

MOLLIE CONNECT TERMS

Welcome to Mollie's Connect Terms. These apply between you (the Organisation), and Mollie. The Mollie Connect Terms govern your use of Mollie Connect services (either as a Sub-merchant or a Platform Merchant) and are additional to the User Agreement. In the event of any conflict or inconsistency between the definitions and provisions of the User Agreement and these Mollie Connect Terms, these Mollie Connect Terms prevail, but only in relation to the Mollie Connect services. You can find the definitions section at the bottom of this page.

SECTION 1: GENERAL

Article 1 Platform Merchant and Sub-merchant relationship

Mollie Connect allows you to integrate the Services into your Platform to enable Sub-merchants to accept payments for the products and services they sell on or via the Platform.

The Platform Merchant may represent or act on behalf of Sub-merchants towards Mollie, provided it does so in accordance with this Agreement and its own user terms applicable to Sub-merchants. The Platform Merchant must clearly and prominently disclose to each Sub-merchant the nature of the Platform and the activities to be performed on their behalf, which may include:

- i. viewing Sub-merchant Transactions processed via the Platform;
- ii. splitting payments in accordance with Article 3 of these Mollie Connect Terms and instructing Mollie to deduct Platform Fees or other amounts from a Sub-merchant's Balance prior to final settlement to the Sub-merchant's payment or bank account;
- iii. initiating Refunds and/or Chargebacks; and
- iv. managing Sub-merchant settlement frequency for Transactions processed on or via the Platform. A detailed description of the features of Mollie Connect is set out in the Mollie Connect Documentation.

Mollie maintains a direct contractual relationship with each Sub-merchant and may provide Services directly and independently of the Platform Merchant. The Platform Merchant must not in any way prevent or restrict Sub-merchants from accessing Services outside of their relationship with the Platform Merchant.

The Platform Merchant is responsible for all deduction and Balance transfer instructions it gives to Mollie on behalf of a Sub-merchant, and guarantees that these are correct. Mollie is entitled to rely on any instruction from the Platform Merchant as having been duly authorised by the relevant Sub-merchant in accordance with this Agreement and the Platform Merchant's user terms, and is not obliged to verify the validity or correctness of such instructions. The Platform Merchant shall indemnify and hold Mollie harmless against all third-party liabilities, losses, damages, costs and claims (including reasonable legal fees) arising from or in connection with erroneous or unlawful deductions or Balance transfer instructions.

Mollie may enable Gross Settlements, in which case the Platform Merchant may receive settlements without prior deduction of Fees for Services, notwithstanding Article 5.4 of the User Agreement. If Gross Settlements are enabled:

- i. Mollie will issue a monthly invoice for all Fees accrued in the preceding month;
- ii. such invoice must be paid within thirty (30) days of receipt by email or via the Dashboard;
- iii. all amounts must be paid in the invoice currency, in full, without deduction or set-off, unless otherwise specified in the invoice; and
- iv. the Platform Merchant may not suspend its payment obligations.

If the Platform Merchant fails to comply with these payment terms, Mollie may disable Gross Settlements, suspend the Platform Merchant's Account with immediate effect, or terminate this Agreement without a notice period.

If you are a Sub-merchant, you authorise the Platform Merchant to perform one or more of the following actions on your behalf :

- i. access your Mollie Account and view Transaction data generated on or via the Platform;
- ii. assist you with creating and managing Transactions with your Customers;
- iii. Split payment in accordance with Article 3.4.1; and
- iv. deduct Application Fees (for example, fees for use of the Platform Merchant's services) and other relevant amounts from your Balance before final settlement to your (third-party) payment or bank account. Such deductions or instructions are to be agreed separately between Sub-merchant and Platform Merchant. Any Application Fees will be in addition to the Fees that Mollie charges for its Services provided directly to you.

Article 2 Application, Platform and shifted Fees

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

As Sub-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 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 Sales Channel(s) may exclude any rates that Mollie charges to the Sub-merchant for using the Services.

Article 3 Splitting Payments with Mollie Connect

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 Platform Fee to the Sub-merchants for the use of its Platform by splitting the funds of a Transaction between the Platform Merchant and the Sub-merchant. The Platform Merchant is responsible for communicating such Platform Fees and for receiving the Sub-merchant's explicit consent for splitting payments before imposing such fees.

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

Article 4 Settlement frequency

If you use Mollie Connect as a Platform Merchant, you may determine the settlement frequency to Sub-merchants. You must communicate this to your Sub-merchants directly.

Article 5 Fees and taxes

The rates in your Dashboard or on Mollie's website exclude VAT and other government charges, unless stated otherwise. You are 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.

Article 6 Indemnity

The Platform Merchant 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 its failure to comply with any of the terms of this Agreement.

Article 7 Liability Refunds & Chargebacks

The Platform Merchant is fully responsible and liable for Refunds relating to its Sub-merchants' Transactions, to the extent Mollie is unable to recover the relevant amount from the Sub-merchant's own Balance or Refund Reserve.

If you are a Platform Merchant and use Split Payments, the Platform Merchant is 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 8 Disclosure of Mollie's role as financial service provider

Before onboarding a Sub-merchant, and for as long as the Sub-merchant remains connected through Mollie Connect, the Platform Merchant must clearly disclose, in all marketing and Sales Channels, and in any onboarding materials aimed at (prospective) Sub-merchants, that Mollie provides the financial services to the Sub-merchant. This disclosure must at least state:

- i. that the payment services and any other Services offered through the Platform or Sales Channel(s) are provided by Mollie BV;
- ii. Mollie BV's registered address is Keizersgracht 126, 1015 CW Amsterdam, the Netherlands;
- iii. Mollie BV's Chamber of Commerce (KvK) registration number is 30204462;
- iv. that Mollie BV is licensed and supervised by De Nederlandsche Bank (DNB) as an electronic money institution and payment institution, under relation number F0038; and
- v. any other information as required from time to time under Applicable Laws or by supervisory authorities.

The Platform Merchant must keep this disclosure up to date and must implement any changes Mollie communicates without undue delay. Mollie may provide the Platform Merchant with mandatory wording or templates for this disclosure, which the Platform Merchant must use without material alteration. A failure to comply is a material breach of this Agreement and entitles Mollie to suspend or terminate the Platform Merchant's access to Mollie Connect.

SECTION 2: DEFINITIONS

Application Fees	Any fees that the Platform Merchant charges to Sub-merchants, for example but not limited to, recurring fees, licence fees or amounts owed by Sub-Merchant to the Platform Merchant related to the processing of Transactions via the Platform.
Mollie Connect	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.

Platform	Any type of multi-sided marketplaces and other electronic commerce or software platforms.
Platform Fees	Any fees for recurring use or licence fees that the Platform Merchant charges to Sub-merchants, which may include Fees for use of the Platform.
Platform Merchant	The Account that has connected one or more Sub-merchants through Mollie Connect.
Split Payments	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.
Sub-merchant	The Account that is connected to a Platform Merchant through Mollie Connect.