

## SECTION I: USER AGREEMENT

### Introduction

Thank you for choosing Mollie!

In this User Agreement (“**Agreement**”), we set out the terms and conditions that apply between you, the Organisation (“**you**” or “**your**”), whose details are included on the registration page in the Payment Module under ‘business information’, and Mollie B.V. (“**Mollie**”, “**we**”, “**us**” or “**our**”). In this Agreement, each party is referred to separately as a Party and jointly as the Parties.

### Definitions

In this Agreement, the terms below are defined as follows:

<b>Account</b>	The account held with Mollie in the Organisation’s name for which the Organisation or Mollie enables one or more Payment Methods, records Transactions, updates Balances and so forth.
<b>API</b>	The application programming interfaces that may be used to access the Payment Module.
<b>Application Fees</b>	Any fees for recurring use or licence fees that the Platform Merchant charges to Sub-merchants.
<b>Balance</b>	The funds that are available in your Account after factoring in all Fees, debit and credit entries that 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.
<b>Beta Services</b>	A pre-release service that is not yet generally available.
<b>Brand(s)</b>	Logos, trademarks, trade names, slogans or other indications of ownership.
<b>Business Day</b>	Any day, other than a Saturday, Sunday, or public holiday in the Netherlands.
<b>Chargeback</b>	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 credited 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.
<b>Customer(s)</b>	Your customers who wish to pay for your products and/or services through the Payment Module.
<b>Dashboard</b>	A web page that Mollie makes available to the Organisation through an access code, where 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.

<b>Data Protection Laws</b>	All applicable legislation relating to data protection and privacy including, but not limited to, the GDPR, all local laws and regulations that amend or replace any of them, and any national implementing laws in any Member State of the European Economic Area (EEA), to the extent they apply in any other country, as amended, repealed, consolidated or replaced from time to time.
<b>Dynamic 3DS</b>	The dynamic (or case-by-case) application of 3D Secure 2 authentication. 3D Secure 2 authentication allows you to avoid liability for certain Chargebacks in case of Fraud (for example, a chargeback claim due to a lost or stolen card). Applying Dynamic 3DS can result in liability for Chargebacks in case of Fraud.
<b>Error Message(s)</b>	An error message that results in you being unable to use the Payment Module in a way as intended in this Agreement.
<b>Fees</b>	The compensation to be paid to Mollie for the use of the Payment Module and the Payment Services. Fees include charges for Transactions and POS (such as processing a payment), charges for services like Dynamic 3DS and Acceptance & Risk, Fines and charges for other events related to your Mollie Account (such as handling a disputed debit, charges from Intermediaries or Financial Institutions relating to your Organisation's risk category or business operations, Mollie's costs-to-serve, a request for information or other charges imposed on Mollie).
<b>Financial Institution(s)</b>	One or more banks or credit institutions that the Payment Module is connected to and that process Transaction(s) for which an order has been given through the Payment Module.
<b>Fine</b>	Any cost, charge, penalty, service fee or fine imposed on you or Mollie by an Intermediary, Financial Institution or otherwise, as a result of a breach of the applicable Scheme Rules by the Organisation, Chargebacks, Fraud or other occurrences related to your Organisation and Account.
<b>Fraud</b>	Wrongful or criminal deception intended to result in financial or personal gain.
<b>Guarantee</b>	Collateral that you provide as security for Chargebacks, Refunds, Fines, Fees and/or other liabilities due to Mollie. Collateral includes, but is not limited to, a right of pledge in favour of Mollie on one of your assets, a deposit, a parental or other guarantee, the funds held by Mollie, withheld by Mollie from your Account and/or that you separately deposit with Mollie on Mollie's request. This may also include personal or other guarantees or securities that are requested by Mollie.
<b>Intermediary/Intermediaries</b>	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, the networks they use for transmitting and processing transactions and judicial or government authorities.
<b>Marketing Materials</b>	Marketing materials to be used by the Partner as made available to the Partner through the partner manager or on Mollie's website.

<b>Mollie</b>	Mollie B.V., with its offices at Keizersgracht 126, 1015 CW Amsterdam. Mollie B.V. is licensed to provide payment services under the Dutch Financial Supervision Act (Wft) and, as such, is supervised by the De Nederlandsche Bank under client number F0038.
<b>Mollie Connect</b>	Mollie Software made available to the Platform Merchant, which is built on the OAuth standard to link Accounts unidirectionally between a Platform Merchant and a Sub-merchant. The Platform Merchant gains certain rights, including, but not limited to, viewing rights, managing Sub-merchants, charging Fees, routing and splitting payments and receiving referral commissions.
<b>Multi-currency Processing</b>	Mollie supports the processing of Transactions in different foreign currencies, including settling these Transactions to the Organisation's Balance in a currency different from that in which the Organisation accepted a payment from its Customer.
<b>Organisation</b>	The organisation that aims to use Mollie's Payment Module for purposes including, but not limited to, the sale of products and/or services to Customers.
<b>Outage</b>	An unannounced interruption or unintentional modification in the operation of the Payment Module, which results in the Payment Module not delivering the functionality agreed with the Organisation.
<b>Payment Information</b>	All personal financial, card or transaction information corresponding to a Transaction processed through the Payment Module.
<b>Payment Method</b>	The way in which a Customer wishes to pay the Organisation for the products or services delivered or to be delivered. This payment method must be offered by Mollie (to the specific Organisation), by the Organisation to its Customer, and the resultant transactions must be processed by the Payment Module.
<b>Payment Module</b>	The Software developed by Mollie by which: <ul style="list-style-type: none"> <li>● Transactions can be presented to Financial Institutions for processing, possibly through one or more Intermediaries;</li> <li>● Information on the status of the processing of payments can be displayed and/or sent to the Organisation by email;</li> <li>● The Organisation can view data relating to Transactions on the Dashboard by entering an access code;</li> <li>● Features that are made available can be enabled.</li> </ul>
<b>Payment Services</b>	The collective set of services provided by Mollie, which include online payments and POS payments, 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.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person.

<b>Platform</b>	Any type of multi-sided marketplaces and other electronic commerce or software platforms.
<b>Platform Fees</b>	Any fees for recurring use or licence fees that the Platform Merchant charges to Sub-merchants, which may include Mollie's Fees.
<b>Platform Merchant</b>	The Account that has connected one or more Sub-merchants through Mollie Connect.
<b>POS</b>	In-person Transactions processed through Mollie using a point-of-sale Terminal or Device, where the Customer is physically present.
<b>Refund</b>	The instruction to return all or some of the funds for an existing Transaction to a Customer.
<b>Scheme Rules</b>	The rules and regulations of certain Intermediaries that offer a Payment Method, as apply and are supplemented from time to time, and which the Organisation must adhere to when using any Payment Method.
<b>Security Measure</b>	Any procedure or measure that Mollie prepares or proposes for the purpose of reducing the risk of Fraud and/or credit risk in the Organisation's use of the Payment Module. Mollie or the Organisation can implement such security measures by way of policy, processes and/or systems.
<b>SMP</b>	Stichting Mollie Payments, a foundation with its offices at Keizersgracht 126, 1015 CW Amsterdam, registered at the Dutch Chamber of Commerce under no. 50205773. SMP receives and manages the funds received on behalf of the Organisation. As a safeguarding foundation for third-party funds, SMP is affiliated with Mollie B.V., and therefore included by De Nederlandsche Bank in its supervision.
<b>Software</b>	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.
<b>Solution</b>	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 with the Organisation.
<b>Split Payments</b>	The Mollie Connect functionality that can be used to split payments between a Platform Merchant and a Sub-merchant as described in the Mollie Connect documentation for splitting payments.
<b>Sub-merchant</b>	The Account that is connected to a Platform Merchant through Mollie Connect.
<b>Terminal</b>	A device provided through Mollie or a third-party supplier to submit a POS Transaction to Mollie using a Customer's Payment Information, which enables Mollie to offer POS to the

	Organisation. This could also be a compatible mobile phone or other device. A Terminal must be compatible with the Payment Module.
<b>Transaction(s)</b>	Orders given through the Organisation's Website or one of its Terminals by one or more Customers for the Organisation's products and services, which order is presented for processing to one or more Financial Institutions by using the Payment Module, which includes POS.
<b>Website</b>	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 Mollie's position

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 that you or your Sub-merchants deliver. Mollie provides a more detailed description of its services and features in its published documentation, APIs and additional resources that are made available to you on our website or in your Dashboard.

Mollie cannot be held liable for the products and/or services that are acquired through using the Payment Module. During the provision of Payment Services, Mollie acts as a technical service provider for the Financial Institution that ultimately provides the Payment Service under this Agreement.

## SECTION 2: REGISTRATION WITH MOLLIE

### Article 2.1 Registration Process

Mollie's services are available only to legal entities and legal constructs (organisations) acting in a business capacity, and explicitly not to individuals who wish 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, other applicable laws and regulations and KYC ("**Know Your Customer**") criteria, as required by Mollie, its affiliates and/or imposed by Financial Institutions or Intermediaries, Mollie must ask you for certain information that you are obliged to provide. Consequently, during the registration process, Mollie will request information including the name of your organisation, its trading name (if applicable), address details, email address, telephone number, registration number with the Chamber of Commerce (or local equivalent), VAT number and any other information that we may reasonably request from time to time, which you need to provide immediately on request. You must also provide Mollie with information on your Organisation's ultimate beneficial owners. The persons you register with Mollie must also be competent and authorised to that effect. You must also confirm your nationality during registration, and that you are authorised to pursue business activities in the registered country.

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 any changes to 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 or after your onboarding, which you need to provide immediately on request. We may suspend your Account with immediate effect or terminate this Agreement without a notice period if you fail to keep this information up to date and/or if you do not provide us with the requested information immediately on request.

You register with Mollie using a valid email address. When registering with Mollie, you need to choose a password. This password is 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 password, and you must inform Mollie of its loss, theft and/or misuse.

If you are eligible, you will be able to receive payments on your Mollie Account after your registration, but this does not mean that Mollie has already accepted your application. 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. Payments of the Balance are possible only after full verification. If your application is declined, we may not be able to pay 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. Using the Payment Module on Websites other than those registered with Mollie explicitly and in advance is not allowed. Nor is initiating Transactions through 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 through 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 any such URLs immediately after their discovery.

Where you mention the Payment Method(s) available to Customers on and besides the payment page of your Website, you must include all Payment Methods you offer and display the Brand(s) pertaining to the Payment Method, as prescribed by the specific Payment Method. You must not criticise or deliberately misrepresent any Payment Methods or the services linked to them, nor engage in any activities that damage the interests or Brands of Mollie or the Payment Method(s). If you do so, Mollie may suspend your Account immediately.

## **Article 2.3 Verification and Acceptance**

After registration, we will verify your identity and assess the risk that your business activities constitute for Mollie. Based on this assessment, we will decide whether to accept your application for the Payment Services. 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 provide additional information for these verification activities, including financial statements, invoices, permits or other types of identification or permissions issued by government authorities. By accepting the terms of this Agreement as part of the registration process, you give us and the Financial Institution (if this is considered necessary) permission to retrieve information about you and to provide this information to third parties, including, but not limited to, businesses engaged in recording creditworthiness and other information providers. You also give these third parties permission 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 continue to meet our conditions and comply with this Agreement.

You give Mollie permission to share information about you, your application (regardless 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 regulatory requirements 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 these cases, Mollie will 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 the suspension or termination of your Account.

### **SECTION 3: SERVICES PROVIDED BY MOLLIE**

#### **Article 3.1 Payment Module**

Mollie will endeavour to keep the Payment Module available to you. However, Mollie cannot guarantee complete and permanent availability of the Payment Module. Mollie is entitled to deactivate the Payment Module for maintenance purposes. Where reasonably possible, this will be done at night and communicated in advance. Mollie may modify the Payment Module at any time and is not required to maintain, modify or add certain properties or functions, in general or specifically for the Organisation.

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

If you use the Payment Module in a way as referred to below, this use will always (but not exclusively) qualify as acting in breach of this Agreement:

- i. Purchasing, selling or providing products and/or services whose purchase, sale or provision in the country of origin, the country in which the products and/or services are offered, or in the Netherlands is in conflict with any applicable law or regulation or causes an unacceptable risk for Mollie's reputation;
- ii. Selling products and/or services without the Organisation being willing or able to deliver them to one or more Customers within a reasonable period;
- iii. Using Personal Data in conflict with the General Data Protection Regulation, or insufficiently informing Customers in a way as referred to in the General Data Protection Regulation;
- iv. Hacking, phishing or unauthorised penetration in the system and/or network structure of Mollie, Financial Institutions, Intermediaries, suppliers and/or third parties;
- v. Collecting payments without a valid contract between you and the Customer;
- vi. Deliberately misleading Customers, Mollie, Financial Institutions, Intermediaries, suppliers and/or third parties;
- vii. Failing to establish an operating model suited to adequately treating Customer complaints and disputes;
- viii. Breaching any Scheme Rules or PCI-DSS (as defined under Article 7.1); and
- ix. Committing Fraud, financing of terrorism, 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 website or make reference to them. When (i) you enable a Payment Method through our Support channels or through the Dashboard, (ii) agree to a proposed Payment Method through 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 usually be activated before they can be used in the Payment Module.

To the extent the Organisation or its Customers use iDeal as a Payment Method, you agree to indemnify and hold harmless (i) any issuing bank that makes bank accounts available to a Customer, or (ii) such bank that is identified as an issuing bank on the Customer's payment card or bank statement ("**Customer Issuing Bank**"), for

any third-party claim against a Customer Issuing Bank in relation to an iDeal Transaction processed through Mollie. This indemnity excludes any gross negligence or intent of a Customer Issuing Bank.

Mollie may also 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 at your discretion in the Dashboard or by requesting this through 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 option of receiving payments from your Customers in foreign currencies. If you use this option, Mollie converts the payments for you into an amount in euros, or such other currency that you agree with Mollie. Mollie calculates the amount to be received by you for each individual payment on the basis of the buying rate (a combination of the currency exchange rate at the time of the payment, the costs as charged by Mollie's supplier and other factors) and a mark-up. Unless the Parties agree otherwise, Mollie usually sets this mark-up at two (2) per cent of the exchange rate charged to it.

Mollie will convert Chargebacks and Refunds into the foreign currency that your Customer used to pay you. Your Customer will always receive the full amount of the payment. Mollie will calculate the amount you will be charged for the Refund or Chargeback on the basis of the buying rate (a combination of the currency exchange rate at the time of the reimbursement, the costs as charged by Mollie's supplier and other factors) and a mark-up. Unless the Parties agree otherwise, Mollie usually sets this mark-up at two (2) per cent of the exchange rate charged to it.

If your Account is eligible for Multi-currency Processing of Transactions, Mollie may offer you the option to have funds settled to your Balance in the same currency in which you accepted payment from your Customer. To use this option, 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, subject to a one (1)-month notice period. If you maintain multiple Balances in different currencies, you may elect to convert those funds to a currency we support prior to settlement to your bank account. Such currency conversions, including any associated costs, are governed by paragraph 1 and 2 of this Article 3.3.

### **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 to enable Sub-merchants to accept payments for the products and services they deliver. 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(s) you have with your Sub-merchants. You must clearly and prominently explain the nature of your Platform or Website and the activities that you will perform on their behalf to your Sub-merchants. The Platform Merchant will be solely responsible for any deduction or Balance transfer instruction given to Mollie on behalf of a Sub-Merchant. The Platform Merchant represents and warrants that any instructions provided to Mollie are accurate and correct to the best of its knowledge. Mollie may rely on any instruction as having been properly authorised by the relevant Sub-Merchant in accordance with the Platform Merchant's user terms, and Mollie will not be obliged to verify the validity or correctness of such instructions. The Platform Merchant must indemnify and hold Mollie harmless against all and any third-party liabilities, losses, damages, costs or claims

(including reasonable legal fees) arising from or in connection with erroneous or unlawful deductions or the Platform Merchant's Balance transfer instructions.

- II. If you connect your Mollie Account to a Platform Merchant you will become a Sub-merchant and you authorise the Platform Merchant to do the following on your behalf and instructions (among other things):
  - i. access your Mollie Account and the selected Transaction data 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) and other relevant amounts from funds payable to you from Transactions processed in connection with the Platform Merchant. You must separately agree to pay any Application Fees with the Platform Merchant. 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 must not in any way prevent or restrict 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](#).

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, notwithstanding Article 5.6 of this Agreement. If Gross Settlements are enabled, Mollie will send you a monthly invoice for all Fees accrued during the preceding month, and the amounts due under such invoice must be paid within thirty (30) days of your receipt of that invoice by email or in your Dashboard. All payments must be made in the currency stated on the invoice, within the agreed period, without any deduction or set-off for any reason, unless specified otherwise in the invoice. You may not suspend your payment obligations. Mollie may disable the Gross Settlements setting, suspend your Account with immediate effect or terminate this Agreement without a notice period if you fail to adhere to the payment terms as agreed in this Article 3.4.

#### **3.4.1 Splitting Payments 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. As the Platform Merchant is the owner of the Transaction, the payment information is visible only in the Platform Merchant's Dashboard. Unless agreed otherwise, the Platform Merchant will be invoiced for the Fees. The Sub-merchant will only receive the funds in its Balance that the Platform Merchant has split and allocated to it.

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 before imposing such fees.

When using Split Payments, the Platform Merchant will be solely liable and responsible for the consequences of a Transaction towards Mollie and for the Fees that Mollie charges for the Payment Services.

#### **Article 3.5 Reserve Balance**

At our sole discretion, we may allow you to hold a Reserve Balance with us. A Reserve Balance relates to funds that we hold on your behalf, solely for the purpose of making Refunds at any time. The funds held in the Reserve Balance will be held in a Mollie safeguarding account and are deemed to be payment orders to be executed on a future date that you specify. We retain the right 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.

## Article 3.6 Point of Sale

### 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 always adhere to the conditions and restrictions that apply from time to time, including, but not limited to, Mollie-specific business requirements, laws and regulations or Scheme Rules.

POS Transactions can only be submitted through 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 through the Mollie Dashboard or a unique link provided by Mollie. Alternatively, you can purchase a compatible Terminal through 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 must pay the monthly fee if your Terminal is being used or connected in a month, regardless of the duration. You can activate or deactivate a Terminal each month as required, for instance only during peak season.

Additional obligations may apply to Third-Party Terminals and Devices, either as set out here or communicated under separate cover.

#### ***Mollie Terminal***

Once your purchase is finalised, our selected supplier, which may be substituted from time to time, will deliver your Terminal. When you purchase a Terminal, you accept the [supplier's prevailing terms and conditions and its warranties](#). The Fees and Terminal will be also visible in your Dashboard. The Terminal will be ready to use on delivery, containing both the Software and a SIM card. Support for the Terminal is outlined under 3.6.3.

#### ***Third Party Terminal***

If you choose a Third-Party Terminal, you must ensure that 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 damage arising from the use of such Third-Party Terminal, including rendering the Payment Module or Payment Services unavailable for POS Transactions, are not at Mollie's expense or risk. Hardware Support is not offered for Third-Party Terminals.

### 3.6.3 Support

Mollie aims to offer commercially reasonable and standard hardware and software support for POS and Terminals through the designated Mollie support channels in your Dashboard ("**Support**"). Support will be provided solely to the registered persons for your Organisation. Support does not include in-store staff support. For Terminals purchased through the Mollie Dashboard, the Support provided is subject to the accepted [supplier's terms and conditions and its 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 or Device (“**POS Software**”).

- Mollie will occasionally release Software updates. Either you or Mollie will need to install the POS Software update remotely on the Terminal and/or Device and you may need to activate it to complete the update. For instance, the Terminal and/or Device should be connected to the internet and you will either need to accept the update or install and update the Software yourself on a Terminal or Device.
- Mollie will give you reasonable notice of any upcoming POS Software update, with the appropriate instructions and information on the new updates and improvements. In critical or exceptional circumstances – as Mollie may reasonably determine – we may update the POS Software without reasonable notice.
- You must ensure any required Software updates have been installed and that you are always using the latest version available on compatible Devices.
- Mollie will also give you reasonable notice if a certain type of Terminal or Device is no longer supported by the POS Software. In this case, you will need to purchase a compatible Terminal and/or Device.
- You must ensure that any Terminal or Device has the most recent POS Software updates installed and that the appropriate configuration settings are implemented.

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

### **3.6.5 Termination**

- You can cease your use of POS Software and the Terminal, temporarily or otherwise, by deactivating the Terminal and, if applicable, its SIM card. Any due Fees must be paid before deactivation. If you reactivate your Terminal, POS Software or SIM card after three (3) months, your eligibility for POS will be reassessed.
- Mollie may cease your use of POS and the Terminal:
  - 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 giving reasons and without this affecting the Agreement further.

If Mollie does so within six (6) months of your first POS Transaction, you will receive a reasonable pro-rated compensation for the purchased Terminal(s).

- If Mollie ceases to offer POS for the reasons mentioned in Article 8.8 under i. up to vii. you will not be entitled to compensation for the purchased Terminals.

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

### **3.6.6 General conditions**

You agree to and must comply with all the following requirements when using POS and a Terminal through 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. Unless agreed otherwise with Mollie, the Terminal can only be used in the country where the Organisation is registered. The Terminal can 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 Transactions are deemed to have been processed from an unauthorised jurisdiction or the Terminal is deemed to have been used for unauthorised 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 changed, unless any communication or documentation provided by Mollie expressly authorises it.
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**

At its sole discretion, Mollie may occasionally invite you to use potential new services or features, under development and not yet available to all our customers, on a trial basis. Beta Services may be subject to additional terms and conditions, which Mollie will provide to you prior to your use of those services. Beta Services and all associated conversations and materials relating to them will be considered Mollie's Confidential Information and subject to the confidentiality provisions of this Agreement. Mollie makes no representations or warranties that the Beta Services will function properly. Mollie may discontinue the Beta Services at any time, at its sole discretion. Notwithstanding Article 8.3, and unless and to the extent prohibited by applicable laws and regulations, Mollie will have no liability for any harm or damage arising from or in connection with a Beta Service.

## **SECTION 4: YOUR OBLIGATIONS**

### **Article 4.1 Prohibited Activities**

You must only accept payments and process them through Mollie's Payment Module for the lawful sale and provision of legal products and services according to the Organisation's country of establishment, the Customer's country and the Netherlands. 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 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 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 pose an unacceptable risk to Mollie based on its 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 you are nevertheless accepting payments for prohibited activities as referred to in this Agreement, you must cease these prohibited activities immediately at Mollie's request. If you do not cease the prohibited activities within the period 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. If Mollie determines that your activities pose a risk to it that cannot be remedied, Mollie reserves the right to terminate this Agreement with immediate effect and without prior notice for such activities. Any Fines imposed by an Intermediary in relation to a breach of this section are payable by 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 will continue to obtain and hold) 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 will ensure 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, 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 or services that you sell.

Mollie reserves the right to refuse to provide Payment Services and/or to 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 those applicable in the Netherlands.

#### **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, Chamber of Commerce 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 your Customers within a reasonable time, when the questions in the emails relate to your products 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 the delivery or cancellation of an order. If Mollie receives complaints about you, and these complaints require Mollie to conduct an investigation or perform other activities, it may charge you a reasonable Fee for handling these complaints, all at its own discretion.

Mollie is neither 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, including, but not limited to, if you are not responsive during Mollie's investigation or if Mollie has a strong suspicion of Fraud, Mollie may decide at its own discretion and in accordance with its internal policies to Refund the Customer for a disputed Transaction on your behalf. Notwithstanding Article 8.3, you acknowledge and agree that Mollie will bear no liability towards you in this case, unless and to the extent prohibited by applicable laws and regulations.

### **SECTION 5: PAYMENTS AND FUNDS**

#### **Article 5.1 Safeguarding Funds**

Mollie must safeguard the funds received on your behalf. For this purpose, Mollie uses a separate entity, Stichting Mollie Payments (SMP). The Parties acknowledge and agree that SMP receives funds on behalf of the Parties and safeguards them in accordance with Mollie's instructions. SMP is not required to verify the correctness of Mollie's instructions. Consequently, each payment made by SMP is made on Mollie's instructions, and each incorrect payment is therefore the consequence of incorrect instructions given to that effect by Mollie. Each request for a payment to which you are or think you are entitled will therefore be a request to Mollie, and you waive your right to demand the amount from SMP or to take legal action to demand such an amount from SMP.

#### **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 Mollie's website is applicable. Unless agreed otherwise, Mollie will deduct the Fees from your Balance. If your Balance is insufficient to pay the Fees, you must either (i) pay the outstanding Fees based on an invoice that Mollie will provide or (ii) manually top-up the Balance through the Dashboard for the amount of Fees payable. If

you fail to pay any Fees within 30 days of receipt of an invoice, Mollie may terminate the Agreement with immediate effect. Mollie does not negotiate 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 use 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 you are charged for using a Platform Merchant's services, 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 differ from the Fees listed on its website. Mollie's Fees will either be disclosed in your Dashboard, or they will be consolidated with the Platform Fees. We may deduct both our Fees for the Payment Services and the Application Fees or Platform Fees specified to us by the Platform Merchant from your Balance.

Depending on the situation, the fees that a Platform Merchant charges a Sub-merchant for using its Platform or Website may exclude any rates that Mollie charges to the Sub-merchant for using the Payment Services.

#### **5.2.2 Changes in Fees**

Mollie may adjust the Fees unilaterally. If the Fees increase, we will inform you at least one (1) month before this new rate takes effect, by email or through the Mollie Dashboard. If you inform us within one (1) month after receiving this information from Mollie, in writing or by email, that you do not agree to this increase, you may terminate this Agreement as at the date on which the new Fees takes effect. If you do not notify us and/or fail to terminate this Agreement, the Fee increase will take effect on the date we initially set.

#### **5.2.3 Fees and taxes**

Unless explicitly stated otherwise, all rates listed in this Agreement or on Mollie's website exclude VAT and other government charges. You are solely responsible for determining whether any taxes or fees apply to your Mollie Account, and the Platform Merchant's or Sub-merchant's use of Mollie Connect and the Payment Services. You are also solely responsible for assessing, collecting, reporting, and remitting taxes to the appropriate tax and revenue authorities and for complying with applicable tax regulations. If Mollie is required to withhold any taxes, we 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.

For 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.

#### **Article 5.4 Chargebacks**

Mollie does not represent, warrant or undertake and accepts no liability for Transactions that are automated and completed, but which the Customer or Financial Institution later reverse in whatever form. Such Chargebacks may be, but are not limited to, the result of:

- i. a dispute with the Customer;

- ii. unauthorised Transactions , including if 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 institution involved, the rules of this Agreement, or which are allegedly unlawful or suspicious;
- iv. a reversal for any reasons used by the card network, the Financial Institution or the Cardholder's card-issuing institution;
- v. the violation of applicable Payment Method rules or of this Agreement; or
- vi. if we have reason to believe that the Transaction is unlawful or fraudulent.

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

#### **5.4.1 Set-off**

You agree that Mollie may, and authorise Mollie to, set off any amounts you owe to Mollie under this Agreement or any other agreement between the Parties (including, but not limited to, any Chargebacks, Fines or Fees) against any Balance in any of your Accounts, including Business Accounts, or a Guarantee, after prior notice by Mollie, regardless of whether such amounts are due now or in the future, whether such amounts are contingent, and regardless of the currency in which such amounts are denominated.

You also explicitly agree that Mollie may set off any amounts you owe to Mollie between Accounts of different Organisations if those Organisations share at least one ultimate beneficial owner who is 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 could result in a Chargeback, Mollie may retain the amount of the possible Chargeback and any associated Fees or Fines, or withhold such amounts from any proceeds due to you or the Balance on your Account, until such 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 specific terms of the Payment Method, the period during which a Customer can dispute the Transaction in question has expired; or
- iv. Mollie has established that a Chargeback will no longer occur.

#### **5.4.3 Dispute handling**

You may dispute a Chargeback imposed on you. We can assist you in this through notifications and software. However, we do not accept any liability for our role or assistance in disputing the Chargeback. Unless specified otherwise, you undertake to provide us, at your expense, with the information needed to investigate and help resolve the Chargeback within three (3) Business Days of our request. You give us permission to share relevant information with the card holder, the card-issuing institution, the Intermediary, the Financial Institution and our affiliates to help resolve a dispute. You are aware that not providing us promptly 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 for our investigation and our mediating 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 how you can use our services, including, but not limited to:

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

If there are an excessive number of Chargebacks, the Financial Institutions and/or Intermediaries may also implement additional checks and restrictions in the processing of your Transactions.

If you are a Platform Merchant and use Split Payments, you will be fully responsible and liable for the Sub-merchant's Chargebacks and Refunds, to the extent that Mollie cannot collect the Chargeback or Refund from the Sub-merchant's Balance.

## **Article 5.5 Funds**

SMP receives all payments that your Customers make for one or more Transactions, after deduction of the costs withheld by the Financial Institution, which are not included in Mollie's Fees. SMP is a separate entity whose sole purpose is to safeguard funds received on your behalf. SMP keeps amounts that you owe to Mollie for Mollie, and the remainder for you. Where necessary, you authorise Mollie to receive all payments relating to your Transactions in SMP's account(s).

## **Article 5.6 Settlements**

### **5.6.1 Settlement and frequency**

We will settle amounts to an account held in your name at a designated bank using the beneficiary information you provide us. You acknowledge that solely you are responsible for the correctness of the beneficiary information and that we may rely on that information to the fullest extent permitted by law.

We generally settle amounts to your bank account using the Single Euro Payments Area system ("SEPA"). It typically takes 1–3 Business Days for your funds to be credited. In some cases, this period may be longer, for example, if your beneficiary bank does not participate in the standard clearing or settlement system used by Mollie. From time to time, at our discretion, we may use alternative payment methods, in which case the payment timelines may vary. If you use Mollie Connect or a third party to process Transactions through Mollie, the Platform Merchant or third party may apply a different settlement frequency, which they must communicate to you directly.

We will only settle funds for validly processed Transactions if and to the extent we have actually received such funds from the relevant Acquirer or Intermediary, and no further deductions or reservations apply. If we settle funds that we have not actually received from the relevant Acquirer or Intermediary, whether as a result of delay, default, non-payment or any other reason, you must promptly repay us any amounts that we have paid out but not actually received ("**Settlement Reversal**"). If we have already paid such funds to you, we may recover the corresponding Settlement Reversal amount (i) through direct reimbursement by the Organisation immediately on request, or (ii) by deducting or setting off such amounts from or against any present or future settlement amounts due to the Organisation, in accordance with Article 5.4.1 (Set-Off).

If we subsequently receive the relevant funds from the Acquirer or Intermediary, we will settle such funds to you without undue delay. You acknowledge that we do not have any control over the timely or correct settlement of funds by the relevant Acquirer or Intermediary, and we will not be liable to you for any late or incorrect settlement, or for any amounts not ultimately received from such parties.

Mollie will apply a minimum payment 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 through the Dashboard or other Software, such as the Mollie App. If we discover a difference in the payment made to you and the outstanding Balance, we reserve the right to settle the difference or reclaim the incorrect payment until the situation has been corrected.

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

### **5.6.2 Settlement after termination**

Following the termination of this Agreement by a Party, Mollie may decide at its own discretion to delay the final payment of any Balance, in whole or in part, until the period that (i) Transactions that can be subject to Chargebacks has lapsed, (ii) Mollie has established that a Chargeback will no longer occur or (iii) no open disputes with Customers exist.

If Mollie exceptionally cannot settle the Balance in your Account, to the extent permissible by law, for any reason, we reserve the right to transfer these funds to our own accounts within one (1) year of our final notice to you. In such an event, you may 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](mailto:info@mollie.com). Mollie will examine your request within a reasonable period and on condition that you provide us with the required information. Depending on the reason why Mollie cannot settle the Balance in your Account, it is possible that we will not be able to pay the Balance to you.

### **Article 5.7 Rolling Reserve**

For the duration of this Agreement, Mollie may 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. This is called a rolling reserve and covers Chargebacks, Refunds and the like.

A rolling reserve is (i) a reserve in which a percentage of each Transaction processed on a day is held and released, on a scheduled delayed basis or (ii) 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 or Refunds than others. Reasons to apply a rolling reserve include:

- you operate in a high-risk industry;
- your transaction history shows increased Chargeback rates;
- you are operating a new business with no history;
- your business model involves long delivery windows (e.g. travel, hospitality, events or ticketing industry).

The rolling reserve mechanism will continue for the duration of this Agreement, unless Mollie informs you otherwise. If Mollie applies a rolling reserve, you will still receive the full amount of the Transaction but full or partial settlements will be delayed. The reserve amount held in your Balance will be safeguarded in accordance with Article 5.1.

### **Article 5.8 Guarantees**

Immediately on our request, you agree to provide us with one or more Guarantees as security for the payment of any amounts you owe 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 or otherwise unable to provide the products or services for which you use Mollie's Payment Services.

You must provide us with collateral, in the form of one or more Guarantees, sufficient to cover the amounts that you owe or may owe Mollie in the future. However, Mollie will not require you to provide more collateral than is 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 that we can demonstrate are relevant for us.

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

#### **Article 5.9 Non-transferability of claims against Mollie because of a positive Balance**

Unless we give our prior written consent, any claim that you have against Mollie because 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 against Mollie because of a positive balance to a third party, this claim will not be transferred and a pledge will not be established under Section 3:83, subparagraph 2 of the Dutch Civil Code. This consent is not required if Mollie or your bank is the other party to such a transfer, assignment, charge or pledge.

#### **Article 5.10 Accounts with an increased risk profile**

Mollie may apply a client due diligence Fee 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 or if an MMIA is applied to your Account from the outset, 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 must 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. If your Balance is insufficient, Article 5.2 applies by analogy to the MMIA.

In addition to the due diligence Fee or MMIA, Mollie may, at its discretion, charge an Offboarding Fee if you engage in fraudulent, abusive or other conduct that violates this Agreement. The Offboarding Fee is to cover the costs of investigation, enforcement, remedy and offboarding that we incur as a result of your conduct. We will reasonably determine the amount of the Offboarding Fee. The Offboarding Fee may be deducted from any funds held in your Account or otherwise be invoiced to you. This is in addition to and without prejudice to any other rights or remedies available to Mollie.

### **SECTION 6: SECURITY AND CONFIDENTIALITY**

#### **Article 6.1 Fraud**

Mollie may terminate this Agreement with immediate effect or suspend the provision of Payment Services and/or settlements temporarily or permanently in the event of actual or suspected indications of Fraud, illegal activities or any other situations in which more detailed investigation needs to be conducted. Furthermore, as stated in Article 4.4, Mollie may decide to make 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 multi-factor authentication (MFA) for logging in to the Dashboard. You agree to assess these procedures and measures and to choose those 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 refusing to use the security measures and/or procedures increases the chance of unauthorised Transactions.

Where applicable, you are responsible for the use of information on lost or stolen cards that can be used to purchase products and/or services on your Website. Mollie is not responsible and will not indemnify you for losses or damage caused by the use of lost or stolen cards for the Payment Services. This includes losses arising from the use of lost or stolen credit cards to make purchases through your Website or resulting from

unauthorised access to usernames and passwords. You must also reimburse us fully for any losses we incur as a result of the use of lost or stolen credentials or accounts.

### **Article 6.3 Confidentiality**

Unless the other Party gives its prior written consent, the Parties must treat all data and information about the other Party (including its affiliates) that is secret or confidential in nature as strictly confidential, secure it in an appropriate manner and not disclose it to third parties in any way. The Parties must only use the aforementioned information for the purpose of this Agreement.

Notwithstanding written consent or what is stipulated under this Agreement, secret or confidential information always includes, but is not limited to, all information that is explicitly indicated as secret or confidential by the other Party, all information and data Parties become aware of in the context of this Agreement, technical, financial and business information, drawings, formats, concepts, source codes, pilots and all other information that the Parties know, or reasonably ought to know, is secret or confidential in nature and must 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.

The Parties may not use or disclose confidential information and/or data provided to them or which they have become aware of in the context of an Agreement in the event of full or partial termination of an Agreement, or after the termination of an Agreement, regardless of whether such termination is early.

The 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 such information to an Intermediary on the basis of agreements made with that Intermediary. Mollie may also access, aggregate and use non-personally identifiable data, which must 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 may provide information (including confidential information) to an Intermediary and/or a Financial Institution in the event of actual or suspected fraudulent use of the Payment Module or at the request of an Intermediary and/or Financial Institution.

Mollie may 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 multi-authentication policy for card Transactions by Mollie. By default, the 3D Secure multi-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, under which all card Transactions are subject to a 3D Secure multi-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 multi-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 provide guaranteed 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, without prior notice, to add, change and/or remove all fraud screening rules, scoring values and thresholds, including default settings and customisations made through Acceptance & Risk, if we are of the opinion in our reasonable discretion that these pose an unacceptable risk of accepting fraudulent Transactions or creating increased Chargeback levels.

## **SECTION 7: PRIVACY**

### **Article 7.1 Responsibilities of Parties in relation to processing of Personal Data**

Personal Data is processed for the purpose of performing this Agreement. 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 actual or 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 that Mollie processes of you and your Customers.

With respect to the processing of Personal Data, both Parties are controllers within the meaning of the EU General Data Protection Regulation, to the extent that they independently determine the purposes and means of the processing. To that end, each Party is solely responsible for the Personal Data that it processes and ensures compliance with Data Protection Laws. If required, the Parties must inform each other of the security measures implemented.

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 may suspend its obligations with respect to you.

Where applicable, 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). This is your explicit responsibility and not Mollie's. Further information on how to become PCI compliant can be found in our dedicated 'Introduction to PCI DSS' [help centre article](#). If an Account Data Compromise (ADC) nevertheless occurs through your actions, you will be liable for it. If Mollie and/or an Intermediary conducts an investigation as a result of an ADC, and costs are involved in this investigation, you accept these costs and Fines in advance; however, only to the extent that Mollie has shared the amount, or an indication of these costs with you beforehand. You can find information on PCI-DSS on the PCI Council's website.

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 for the storage and transmission of payment data, specifically including, but not limited to, the card number (referred to as the Primary Account Number or PAN), the expiry dates of cards and the CVV2 code. You are advised not to store any such data at all, and you are aware that storing the CVV2 code in any form is strictly prohibited at all times.

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 for this purpose. If applicable, you must ensure that your Customer directly or indirectly gives Mollie and its affiliates all required consent, explicit or otherwise, as referred to in applicable Data Protection Laws.

### **Article 7.2 Protection of Personal Data**

Mollie is responsible for protecting the Personal Data in its possession, and must implement all reasonable administrative, technical and physical measures 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 our security measures and use the Personal Data and/or payment data for malicious purposes. You accept this risk if you provide us with your and your Customers' Personal Data. You are fully responsible for protecting the Personal Data you process through your Website(s), your app or that you otherwise have in your possession.

If an actual or suspected data breach occurs 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, which you must provide without delay.

### **Article 7.3 Confidentiality of Personal Data**

Each Party undertakes to implement all necessary steps to keep Personal Data confidential. Mollie makes Personal Data available to third parties solely (i) for the purpose of the Payment Services; and (ii) where legally required. In other situations, the Parties must refrain from making any Personal Data available to any third party without the other Party's prior written consent unless Mollie needs to do so to perform the services.

If Mollie receives complaints or questions about you from your Customers, we can also share your contact information with your Customers.

For more information about the confidentiality of information in general, see Article 6.3.

## **SECTION 8: FINAL STIPULATIONS**

### **Article 8.1 Third-Party Clause**

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

### **Article 8.2 Indemnity**

You must indemnify and hold Mollie and SMP harmless against all and any third-party claims, specifically including claims from Customers, Financial Institutions, regulators 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 in the products and/or services provided by the Organisation;
- iii. the failure of the Organisation to comply with obligations arising from this Agreement, applicable Scheme Rules or applicable privacy or other laws and regulation including, but not limited to, the General Data Protection Regulation;
- iv. any Fines or Fees charged by a Financial Institution or Intermediary in relation to your Account and the activities conducted; and
- v. your non-compliance and/or unlawful acts in the broadest sense with respect to Customers and/or third parties.

If you are a Platform Merchant you must indemnify, defend and hold Mollie harmless against all and any claims, liabilities, costs and expenses (including reasonable legal fees) arising from or relating to the Sub-merchant's claims against Mollie arising from your failure to comply with any of the terms of this Agreement.

### **Article 8.3 Liability**

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

If and to the extent that Mollie is liable to you, our liability will be limited in all cases to an amount equal to the amount that you have paid us under this Agreement in the form of rates charged, to which the loss relates. If the term of this Agreement exceeds six (6) months, our liability will be capped at the amounts we received under this Agreement in the previous six (6) months, excluding VAT. Notwithstanding the preceding paragraphs, unless and to the extent prohibited by applicable laws and regulations, our liability will always be capped at EUR 10,000 (ten thousand euros) per harmful incident. A series of incidents counts as one (1) incident. Any claim against us will lapse three (3) months after you became aware of the harmful incident, unless we acknowledge the claim in writing.

#### **Article 8.4 Force Majeure**

The Parties will not be liable in the event of force majeure. Force majeure means circumstances or events beyond the Parties' control – regardless of whether these circumstances were foreseen or foreseeable at the time any Agreement was signed – as a result of which the Parties cannot reasonably be required to comply with their obligations under this Agreement. These circumstances always include, but are not limited to, war, fire, natural disasters, labour disputes, power outages, strikes, epidemics, pandemics, government or comparable rules and changes to those rules, embargoes, non-compliance (due to bankruptcy or other reasons) by suppliers and/or Financial Institutions and/or subcontractors, attachments, the unavailability of Financial Institutions' systems and/or telecommunication services and actual or attempted unauthorised penetration in 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 and marketing**

##### **8.5.1 Intellectual Property**

All intellectual property rights, including, but not limited to, copyrights, neighbouring rights, chip rights, trading names, trademarks, domain names, patents, designs and database rights in relation to the Platform, Payment Module, Payment Service or related items are and will remain the exclusive property of Mollie or its affiliates.

For the term of this Agreement, and subject to its conditions, Mollie grants you a limited, free, non-exclusive, non-transferable and revocable licence to:

- i) access and use the Payment Service solely as necessary to perform this Agreement;
- ii) market and distribute Mollie's Payment Services to Merchants;
- iii) use the Mollie trademarks, URLs and related Marketing Materials provided by Mollie, solely for the purpose of promoting Mollie's Payment Services.

When using Mollie's trademarks and/or Marketing Materials you must (i) not acquire any rights beyond those expressly granted; (ii) not register, adopt or use any name, trademark, domain or designation confusingly similar to Mollie's; (iii) use Mollie's logos only in the form provided, without alteration, distortion or combination with other elements, and only for purposes expressly permitted; (iv) not use Mollie's trademarks and/or Marketing Materials in any unlawful way (including unsolicited commercial emails); (v) maintain the quality of your products and services at industry-standard levels or higher; promptly correct any improper use or quality issues on Mollie's request; (vi) use the correct trademark symbols ("™" or "®") and indicate Mollie's ownership when referencing a licensed Mollie logo in materials.

For the duration of this Agreement, you grant Mollie a non-exclusive, non-transferable, royalty-free licence to use your trademarks and logos, without modification, solely in connection with promoting and marketing the Payment Service.

### **8.5.2 Marketing**

Mollie may send you information relevant to the Partner Programme, the Payment Service or other matters it deems relevant, through the Mollie Dashboard or email. During the term of this Agreement, both Parties may use each other's name and logo in marketing and promotional activities, including on websites and digital platforms.

### **Article 8.6. Complaints, Outages and Support**

If 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. We will process the report in our registration system and then do our utmost to remedy the Outage within a reasonable time, so that the Payment Module once again provides the agreed functionality. Mollie will remain available during office hours to provide you with a reasonable level of technical support when using the Payment Module.

You must notify Mollie as soon as possible after discovering an Outage. If an Outage occurs, the following protocol must be followed:

- i. you must notify Mollie of the Outage as soon as possible, and always within two (2) hours of you becoming aware of the Outage;
- ii. Mollie will register this Outage and provide you with a ticket number as a reference to it;
- iii. Mollie will investigate the Outage to try and find a Solution within a reasonable time; and
- iv. Mollie will inform you of the implemented Solution.

If you have a complaint about our Payment Services, please contact us at [complaints@mollie.com](mailto:complaints@mollie.com). Further information on our complaints policy can be found on our website. We will respond in writing on a durable medium (which may include by email).

### **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:
  - Rapyd Europe hf, with offices at Dalshraun 3, 220 Hafnarfjörður, 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 Paris Trade and Companies Register under number 841033970, having its registered office at 37-39 rue de Surène, 75008 Paris, France.
- For Transactions processed under the American Express brand 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 aforementioned Financial Institutions:

- i. are licensed to process the aforementioned Transactions on your behalf;
- ii. are responsible for informing you of the rules that you must comply with on behalf of the aforementioned brands, but that this information can be provided to you through Mollie;
- iii. are ultimately responsible for the payment of funds; and
- iv. are responsible for all funds retained temporarily by them as a guarantee for any Claims for Chargebacks or Refunds (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 fulfilled within the first twelve (12) months of your acceptance of this Agreement, this Agreement will not come definitively into effect. If this condition precedent is fulfilled in due time, this Agreement will be effective for an indefinite period unless terminated.

Mollie may terminate this Agreement, subject to a notice period of at least two (2) calendar months. Mollie may terminate this Agreement in writing, with immediate effect, without prior notice, and without any resultant liability towards the Organisation, if the Organisation:

- i. is suspected of being involved in illegal activities, money laundering, financing of terrorism, or Fraud;
- ii. is likely to be subject to insolvency proceedings or to be declared bankrupt, has been granted a moratorium on the payment of its debts, has discontinued its business activities or has been liquidated;
- iii. does not comply with Mollie's internal policies or risk appetite, which always include 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 that Mollie reasonably suspects to be in breach of the legislation in the country where they are offered to or from;
- 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 or applicable laws and regulations after having been sent a written notice of default;
- vii. finds itself in the situations mentioned in Articles 2.1, 2.2, 3.1, 4.1 or 6.1.

Mollie may also terminate this Agreement in writing and with immediate effect, if applicable laws or amendments to those laws mean that we can no longer provide the Payment Service(s). If reasonably possible, we will inform you in advance of any discontinuation of the Payment Service(s) under these circumstances.

You may always terminate this Agreement, subject to 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 performed. Notwithstanding termination of this Agreement under this Article 8.8 for whatever reason, you acknowledge that Mollie may always recover from you all Chargebacks that occur in relation to Transactions performed before the 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. Miscellaneous**

This Agreement applies to all acts intended to have legal effect between you and Mollie and will remain applicable after termination of the services, regardless of whether you explicitly communicated this termination to us. Unless the Parties have explicitly agreed otherwise, the applicability of any other conditions (of use) or agreements is explicitly rejected. As mentioned in Article 2.1, our services are not intended for personal or household purposes. Consumer protection laws and regulations – including, but not limited to, laws implementing the European Payment Services Directive (2015/2366 and any updates or replacements of it) – are expressly excluded from this Agreement, and the existence of this Agreement will not be deemed a business-to-consumer relationship. The Parties also agree that Sections 516 to 519, 520(1), 522(3), 527, 529 to 531, 534, 543, 544 and 545, Book 7 of the Dutch Civil Code do not apply and the Parties have agreed on a different term than that set by Section 526, Book 7 of the Dutch Civil Code. A derogation from this Agreement will be valid only if the Parties have agreed to it in writing.

### **8.9.1 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 (except any Partner Benefits, if applicable). Mollie reserves the right to amend this Agreement. Notice of an amendment can be given in writing, by email or through the Mollie Dashboard. Unless stipulated otherwise, the amendments will enter into effect one (1) month after the notice. If

you do not wish to agree to these amendments, you may terminate this Agreement, subject to a one (1)-month notice period.

Mollie may amend this Agreement with immediate effect, if necessary due to regulatory requirements, applicable laws or amendments to those laws. We will communicate any amendments to you as soon as reasonably possible.

#### **8.9.2 Applicable law and jurisdiction**

This Agreement is governed exclusively by Dutch law and the Parties must bring any disputes before the court in Amsterdam. If any provision of this Agreement is held to be invalid or unenforceable, it will be voided, and the remaining provisions of this Agreement will remain fully in force and be enforceable.

#### **8.9.3 No waiver of rights**

Any failure or delay by us to enforce any right or provision under this Agreement will not be deemed a waiver of such right or provision, it will not affect the enforceability of any part of this Agreement and any waiver of a right or provision will not be deemed a waiver of any subsequent right or provision.

#### **8.9.4 Outsourcing**

Mollie may outsource some of its services to any of its affiliates or a third party.

#### **8.9.5 No right of transfer or assignment**

You may not transfer or assign any rights and obligations under this Agreement without Mollie's prior written permission, which can be given subject to certain conditions, to be determined at that time. You give Mollie permission in advance, as referred to in Section 159, Book 6 of the Dutch Civil Code, to transfer or assign any rights or obligations under this Agreement, at any time, to any affiliate of Mollie or any third party designated by Mollie. If and insofar as necessary or desirable, you also undertake to confirm the aforementioned permission in writing.

#### **8.9.6 Severability**

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

#### **8.9.7 Electronic acceptance**

Each Party agrees that this Agreement, and any ancillary agreements, amendments or related services, may be entered into and agreed electronically. The Parties further agree that the electronic acceptance of this Agreement, including through click-through or other electronic consent mechanisms, constitutes a valid signature, will be legally binding and 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 has 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 by it.

## SECTION II. PARTNER AGREEMENT

This SECTION II only applies to you if you are a Partner. This Partner Agreement is a supplement to the User Agreement and sets out the additional rights and obligations that apply to Mollie and to you as a Partner.

### SECTION 9: PARTNER AGREEMENT

#### Article 9.1 Definitions

<b>Client</b>	A customer or relation of the Partner that is not yet a known Organisation of Mollie.
<b>Effective Date</b>	The date on which this Agreement is signed.
<b>Financial Terms</b>	Separate agreement with a Partner, containing specific arrangements and Partner Benefits, which is incorporated into and forms part of this Agreement.
<b>Mollie Partner Account</b>	The Account held with Mollie in the Partner's name.
<b>Partner</b>	The Organisation holding the Mollie Partner Account that receives the Partner Benefits for connected or referred Merchants, as applicable, under the Partner Programme.
<b>Partner Programme</b>	Mollie's partner programme, as described in Article 9.2 of this Agreement and whose details are described in the Partner Programme guide, which may be shared with the Partner from time to time.
<b>Partner Benefits</b>	The benefits that Mollie provides to the Partner under the Partner Programme, further described in the Financial Terms, and subject to the Partner fulfilling the terms and conditions under this Agreement.

#### Article 9.2 The Partner Programme

If you are a Partner, you may participate in the Partner Programme. To participate in the Partner Programme, you must complete the registration process with Mollie and have a fully accepted Mollie Partner Account. Mollie may accept or reject any application for the Partner Programme at its sole discretion.

Under the Partner Programme, you agree to actively refer, connect and/or introduce Clients to Mollie with the aim of such Clients becoming Merchants or connecting Merchants through Mollie Connect. In doing so, you may promote and market the Payment Service to your Clients or Merchants through various channels, and, if applicable, incorporate the Payment Service into your technology stack, all in compliance with the terms of this Agreement and using Mollie trademarks and/or Marketing Materials provided by Mollie.

#### Article 9.3 Partner Benefits

Mollie may offer you the Partner Benefits, as further described and agreed in the Financial Terms. Mollie may, at its sole discretion, change the Partner Programme and the Partner Benefits on written notice to you through the Mollie Dashboard or by email.

You acknowledge and agree that any Partner Benefits are made available to you subject to your compliance with the terms and conditions of this Agreement. If you at any time (a) do not meet or fail to perform any of the obligations under this Agreement, or (b) Mollie reasonably determines that you do not qualify for the Partner Programme, Mollie may, at its discretion (i) remove, suspend, withhold or refuse payment of any Partner Benefit and/or (ii) terminate this Agreement including Partner Benefits, subject to Article 8.8.

#### **Article 9.4 Amendments**

Mollie reserves the right to (a) update, revise or modify the Partner Programme at any time, provided that this change does not impact the Financial Terms and (b) withdraw or cancel the Partner Programme. The notice for this purpose can be made in writing, by email or through the Mollie Dashboard. Unless stipulated otherwise, the amendments will enter into effect one (1) month after notice is given. If you do not wish to agree to these amendments, you may terminate the Agreement, subject to a one(1)-month notice period.

#### **Article 9.5 Independent Contractors**

Parties to this Agreement act on their own behalf as independent contractors. Nothing in this Agreement creates any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relationships set out in this Agreement, and you are expressly precluded from acting on Mollie's behalf. Your display of Mollie's trademarks under this Agreement, other content presented by you, or contact between you and third parties must not misrepresent the relations described in this Agreement.

#### **Article 9.6 Non-solicitation**

Except as expressly provided in this Agreement, you must not knowingly cause or permit any of your employees, agents, principals, affiliates or subsidiaries (i) to solicit or otherwise cause or encourage Merchants to cease doing business with Mollie; (ii) to otherwise interfere in the relationship between the Organisation and Mollie; (iii) to in any way publicly disparage, call into disrepute or otherwise defame or slander Mollie or any of its affiliate companies, or (iv) to in any way adversely affect Mollie's reputation or the reputation of any of its affiliate companies. This article does not in any way limit either Party's freedom to conduct or publish any public advertising and marketing campaigns or events aimed at customer acquisition for competing services, regardless of whether such services are offered in conjunction with a third-party partner, provided that these advertising and marketing campaigns or events do not specifically target Mollie's Organisation base. This Article 9.6 will apply for a period of twelve (12) months after termination of this Agreement.

#### **Article 9.7 No surcharge**

During the term of this Agreement, you agree not to charge any existing or new Mollie Merchants any gateway fees or to charge (or increase) any other costs that are not charged to (or increased for) customers using your own or white-labelled payment solution, or to customers using a third-party payment processing partner.

#### **Article 9.8 Entire Agreement**

This Agreement and Financial Terms constitute the entire Agreement between the Partner and Mollie. Specific terms, including on the set-up and financial arrangements, are agreed in the Financial Terms, which are incorporated into and form part of this Agreement. Unless specified otherwise, a deviating term and/or deviating termination rights may be explicitly agreed for convenience in the Financial Terms or previous arrangements and are excluded from this article.

All referred or connected Organisations/Clients that have been assigned to the Partner before the Effective Date will remain as such to determine the Partner Programme Benefits of the Partner under the current Partner Programme.