opinion as to the legality of your business activity in the relevant jurisdictions you operate in, nor of the products and/or services you sell.

Mollie reserves the right to refuse to provide Payment Services and/or terminate this Agreement with immediate effect, where this would create a risk that Mollie would (i) be in breach of applicable laws and regulations or (ii) aid you to be in breach of applicable laws and regulations, including the laws and regulations applicable in England.

Article 4.3. Provision of Information

You are responsible for the clear and orderly inclusion of the following information on your site:

- i. your contact information (or that of the customer service), consisting of at least the address, the Companies House registration number or equivalent (if applicable), telephone number and email address;
- ii. information on the prices of your products and/or services;
- iii. delivery information, especially timeliness and charges;
- iv. payment terms; and
- v. where relevant, information on subscriptions, the term of a subscription and the way in which it can be cancelled.

Article 4.4. Handling of Customer complaints

You are solely responsible for providing support to your Customers. You are responsible for replying to emails from Customers within a reasonable time, when the questions in the emails relate to your goods or services or the use of the Payment Module. You must also be clear and proactive in communicating your terms and conditions, shipping policy and any delay in delivery or the cancellation of an order. If Mollie receives complaints about you, and such complaints necessitate an investigation or other activities to be carried out by Mollie, such to be determined by Mollie, Mollie will have the right to charge you a (reasonable) Fee for these complaints at its own discretion.

Mollie is not responsible nor liable towards you or your Customers for handling these complaints on your behalf and Mollie explicitly remains outside of the contractual relationship between you and your Customer. However, in exceptional circumstances related to a specific complaint, such as but not limited to, the event that you are not responsive during Mollie's investigation or in case that Mollie has a strong suspicion of Fraud, Mollie may decide at its own discretion and in accordance with its internal policies to perform Refunds on your behalf towards the Customer for a specific Transaction which has been disputed by such Customer. You acknowledge and agree that, in derogation from article 8.3, Mollie will bear no liability towards you in such an event, unless and to the extent prohibited by applicable laws and regulations. Please refer to Article 8.6 in relation to any Customer complaints regarding Mollie's Payment Services.

SECTION 5: PAYMENTS AND FUNDS

Article 5.1. Safeguarding Funds

Mollie will safeguard customer funds in accordance with the regulatory requirements. For this purpose:

- In respect of the Payment Methods provided by Mollie UK as Payment Services under this Agreement, relevant funds are protected by placing them in a designated safeguarding account. The purpose of this arrangement is to keep your money separate from our own money and place it in a designated safeguarding account with a separate bank. We have to have an independent expert check that we are meeting our safeguarding obligations every year. This protection continues to be in place in the unlikely event that Mollie UK were to fail, as your funds would continue to be held in the designated safeguarding account with a bank, and will not be available to third parties. In that case, an insolvency practitioner would be appointed to return the funds we have safeguarded to our customers. This means you would get most of your money back, except for the costs deducted by the insolvency practitioner for distributing the money to our customers. Please note, banks use a different means of protecting deposited funds. They participate in the Financial Services Compensation Scheme. Payment institutions (including Mollie UK) do not, and so your funds would not be eligible for the Financial Services Compensation Scheme.
- In respect of the Payment Methods provided by Mollie BV as Payment Services under this Agreement, a separate entity, Stichting Mollie Payments (SMP) safeguards funds received on your behalf, as required by Dutch law. Parties agree that SMP may receive funds on your behalf, and transmit those funds to Mollie UK's safeguarded account pursuant to your instructions under this Agreement. SMP is not required to verify the correctness of these instructions. Consequently, each payment made by SMP to Mollie UK is made pursuant to your instructions. Each request by you for a payment to which you are or think you are entitled will therefore be a request to Mollie, and you hereby waive your right to demand the amount from SMP or to take legal action to demand such an amount from SMP.
- All card based Payment Methods (including both direct card payments and app based Payment Methods that utilise a card as the basis for payment) will be safeguarded by and effected through Mollie UK. All other non-card based Payment Methods will be safeguarded by and effected through Mollie B.V. The specific details of each Payment Method and the safeguarding arrangement that relates to each Payment Method will be provided to you via the Dashboard at the time you seek to enable a Payment Method and at all times on Mollie UK's public website www.mollie.com/gb/safeguarding.

Article 5.2. Fees

Mollie will provide the Payment Services at the rates and for the Fees described on the pricing page. The Fees Mollie charges to you are displayed in your Dashboard. Where this is not the case, the basic rate displayed on the public website of Mollie is applicable. Mollie will deduct the Fees from your Balance, except as agreed otherwise. If you do not have sufficient Balance to pay the Fees, you are required to either (i) pay the outstanding Fees through an invoice that Mollie will provide or (ii) manually top-up the Balance via the Dashboard for the amount of Fees that are due. In the event you fail to pay any due Fees within 30 days following receipt of notice thereof, Mollie may

terminate the Agreement with immediate effect. Mollie does not negotiate on Fees with third parties acting on your behalf.

5.2.1. Application, Platform and shifted Fees

Depending on the use of the Payment Services, Mollie may deduct the Fees from the Balance of the Platform Merchant or from the Balance of the Sub-merchant. If you make use of Mollie Connect, the Fees for the Payment Services, may be shifted from the Account of the Sub-merchant(s) to the Account of the Platform Merchant.

The costs that are charged to you for the use of the services of a Platform of a Platform Merchant, will depend on your agreement with the Platform Merchant. Mollie does not control and is not responsible for Application Fees or other Platform Fees charged to you, which should be made clear to you in your agreement with the Platform Merchant.

Mollie may have agreed Fees with a Platform Merchant that are different from the Fees listed on its public website. Mollie's Fees will either be disclosed in your Dashboard, or they will be consolidated with the Platform Fees. Mollie will have the right to deduct from your Balance both Mollie's Fees for the Payment Services and the Application Fees or Platform Fees specified to us by the Platform Merchant.

Depending on the situation, the fees that a Platform Merchant charges for the use of its Platform or Website to the Sub-merchant can be exclusive of the rates that Mollie charges to the Sub-merchant for the use of the Payment Services (if any).

5.2.2 Changes in Fees

Mollie is entitled to adjust the Fees unilaterally. If this concerns an increase in the Fees, we will inform you at least one (1) month before this new rate takes effect, by email or via the Mollie Dashboard. If you inform us within one (1) month after receiving this information from Mollie, in writing or by email, of the fact that you do not agree to this increase, you will have the right to terminate this Agreement as of the date on which the new Fees takes effect. Without notification on your part and/or failure to terminate this Agreement, the Fee increase will take effect on the date as initially set by Mollie.

5.2.3 Fees and taxes

All rates listed in this Agreement or on Mollie's website are exclusive of VAT and other government charges, unless explicitly stated otherwise. You have sole responsibility for determining what, if any, taxes or fees apply in connection with your Mollie Account, and the Platform Merchant's or Sub-merchant's use of Mollie Connect and the Payment Services. You are responsible for assessing, collecting, reporting, and remitting taxes to the appropriate tax and revenue authorities. If Mollie is required to withhold any taxes, Mollie may deduct such taxes from your Balance and pay them to the appropriate tax authority.

Article 5.3. Transactions

Mollie only processes Transactions that are authorised by the relevant Intermediary/Intermediaries and/or the Financial Institution involved in the specific Payment Method and/or Customer. You are responsible for checking the accuracy of the Transaction Data presented to the Payment Module in connection with the purchase of products and/or services.

On each Transaction, there will only be a contractual relationship between you and the Customer(s) on the one hand, and a Financial Institution and Customer on the other. Mollie and SMP explicitly remain outside these contractual relationship(s), which also means that no obligations exist or arise for SMP and/or Mollie as a result of those contractual relationships.

We may withhold for investigation, or refuse to process, any Transaction that we suspect is fraudulent, unlawful or otherwise violates the terms of this Agreement. If we do refuse to execute any Transaction, we will notify you on your Dashboard or otherwise in writing (e.g. by email) (unless prohibited by law) of the refusal within the time we are legally allotted for processing that Transaction and, if possible and applicable, the reasons for our refusal and the procedure for correcting any factual mistakes that led to the refusal.

Article 5.4. Chargebacks

Mollie gives no representation, warranties or undertakings and accepts no liability for Transactions that are automated and completed, but which at a later stage, in whatever form, are reversed by the Customer or the Financial Institution. Such Chargebacks may be (but not limited to) the result of:

- i. a dispute with the Customer;
- ii. Transactions which are unauthorised or where we have reason to believe the Transaction was unauthorised or incorrectly authorised Transactions;
- iii. Transactions that do not comply with the rules of the relevant Transaction-processing network of the card-issuing agency involved or this Agreement, or which are allegedly unlawful or suspicious, or
- iv. a reversal for any reasons used by the card network, the Financial Institution or the Cardholders card-issuing institution;
- v. violation of applicable Payment Method rules or violation of this Agreement, or
- vi. where we have reason to believe the Transaction is unlawful or fraudulent.

You are fully responsible and liable for Chargebacks, irrespective of the reason for, timing of or termination of the Chargeback, including for Chargebacks resulting from the application of Dynamic 3DS. In the event of a Chargeback, you will be immediately liable to Mollie for the entire amount of the Chargeback together with any Fees, costs and Fines.

5.4.1 Set-Off

You agree that Mollie may, and hereby authorise Mollie to, set off any amounts you owe to Mollie (including without limitation any Chargebacks Fines or Fees) against any Balance in any of your Accounts or Guarantee, upon prior notice by Mollie. This means that Mollie may also set-off any amounts you owe to Mollie between Accounts of different Organisations where one or more of the ultimate beneficial owners are considered the same person. If Mollie is unable to collect this claim itself, you must pay Mollie the full amount immediately on request.

5.4.2 Retention of Funds

In addition to the above, if there is a suspicion that a certain Transaction can result in a Chargeback, Mollie will be entitled to retain the amount of the possible Chargeback and any associated Fees or Fines, or to withhold such amounts from any proceeds due to you or the Balance on your Account, until the time that:

- i. a Chargeback is established as a result of a complaint from a Customer, in which case the Financial Institution will retain the funds;
- ii. you have successfully completed a dispute process for the Chargeback;
- iii. under the applicable laws or regulations or Payment Method specific terms, the period has expired during which a Customer can dispute the Transaction in question; or
- iv. Mollie has established that a Chargeback will not take place anymore.

5.4.3 Dispute Handling

You have the possibility to dispute the Chargeback imposed on you. We can assist you in doing so by means of notifications and software. We, however, do not accept any liability for our role or our assistance in disputing the Chargeback. You declare that you will provide us in a timely fashion, at your own expense, with the information needed to investigate and help resolve the Chargeback within three (3) business days (unless specified otherwise) of our request. You give us permission to share relevant information with the card holder, the card-issuing institution, the Intermediary and the Financial Institution and our affiliates to help resolve a dispute. You are aware that not providing us in a timely fashion with complete and accurate information can result in a final, irreversible Chargeback. If the card-issuing institution, the Payment Method provider or the relevant Intermediary/Intermediaries does/do not resolve a dispute to your advantage, we can claim the amount of the Chargeback and related costs from you, as specified in this Agreement. We reserve the right to charge costs for our investigation and the mediator's role in relation to Chargebacks.

5.4.4 Restrictions and Costs

Mollie, the Financial Institutions or the Intermediary/Intermediaries may decide that you are responsible for an excessive number of Chargebacks. An excessive number of Chargebacks can result in additional costs and Fines. They can also lead to restrictions in the way in which you can use our services, including, but not limited to:

- i. withholding of the funds in your Balance to cover any (potential) liability under this Agreement;
- ii. changes in the conditions for and the amount of the Guarantee to be retained by Mollie;
- iii. application of certain measures in relation to the Payment Services provided by Mollie;
- iv. increase of the costs charged;
- v. delay in outpayments, or
- vi. possible suspension or termination of the Payment Services provided by Mollie.

In the event of an excessive number of Chargebacks, the Financial Institutions and/or Intermediaries can also implement additional checks and restrictions in the processing of your Transactions.

In the event that you are a Platform Merchant and you make use of Split Payments, you are fully responsible and liable for Chargebacks and Refunds of the Sub-merchant, insofar the Chargeback or Refund cannot be collected by Mollie from the Balance of the Sub-merchant.

Article 5.5. Funds

All payments made by your Customers via one or more Transactions, after deduction of the costs withheld by the Financial Institution, which are not included in Mollie's rates, are received by Mollie, and held in accordance with the applicable rules.

Mollie UK will hold your funds in accordance with the safeguarding requirements under the PSRs.

In some cases, in respect of payment services provided by Mollie BV, funds may be received by the SMP. You instruct the SMP to transfer funds to Mollie UK, after which, Mollie UK will hold your funds in accordance with the safeguarding requirements under the PSRs. You agree that Mollie UK will not be entitled to your funds until the SMP has acted on your instruction to transfer the funds to Mollie UK. The SMP is a separate entity for the sole purpose of safeguarding funds received by Mollie BV on your behalf. SMP keeps amounts which you owe to Mollie BV for Mollie BV, and the remainder for you. Where necessary, you hereby authorise Mollie BV to receive payments relating to your Transactions in the account(s) of SMP, for onward transfer to Mollie UK, and Mollie UK will hold such funds in accordance with the safeguarding requirements under the PSRs.

Article 5.6. Settlements

Mollie will apply a minimum pay-out amount and set a standard settlement frequency to the payment of a Balance. This can be configured in the Dashboard. If a Fee applies to any changes made to the settlement frequency, this will be communicated via the Dashboard or other Software, such as the Mollie App. A Financial Institution may delay settlement for any reason. We are not responsible for any action taken by a Financial Institution to delay or decline to credit the Account.

In the event that Mollie discovers a difference in the payment made to you and the outstanding Balance, Mollie reserves the right to settle the difference or reclaim the incorrect payment until the situation has been corrected.

Mollie is entitled to change the settlement frequency or to suspend Payment Services and settlements (temporarily), or to cancel Transactions, for instance in the event of complaints, seizures, increased Chargeback rates, increased credit risk, pledges or investigation into possible Fraud (see also Article 6.1). Your obligations relating to the use of the Payment Module will remain fully in force during this period.

Following a termination of this Agreement by a Party, Mollie may decide at its own discretion to delay the final outpayment of a Balance (if available) in full or in part, until the period that: (i) Transactions that can be subject to Chargebacks have lapsed or (ii) Mollie has established that a Chargeback will not take place anymore or no open disputes with Customers exist.

In the exceptional case that Mollie cannot perform a settlement of the Balance in your Account, to the extent permissible by law, for any case whatsoever, Mollie reserves the right to transfer these funds to its own accounts within one (1) year after its final notice to you. In such an event, you will have the possibility to file a request to retrieve these funds within five (5) years of the closing of your Mollie Account by sending an email to info@mollie.com. Mollie will examine your request within a reasonable timeframe and on the condition that you provide Mollie with the required information. Depending on the reason Mollie cannot perform a settlement of the Balance in your Account, it is possible that we will not be able to pay out the Balance to you.

Article 5.7. Rolling Reserve

For the duration of this Agreement, Mollie has the right to hold (i) a percentage of each Transaction we process for you and/or (ii) a specified amount, on a rolling basis over a specified period of time. This is called a rolling reserve and covers for inter alia Chargebacks and Refunds.

A rolling reserve is a reserve where a percentage of each Transaction processed on a day is held and released, on a scheduled delayed basis or a reserve of a specific amount. The details of the rolling reserve depend on the level of risk, given that some businesses are more likely to experience a high volume of Chargebacks and / or Refunds than others. Reasons to apply a rolling reserve are for example (this is not an exhaustive list):

- you operate in a high-risk industry;
- your transaction history shows increased Chargeback rates;
- you operate a new business with a lack of a history;
- your business model contains long delivery windows (eg. travel, hospitality, events or ticketing industry).

The rolling reserve mechanism will continue for the duration of this Agreement, unless Mollie informs you otherwise. When Mollie applies a rolling reserve, you still receive the full amount of the Transaction but settlements are (partially) delayed. The reserve amount that will be held in your Balance is safeguarded in accordance with Article 5.1.

Article 5.8. Guarantees

Immediately upon our request, you agree to provide us with one or more Guarantees as security for the payment of any amounts you owe us or may owe Mollie in the future, for example due to an excessive amount of Chargebacks (as mentioned in Article 5.4) or if there are clear indications that you are likely to become insolvent and / or unable to provide the products or services for which you use Mollie's Payment Services.

You are required to provide us with collateral, in the form of one or more Guarantees, that is sufficient to cover the amounts that you owe Mollie or may owe Mollie in the future. However, Mollie will not require you to provide more collateral than reasonably required. In assessing this, we take into account your risk profile, our credit risk with you, any change in the assessment of such factors, and all other factors or circumstances for which Mollie can demonstrate that they are relevant for us.

You must provide the type of Guarantee that Mollie deems suitable.

Article 5.9. Non-transferability of claims against Mollie by virtue of a positive Balance

Without Mollie's prior written consent, any claim that you have on Mollie by virtue of a positive Balance, may not be transferred, assigned, charged or pledged to a third party. Should you attempt to transfer or pledge any claim you have on Mollie by virtue of a positive balance to a third party, the aforementioned claim will not be transferred or a pledge will not be established in line with article 3:83 subparagraph two of the Dutch Civil Code. This consent is not required when Mollie or your house bank is the other party involved for such transfer, assignment, charge of pledge.

Article 5.10. Accounts with an increased risk profile

Mollie may apply a client due diligence Fee and/or a minimum monthly invoice amount ("MMIA") for Accounts with an increased risk profile. If a client due diligence Fee is applied to your Account and/or if an MMIA is applied to your Account from the beginning, you will be informed of this before verification (as described in Article 2.3) is completed. If an MMIA is applied during the Term of this Agreement you will be informed with one (1) month's notice. During the period that the MMIA is applied, you are obliged to pay the MMIA or the actual Fees for a specific month, whichever is higher. The MMIA becomes due and payable each calendar month. The MMIA will be deducted from your Balance. In the event that you do not have sufficient Balance, then Article 5.2 applies accordingly to the MMIA.

SECTION 6: SECURITY AND CONFIDENTIALITY

Article 6.1. Fraud

Mollie will have the right to terminate this Agreement with immediate effect, and/or suspend the provision of Payment Services and/or settlements temporarily in the event of (a suspicion of) Fraud, indications of Fraud, illegal activities and/or any other situations in which more detailed investigation needs to be conducted. Furthermore, as stated in Article 4.4., Mollie may decide to perform Refunds on your behalf to your Customers in exceptional circumstances. You will be notified of this by email or telephone, unless such notification is not permitted by law or considered desirable in the context of the investigation; Mollie will not be liable for losses incurred as a result of this investigation.

Article 6.2. Security and Fraud Measures

Mollie can provide you with security procedures and measures or make suggestions with a view to reducing Fraud. These procedures and measures can include processes or systems developed by Mollie or by third parties, including, but not limited to, the introduction of two-factor authentication (2FA) for logging in to the Dashboard. You agree to assess these procedures and measures and choose which of them are appropriate for your activities in order to protect you against unauthorised Transactions, and, if necessary, to use additional procedures and

systems not provided by Mollie. Switching off or refusal to use the security measures and/or procedures increases the chance of unauthorised Transactions.

If applicable to you, you are responsible for use of information on lost or stolen cards by which goods and/or services can be purchased on your Website. Mollie is not responsible, nor does Mollie indemnify you for losses or damage caused by the use of lost or stolen cards for the Payment Services. This also relates to losses arising from the use of lost or stolen credit cards to make purchases via your Website, or caused by usernames and passwords getting into the wrong hands. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

Article 6.3. Confidentiality

Parties will, barring prior written consent from the other Party, treat all data and information about the other Party (including its affiliates) that is secret or of confidential nature as strictly confidential, secure it in an appropriate manner and not disclose it to third parties in any way whatsoever. Parties will only use the above-mentioned information in the context of this Agreement.

Secret or confidential information is, barring written consent or what is stipulated by this Agreement, in any case, but not limited to: all information that is explicitly indicated as secret or confidential by the other Party, all information and data Parties come to know in the context of this Agreement, technical, financial and business information, drawings, formats, concepts, source codes, pilots and all other information which Parties know, or reasonably ought to know, is secret or of a confidential nature and should not be disclosed to third parties, for example because its disclosure could result in a reasonable chance that the other Party could incur a loss or other disadvantage.

Nor may Parties use or disclose confidential information and/or data provided to them or which they have come to know in the context of an Agreement in the event of, whether premature or not, full or partial termination of an Agreement, or after the termination of an Agreement.

Parties are entitled to disclose or hand over confidential information of the other Party to the competent authorities and government bodies, (both national and cross-border) in cases in which they are required to do so under applicable statutory provisions, or in which Mollie is required to deliver it to an Intermediary on the basis of agreements made with such an Intermediary. Mollie may also access, aggregate and use non-personally identifiable data, which will in no way identify the Customer, Organisation or any other individual. Mollie may use this data to a) better understand how its customers use the Payment Services; b) provide its customers with more information on the use and benefits of the Payment Services; c) improve business productivity, including by creating useful business insights from aggregated data that allow Organisations to benchmark their business performance against such aggregated data; and d) otherwise improve the Payment Services.

Mollie is entitled to provide information (including confidential information) to an Intermediary and/or a Financial Institution in the event of (a suspicion of) fraudulent use of the Payment Module and/or at the request of an Intermediary and/or Financial Institution.

Mollie is entitled to provide information (including confidential information) to any of its affiliates.

Article 6.4. Consumer Fraud

Mollie provides all Merchants with basic consumer fraud screening for card Transactions which may include processes or applications developed by Mollie, its affiliates, or third parties. A number of checks are made on card Transactions against a default group of rules maintained and set by Mollie. Each card Transaction is scored on its likelihood of being fraudulent. and scores are compared against a default threshold. Mollie blocks Transactions that breach the threshold.

All Merchants are assigned a 3D Secure 2 authentication policy for card Transactions by Mollie. By default, the 3D Secure 2 authentication policy is set to Dynamic. Merchants can opt out of Dynamic 3DS at their discretion, by requesting to move to an Always On policy, whereby all card Transactions are subject to a 3D Secure 2 authentication screen. Mollie reserves the right to move any Merchant to an Always On policy without prior notice.

Mollie may provide you with an additional 'Acceptance & Risk' service that operates in combination with basic consumer fraud screening. This service enables you to customise fraud protection settings for card Transactions, as well as customise your 3D Secure 2 authentication policy.

Mollie Acceptance & Risk, including possible custom settings provided directly or indirectly through this service, does not guarantee the prevention of fraudulent Transactions, nor guarantee protection against resulting Chargebacks or Fines. Regardless of the resulting total score, Transactions may be fraudulent or non-fraudulent.

You are ultimately responsible for the Transactions you choose to accept, including those that are later disputed or found to be fraudulent.

Mollie reserves the right to, without prior notice, add, change and / or remove fraud screening rules, scoring values and thresholds, including default settings and customisations made through Acceptance & Risk in the event that Mollie is of the opinion in its reasonable discretion that these pose an unacceptable risk for accepting fraudulent Transactions or creating increased Chargeback levels.

SECTION 7: PRIVACY

Article 7.1. Responsibilities of Parties in relation to processing of Personal Data

In the context of the execution of this Agreement, Personal Data are processed. Mollie processes Personal Data i) in the context of its Payment Services; ii) in connection with statutory obligations; iii) to ensure the safety and integrity of the financial sector, for example by identifying, investigating, preventing and actively countering (attempted) criminal/illegal conduct; and iv) to analyse, develop and improve our services and products. In our [Privacy Statement](#) we explain in more detail how and for what purposes we collect, use, retain, disclose and safeguard the Personal Data Mollie processes of you and your Customers.

With respect to the processing of Personal Data, both Parties are controllers within the meaning of the GDPR EU and the GDPR UK, insofar as they independently determine the purposes and means of the processing. To that end, each Party is solely responsible for the Personal Data which it processes and ensures compliance with Data Protection Laws. If required, Parties will inform each other of the security measures taken.

You undertake that you comply with all requirements set by applicable Data Protection Laws for the processing of Personal Data as presented to the Payment Module by you as the Organisation or by your Customers. Should you fail to comply with these obligations, or in the event that an Intermediary or a Financial Institution, court or government institution so requests or requires of Mollie, Mollie will be entitled to suspend its obligations with respect to you.

If applicable to you, you must comply with the rules as set out in the relevant parts of the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS). If, in spite of this, an "Account Data Compromise" (ADC) occurs nevertheless, and it occurs through your actions, you will be liable for this. In the event that Mollie and/or an Intermediary conducts an investigation as a result of an ADC, and costs are involved in this investigation, you hereby accept these costs and Fines in advance, only, however, insofar as Mollie has shared the amount, or an indication, of these costs beforehand with you. You can find information on PCI-DSS on the website of the PCI Council.

If Mollie considers it necessary to verify whether you meet the aforementioned PCI standards, you must immediately provide the documents from which this is clearly and unambiguously evident. You declare that you will only use suppliers that meet the PCI standards when it comes to the storage and transmission of payment data, particularly concerning, but not limited to, the card number (referred to as the Primary Account Number or PAN), the expiration dates of cards and the CVV2 code. You are advised not to store any such data at all, and you are aware that it is strictly prohibited at all times to store the CVV2 code in any form.

In your contract with your Customer, or in the general terms and conditions applicable to the relationship with your Customer, you must state that you use Mollie for the processing of Transactions, and that Personal Data of your Customer are shared with Mollie and its affiliates in this context. If applicable, you must ensure that your Customer, directly or indirectly, gives Mollie and its affiliates all required (explicit) consents as referred to in applicable Data Protection Laws.

Article 7.2. Protection of Personal Data

Mollie is responsible for the protection of Personal Data in its possession, and will take all administrative, technical and physical measures reasonable from a commercial point of view to protect your Personal Data and payment data against unauthorised access or unintended loss or alteration. Notwithstanding the above, Mollie cannot guarantee that unauthorised third parties will never be able to breach or circumvent the security measures taken by Mollie and use the Personal Data and/or payment data for malicious purposes. You accept this risk if you provide us with your own and your Customers' Personal Data. You are fully responsible for the protection of the Personal Data you process via your Website(s), your app, or you otherwise have in your possession.

In the event of a (suspected) data breach at your Organisation, in which payment data may be involved, you must notify Mollie of this data breach without delay, and under no circumstances later than two days (48 hours) after discovery of the data breach. Mollie or another Financial Institution may request additional information on this data breach, in which case you must provide such information without delay.

Article 7.3. Confidentiality of Personal Data

Each Party undertakes to take all necessary steps to keep Personal Data confidential. Mollie makes Personal Data available to third parties solely i) in the context of the Payment Services; and ii) where legally required. In other situations, Parties refrain from making any Personal Data available to any third party without the prior written consent of the other Party except for Mollie where necessary to perform the services.

In addition, in the event that Mollie receives complaints or questions from your Customers about you, Mollie can share your contact information with your Customers.

For more information about confidentiality of information in general, refer to Article 6.3.

SECTION 8: FINAL STIPULATIONS

Article 8.1. Third-Party Clause

Subject to the paragraph below, any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

Parties acknowledge that this Agreement also entails a third-party clause (as referred to in Book 6, Section 253 of the Dutch Civil Code) for and for the purposes of SMP. Rights of Parties under this Agreement will not require the approval of any third party.

Article 8.2. Indemnification

You indemnify and hold harmless Mollie and to the extent you receive services from Mollie BV, the SMP for any and all third-party claims, specifically including claims from Customers, Financial Institutions, regulators and/or Intermediaries as well as all costs reasonably incurred by Mollie or its affiliates in relation to such a claim arising from or in connection with:

- i. abuse of the Payment Module by the Organisation, as defined in Article 3.1;
- ii. defects in the Website and/or defects in the products and/or services provided by the Organisation;
- iii. non-compliance by the Organisation with obligations arising from this Agreement, applicable Scheme Rules and/or applicable (privacy) laws and regulation, including, but not limited to, the GDPR EU and GDPR UK;
- iv. any Fines or Fees charged by a Financial Institution or Intermediary in relation to your Account and the activities conducted; and
- v. non-compliance and/or unlawful acts in the broadest sense by you with respect to Customers and/or third parties.

If you are a Platform Merchant you shall indemnify, defend and hold harmless Mollie (and to the extent you receive services from Mollie BV, the SMP) from any and all claims, liabilities, costs and expenses (including reasonable legal fees) arising from or relating to claims from the Sub-merchant towards Mollie arising from non-compliance by you with any of the terms of this Agreement

Article 8.3. Liability

Mollie must be held liable in writing, after Mollie has been given a reasonable period to offer an appropriate solution. If Mollie is liable in connection with a breach of its obligations or for losses otherwise incurred by you, Mollie will be liable only for direct loss and not for indirect or consequential loss, even if such loss was foreseeable. Indirect or consequential loss means, but is not limited to, loss of goodwill, lost profits, missed (investment) opportunities, and missed savings.

If and insofar as Mollie is liable to you, unless and to the extent prohibited by applicable laws and regulations, such liability will be limited in all cases to an amount equal to the amount that you paid Mollie under this Agreement in the form of rates charged, to which the loss relates. In the event this Agreement has a term of more than six (6) months, the liability of Mollie will be limited to a maximum of the amounts received by Mollie under this Agreement in the last six (6) months, exclusive of VAT. Notwithstanding the preceding paragraphs, unless and to the extent prohibited by applicable laws and regulations, the liability of Mollie will in all cases be limited to EUR 10,000 (ten thousand euros) per harmful incident. A series of incidents counts as one (1) incident.

Article 8.4. Force Majeure

Parties will not be liable in the event of force majeure. "Force majeure" means: circumstances or events beyond the control of Parties – regardless of whether or not these circumstances were foreseen or foreseeable at the time any Agreement is signed – as a result of which Parties cannot reasonably be required to comply with their obligations under this Agreement. These circumstances include in any case, but are not limited to: war, fire, natural disasters, labour disputes, power outages, strikes, epidemics, pandemics, (changes to) government rules and/or comparable rules, embargoes, non-compliance (due to bankruptcy or other reasons) by suppliers and/or Financial Institutions and/or subcontractors, attachments, unavailability of the systems of Financial Institutions and/or telecommunication services and (attempted) unauthorised penetration in and/or unauthorised use of the systems, networks and databases belonging to Mollie, Mollie's affiliates, the Organisation, Intermediaries and/or Financial Institutions, and/or on which Mollie, Mollie's affiliates, the Organisation, Intermediaries and/or Financial Institutions depend, as well as all incompetent work performed on them by parties other than Mollie or third parties it has engaged.

Article 8.5. Intellectual Property

All intellectual property rights, including, but not limited to, all existing and future rights and claims on, or in relation to, the use of copyrights and neighbouring rights, chip rights, trading name rights, trademark rights, domain names, patent rights, design rights and database rights in relation to the platform or related items, will be vested exclusively in Mollie or Mollie's affiliates.

You have a right of use regarding a Payment Service for the term of this Agreement, to the extent it is necessary for performance of this Agreement. None of the stipulations in this Agreement will entitle you to any right with respect to the platform and/or the Payment Module or related items.

You will never have the right to make any adaptation or modification to the platform and/or the Payment Module, nor the right to make copies of them, to decompile the platform and/or the Payment Module and/or to modify or attempt to modify them otherwise.

Parties agree that during the term of the Agreement they may use each other's name and logo in any marketing and promotional activities and list these on its website and digital platforms

Article 8.6. Complaints, Outages and Support

When you discover a problem that renders the Payment Module unusable in the way specified in this Agreement, you must report this to Mollie as soon as possible. Mollie will process the report in its registration system and then make maximum efforts to arrive at a remedy for an Outage within a reasonable time, so that the Payment Module will once again provide the agreed functionality. Mollie will remain available during office hours to provide you with a reasonable level of technical support with your use of the Payment Module.

You must notify Mollie as soon as possible after discovering an Outage. In the event of an Outage, the following protocol must be followed:

- i. you must notify Mollie of the Outage as soon as possible, and in any event no later than within two (2) hours of you becoming aware of the Outage;
- ii. Mollie will register this and provide you with a ticket number as a reference to the Outage;
- iii. Mollie will start an investigation into the Outage and make efforts to arrive at a Solution within a reasonable time; and
- iv. Mollie will inform you of the Solution put in place.

If you have a complaint with the Payment Services we provide, please contact complaints@mollie.com. Further information on our complaints policy can be found on our public website. We will provide our response in writing on a durable medium (which may include by email). If your complaint is unresolved, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS"). Further information on the FOS contact details and the eligibility requirements can be located at our complaints page and at www.financial-ombudsman.org.uk.

Article 8.7. Statements regarding Financial Institutions

The following Financial Institutions act as processors:

- For Transactions processed under the brands MasterCard, Carte Bancaire and Visa:
 - Valitor hf, with offices at Laugavegur 77 - 101 Reykjavík, Sími 525-2000, Iceland, telephone number +354 525 2000;

- Checkout SAS, a simplified joint stock company (société par actions simplifiée) duly registered under the laws of France with the Trade and Companies Register of Paris under number 841033970, having its registered office address at 37-39 rue de Surène, 75008 Paris, France.
- Transactions under the American Express brand that are processed by American Express Travel Related Services Company INC and/or American Express Payment Services Limited, Hoogoorddreef 15, 1101 BA Amsterdam-Zuidoost, telephone: +31 20 504 8504.

You acknowledge and agree that the above mentioned Financial Institutions:

- i. are the party/parties concerned that possess licences to process the aforementioned Transactions on your behalf;
- ii. are responsible for informing you of the rules with which you must comply on behalf of the aforementioned brands, but that this information can be provided to you via Mollie;
- iii. are responsible for the ultimate payment of funds; and
- iv. are responsible for all funds retained temporarily (by the Financial Institution) as a guarantee for possible Claims for Chargebacks or Refund (see Article 5.4).

Article 8.8. Term, end and transfer of this Agreement

You accept the applicability of the terms of this Agreement as part of the registration process described in Article 2.1. This Agreement is entered into under the condition precedent that Mollie processes your first Transaction. If the aforementioned condition precedent is not satisfied within the first 12 months of your acceptance of the Agreement, the Agreement will definitely not come into effect. Upon timely fulfilment of this condition precedent this Agreement is effective for an indefinite period of time unless terminated.

Mollie has the right to terminate this Agreement, taking into account a notice period of at least two (2) calendar months. Mollie may terminate this Agreement with immediate effect (in writing) without prior notice in the event the Organisation:

- i. is suspected to be involved in illegal activities, money laundering, terrorism financing, or Fraud;
- ii. is likely to be subject to insolvency proceedings or to be declared bankrupt, has been granted a moratorium on payment, has discontinued its business activities or has been liquidated;
- iii. does not comply with Mollie's internal policies or risk appetite, which includes in any event an excessive Chargeback rate on your Account(s), and which policies and risk appetite may be updated from time to time;
- iv. is providing products or services which Mollie reasonably suspects to be in breach of the legislation in the country where they are offered from or to;
- v. has materially changed the type of services or products without obtaining Mollie's prior written permission to use the Payment Services;
- vi. has not complied with its obligations under this Agreement, the Scheme Rules and/or applicable laws and regulations after being sent a written notice of default.
- vii. finds itself in the situations mentioned in Articles: 2.1, 2.2, 3.1, 4.1 and/or 6.1.

You may always terminate this Agreement, taking into account a notice period of at least two (2) calendar months.

Chargebacks (as mentioned in Article 5.4) can arise a considerable time after a Transaction has been executed. Despite termination of this Agreement under this Article 8.8 for whatever reason, you acknowledge that Mollie will always be entitled to recover from you all Chargebacks that occur that relate to Transactions made before termination of this Agreement. This means that even after termination of this agreement, Mollie may, at its sole discretion, require you to maintain an adequate Balance until the risk that Chargebacks occur has expired.

Article 8.9. Corporate Opt Out

To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in this Agreement including, without limitation, Part 6 and those provisions of Part 7 of the PSRs which are permitted to be subject to disapplication.

Article 8.10. Miscellaneous other stipulations

This Agreement applies to all (legal) acts between you and Mollie and will remain applicable after termination of the services, regardless of whether you explicitly communicated this termination to us. The applicability of any other conditions (of use) or agreements is explicitly rejected, unless Parties explicitly agreed on this. A derogation from this Agreement will only be valid if Parties have agreed upon it in writing.

8.10.1 Amendments to the Agreement

This Agreement supersedes all previous agreements between the Parties, regardless of whether these agreements were made orally or set out in writing. Mollie reserves the right to amend this Agreement. The notification thereof can be made in writing, by email or via the Mollie Dashboard. The amendments will enter into effect one (1) months after notification, unless stipulated otherwise. If you do not wish to agree to these amendments, you will be entitled to terminate this Agreement, with a notice period of one (1) month.

8.10.2 Applicable law and jurisdiction

This Agreement is governed exclusively by English law and Parties must bring disputes before the courts in England and Wales.

8.10.3 No waiver of rights

If any provision from this Agreement is held invalid or unenforceable, such provision shall be struck out, and the remaining provision, the other articles will remain fully in force and shall be enforceable.

8.10.4 Outsourcing

Mollie has the right to outsource some of its services to any affiliate or third party.

8.10.5 No right of transfer or assignment

You may not transfer or assign any rights and obligations contained in this Agreement without prior written permission from Mollie, which permission can be given under certain conditions, to be determined at such time. You hereby give Mollie permission in advance (including as referred to in Book 6, Section 159 of the Dutch Civil Code (BW)), to transfer or assign any rights or obligations under this Agreement at any time to any affiliate of Mollie or any third party to be indicated by Mollie. If and insofar as necessary or desirable, you undertake as well to confirm the aforementioned permission in writing.

8.10.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such provision shall be deemed modified to the least extent necessary to make it valid, legal, or enforceable. If such modification is not possible, the provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been part of this Agreement.

8.10.7 Electronic acceptance

Each Party hereby agrees that this Agreement, and any ancillary agreements, amendments, or related services, may be entered into and agreed upon electronically. The Parties further agree that the electronic acceptance of this Agreement, including through click-through or other electronic consent mechanisms, shall constitute a valid signature and will be legally binding, and shall be deemed effective and enforceable. The Parties acknowledge and confirm that they have the capacity to enter into this Agreement electronically, and that electronic execution of this Agreement shall have the same legal effect as a handwritten signature. Each party agrees not to contest the validity or enforceability of this Agreement executed electronically under any applicable laws relating to whether certain agreements must be in writing or physically signed by the party to be bound thereby.