

GENERAL TERMS AND CONDITIONS MOLLIE B.V.

1. In these General Terms and Conditions the following terms shall have the following meanings, where the singular shall also be meant to include the plural:

General Terms and Conditions	These General Terms and Conditions
Payment Module	The software developed by Mollie by which: <ul style="list-style-type: none"> • Transactions for processing may be offered to financial institutions, directly or through one or more intermediaries; • Status information on the processing of payments to Merchant and Merchant's customers can be displayed and/or can be sent by e-mail; • By using the password, the Merchant can access the summary page to consult data related to transactions;
Services	The Payment Services;
Payment Services	The services provided by Mollie, which relate to the completion of payment instructions by clients on the website of the Merchant by means of the use of the Payment Module;
Payment Services Agreement	A Payment Services Agreement and the addenda thereto, between Mollie and Merchant with regard to the Payment Services;
Merchant	Any natural (male / female) and/or legal person with whom an Agreement has been concluded and whom purchases Payment Services;
Mollie	The limited liability company (in Dutch: <i>besloten vennootschap</i>) Mollie B.V, that has its registered office at the Keizersgracht 313, 1016 EE Amsterdam;
Party	A party to a Payment Services Agreement;
Parties	The parties to a Payment Services Agreement;
Platform	The software platforms developed by Mollie that Mollie uses for performing its Services;

General

2. These General Terms and Conditions apply to all Agreements, as well to all other (legal) acts between Mollie and Merchant and will remain applicable between Mollie and Merchant after the Payment Services Agreement.

3. The applicability of any other general terms and conditions is explicitly dismissed. No other general terms and conditions form part of any Payment Services Agreement, unless agreed otherwise in writing.
4. Any deviations from these General Terms and Conditions are only valid if agreed upon explicitly in writing.
5. Merchant warrants that it will provide in a timely manner the correct and complete name, address and resident information and other data required for the Services.
6. The username and password supplied by Mollie to Merchant are strictly personal and should be kept secret. The Merchant is responsible for any abuse of the username/password and shall immediately notify Mollie of any loss, theft and/or abuse.
7. A Payment Services Agreement will be concluded by the Merchant signing or approving the Payment Services Agreement and returning it to Mollie.
8. Mollie will strive to keep the Payment Module available and accessible, but Mollie does not warrant the full and permanent availability and accessibility of the Payment Module.
9. Merchant is obliged to report to Mollie any changes in company status, company structure, services or any other changes.

Fraud

10. Mollie shall provide the agreed Services to the best of its knowledge and ability. All commitments and obligations of Mollie in the context of an Payment Services Agreement are commitments and obligations on a best effort basis.
11. Mollie has the right to temporarily or permanently block the Services and/or pay outs to the Merchant in the event of suspected fraud, indications of fraud and/or situations where further research is required, which may include but are not limited to events in which changes as described in article 9 have been announced by the Merchant. Merchant will be informed in writing in any such case, unless such notification is not deemed desirable in the interest of the investigation. Mollie shall not be liable for any damage suffered as a consequence thereof.

Privacy

12. Mollie will use any personal data made available to it only to the extent necessary for the performance of its services.
13. Mollie will not provide any personal data to third parties, with the exception of a website profile created by a Merchant.
14. Mollie is registered with the Dutch Data Protection Authority (in Dutch: *College Bescherming Persoonsgegevens*) under number 1449126.
15. Merchant shall have the right, upon request, to inspect the personal data with regard to the Merchant as registered by Mollie.

Other provisions

16. All periods and/or dates specified by Mollie are target dates, unless expressly agreed otherwise in writing. Mollie will only be in default after having been given a notice of default in writing and after being granted a reasonable recovery period.
17. Mollie is entitled to have certain services or part of services carried out by third parties.
18. Unless otherwise agreed, any Payment Services Agreement entered into is entered into for an indefinite period of time.
19. Each Party to a Payment Service Agreement has the right to terminate such Payment Service Agreement, taking into account a notice period of one (1) month.

20. Each Party is entitled to terminate a Payment Services Agreement in the event the other party has been granted a suspension of payments, files for bankruptcy or is declared bankrupt.
21. All intellectual property rights, including, but not limited to, all existing and future rights and claims on, or relating to the use of, copyright and neighbouring rights, chips rights, trade name rights, trademarks, domain names, patents, design rights and database rights in respect of the Platform and/or related matters are held solely by Mollie.
22. Merchant has a right of use in respect of a Service for the duration of the Payment Services Agreement, to the extent necessary for the performance of such Service and Payment Services Agreement. None of the provisions in the Payment Services Agreement and/or in these General Terms and Conditions grants Merchant any rights regarding to the Platform and/or the Payment Module and/or any related matters.
23. In no event has the Merchant the right to make any modifications to the Platform and/or the Payment Module. In addition, the Merchant shall in no event have the right to decompile, copy or otherwise (attempt to) edit the Platform and/or the Payment Module.
24. Without the prior written consent of the other Party, Parties shall keep the other Party's secret or confidential information and data strictly confidential, secure appropriate manner and will in no way be disclosed to third parties. Parties will only use the information as meant in this provision in the context of a Payment Services Agreement.
25. In the event Mollie is liable in respect of failure in the performance of the Payment Services Agreement or is otherwise liable for any damages suffered by Merchant, Mollie will in no event be liable for indirect damages. Indirect damages shall include, but not be limited to: loss of goodwill, loss of profits, lost savings and lost (investment) opportunities.
26. Mollie or any third parties engaged by Mollie, shall never be considered to be in default or in breach of its obligations under any Agreement to the extent that performance of its obligations are prevented by any event of force majeure.
27. "Force majeure" shall be defined as circumstances or events that are beyond the control or will of Mollie (irrespective whether those conditions or events were foreseeable at the time of signature of the Payment Services Agreement) as a result of which Mollie can not be reasonably requested to meet its obligations under any Payment Services Agreement. These circumstances or events include, at least, but are not limited to: war, fire, natural disasters, labour disputes, power failures, strikes, epidemics, government regulations and/or similar rules, embargoes, failure (bankruptcy or otherwise) by suppliers, financial institutions, subcontractors or any other party engaged for the execution of the Agreement by Mollie, unavailability of (systems of) financial institutions and/or telecommunications services and (attempts to) unauthorized entry into and/or unauthorized use of the systems, networks and databases belonging to Mollie, the Merchant, Intermediaries and/or financial institutions and/or of which Mollie, the Merchant, Intermediaries and/or Financial Institutions are dependant, as well as all services performed poorly by others than Mollie or third parties engaged by Mollie.
28. If and insofar Mollie is liable vis-à-vis the Merchant, such liability shall in all cases be limited to an amount equal to the amount that Merchant has paid to Mollie under the Payment Services Agreement, to which the loss relates (such in a manner set out in Article 5). If such a Payment Services Agreement has a duration of more than six (6) months, Mollie's liability is limited to amounts received by Mollie under the Payment Services Agreement over the last six (6) months, excluding VAT.
29. Mollie's liability, notwithstanding the foregoing articles, is in all cases limited to EUR 10.000, - (ten thousand euros) per incident. A set of events is in all event considered as one (1) incident.

30. Any claim against Mollie will expire after a period of three (3) months after the incident became known to the Merchant, except for the written acknowledgment of the claim by Mollie.
31. If one or more provisions of these General Terms and Conditions are or are to be considered void or voidable by the competent court, the remaining provisions of these General Terms and Conditions shall remain in full force.
32. The Merchant is not entitled to transfer a Payment Services Agreement or the rights and obligations contained therein, unless with the prior written permission of Mollie, which may be given under certain (then to be indicated) conditions.
33. Except the written consent or what is determined in the Agreement, Parties shall deal with the other Party's secret or confidential information and data in a strictly confidential, secure appropriate manner and will in no way be disclosed to third parties. Parties will only use the information as meant in this provision in the context of an Agreement.
34. Except when otherwise agreed in the Payment Services Agreement, secret or confidential information or data will mean, but is not limited to: any information that has been explicitly indicated as secret or confidential by the other Party, all information and data that is known to Parties through the Agreement, technical, financial and business information, drawings, formats, concepts, source codes, pilots and any other information that parties know, or reasonably ought to know, that is a secret or is confidential and should not be disclosed to third parties, for example, because its disclosure causes substantial risk of suffering damages or other harm by the other Party.
35. Parties may not use or disclose information or data that was supplied or obtained in the performance of a Payment Services Agreement, in the event this Agreement is terminated prematurely, partially terminated or after the end of this Agreement.
36. Merchant herewith now for then grants Mollie permission, as referred to in article 6:159 Civil Dutch Code (in Dutch: *Burgerlijk Wetboek*) to transfer a Payment Services Agreement to a party to be designated by Mollie, at any desired time. If and to the extent necessary or desirable, Merchant herewith undertakes to confirm such permission in writing.
37. Dutch law is exclusively applicable to any and all Payment Services Agreements.
38. Any disputes arising from or related to the Payment Services Agreement, shall in the first instance be settled exclusively by the competent court in Amsterdam, The Netherlands.