

Sales Day Payout Terms of Service

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Table of Contents

| | |
|--|---|
| Article 1. Sales Day Payout Service..... | 3 |
| 1.1 Sales Day Payout | 3 |
| 1.2 Payout Day..... | 3 |
| 1.3 Activation of Sales Day Payout | 3 |
| 1.3.1 Activation for Merchant and Merchant Affiliates..... | 3 |
| 1.3.2 Transitional Period (Not Applicable for New Sub-accounts)..... | 4 |
| 1.4 Payout Specification and Reporting | 4 |
| 1.5 Pass-through Payout | 4 |
| Article 2. Sales Day Payout Service..... | 4 |
| 2.1 Supported Payment Methods..... | 4 |
| 2.1.1 Settlement through Adyen | 4 |
| 2.1.2 Exceptional Payment Methods..... | 4 |
| 2.2 Blend Model Pricing for Certain Payment Methods..... | 5 |
| 2.3 Non-payment by Scheme Owners or Acquirers | 5 |
| 2.4 Payout Delays | 5 |
| 2.5 Negative Balance | 5 |
| 2.6 Merchant Default | 5 |
| Article 3. Accelerated Sales Day Payout..... | 6 |
| 3.1 Accelerated Sales Day Payout | 6 |
| 3.2 Pricing..... | 6 |
| 3.3 Potential MPL Reserve Impact..... | 6 |

Sales Day Payout Terms of Service

Effective as of 1 November 2023

These terms supplement and form part of your agreement with Adyen for payment processing and related services (the “**Agreement**”), and describe the Service made available to you by Adyen that allows Settlement per sales day (“**Sales Day Payout Service**”). Accordingly, Adyen will Settle the Merchant’s daily transaction volume on the agreed Payout Day (as defined below). These terms will also apply to any Merchant Affiliates.

Adyen may update these terms and usage instructions from time to time to reflect technical developments or other updates to the Sales Day Payout Service. If you wish to be notified of any updates Merchant can subscribe to email updates at <https://www.adyen.com/legal/sales-day-payout-terms-of-service>.

Unless otherwise agreed, the following terms apply to Agreements entered into on or after 1 November 2023.

Article 1. Sales Day Payout Service

1.1 Sales Day Payout

“**Sales Day Payout**” is the payment of the Net Captured Volume to Merchant on the Payout Day, in accordance with the terms of these Terms of Service, in respect of which:

- The “**Captured Volume**” equals all amounts Captured on the Transaction Day for Transactions Acquired via Adyen for supported Payment Methods (as described in Clause 2.1.2 below) and “**Net Captured Volume**” has the meaning set forth in Clause 1.4 below;
- The “**Transaction Day**” is by default the period from 0:00 up to and including 23:59 hours in the time zone of the sub-account. Merchant may request Adyen to set up a different 24-hour period as the Transaction Day; and
- The “**Payout Day**” is the agreed business day after the Transaction Day (e.g. T+2).

Note: as a result, the Payout Day for weekend days will be the same day as the Payout Day for the preceding Friday. For example, on T+2 the Net Captured Volume for Friday, Saturday and Sunday will be paid out on Tuesday.

As long as Sales Day Payout is activated for the relevant region, Payment Methods, currencies, and sub-accounts, Adyen will (in deviation of the Settlement arrangements included in the Agreement) initiate payout of the Net Captured Volume to Merchant on the Payout Day, irrespective of whether the funds are actually received by Adyen from the Acquirer or Scheme Owner. Sales Day Payout is at all times subject to the conditions described in these terms, including the non-occurrence of situations described in Clauses 2.3, 2.4 and 2.6.

1.2 Payout Day

The default Payout Day for all Transactions on a sub-account is dependent on the Transaction currency, associated volumes, and the country or region where the Transaction is acquired. Specific Payout Days by currency, volume percentage, and country or region, are available on docs.adyen.com.

1.3 Activation of Sales Day Payout

1.3.1 Activation for Merchant and Merchant Affiliates

Activation and or deactivation of the Sales Day Payout Service may be requested via the Adyen Customer Area for Merchant and any Merchant Affiliates. Activation will be done at the sub-account level and confirmed on the Customer Area or via email. Each sub-account activation request will be subject to regional availability and Adyen’s ongoing review and approval, which may be withheld in Adyen’s discretion. The applicable Payout Day or other functionality may differ per sub-account. Only the jurisdictions and associated Payout Days both approved by Adyen and, where relevant, priced in the pricing schedule will be available to Merchant. Adyen may review Merchant’s Transaction history (i.e. Payment Method mix, relevant pass-through payout timelines, etc.) as part of its activation assessment. Merchant commits to provide Adyen with insight into its financial standing by providing related documentation as may be requested by Adyen from time to time.

Adyen will, for any request in respect of Sales Day Payout (whether for activation, cancellation or otherwise), be entitled to rely on the user requesting activation being authorized to request such activation for Merchant or Merchant Affiliate, which activation shall be deemed a written addition to the Agreement as per Clause 6.3 of the Agreement.

1.3.2 Transitional Period (Not Applicable for New Sub-accounts)

Merchant acknowledges that upon activation of Sales Day Payout for an existing sub-account, there will be a transitional period (usually the first week) during which payouts may still contain Settlements for Transactions Captured before the activation of Sales Day Payout. The original reporting will continue to be provided for those Transactions and Settlements during the transitional period.

1.4 Payout Specification and Reporting

Adyen will pay out the “**Net Capture Volume**” to the Merchant on the Payout Day, which is an amount equal to the Captured Volume minus:

1. All amounts for which a Refund was initiated by Merchant on the Transaction Day and any fees due to Adyen related to such Refunds;
2. All fees due to Adyen in respect of Transactions on the Transaction Day (excluding the fees included in (a) above or (c) below), including any fees Adyen charges for the relevant Payment Method (which may be a blend fee pricing, or if 'interchange++' pricing is agreed upon for such Payment Method, will be Interchange Fees and Adyen's Acquiring mark-up);
3. The total balance of Chargebacks and Settlement Reversals (as defined below) as of the Payout Day and any fees due to Adyen related to Chargebacks; and
4. The total balance of other amounts due to Adyen as of the Payout Day (“**Other Adjustments**”).

Merchant can view and download a report on the Customer Area showing each of the above amounts for each Payout Day.

1.5 Pass-through Payout

Adyen also supports pass-through payout, whereby Adyen Settles each Transaction if and when the settlement funds are received by Adyen from the relevant Scheme Owner or Acquirer (as set out in Clause 2.6 (Settlement) of the Terms and Conditions). Merchant may at any time request Adyen to cancel the Sales Day Payout Service and switch to pass-through payout through the Customer Area or by contacting Adyen Support. Without undue delay after receipt of such request, Adyen will switch the relevant sub-account(s) to pass-through payout and confirm completion of the switch to Merchant through the Customer Area or by separate email.

Article 2. Sales Day Payout Service

2.1 Supported Payment Methods

2.1.1 Settlement through Adyen

Adyen supports Sales Day Payout only for Payment Methods contracted and settled through Adyen (i.e. Adyen needs to be in the money flow).

Adyen may in the future also support Sales Day Payout for Payment Methods contracted by Merchant directly, but where Adyen has agreed to provide settlement and reconciliation support. In addition to the activation provisions herein, requests to activate Sales Day Payout for such Payment Methods will be subject to the following conditions:

- Merchant will need to supply Adyen with the agreed cost rates and settlement timelines based on the direct contract between Merchant and the Payment Method before activation;
- Adyen will apply such supplied cost rates for Sales Day Payout and, on a monthly basis, apply a true-up based on the cost rates actually applied for that month. The outcome of this true-up (which may result in a credit or a debit) will be specified and deducted from or added to the Settlement as Other Adjustments (as defined in Clause 1.4); and
- If the Settlement timelines for such Payment Methods lead (or are expected to lead) to a delay in the Payout Day in accordance with Clause 2.4, Adyen will notify Merchant thereof before activation.

2.1.2 Exceptional Payment Methods

Sales Day Payout is not available for certain Payment Methods where the relevant Acquirer or Scheme Owner structurally pays out numerous days later than the Payout Day or settles in an unpredictable manner (“**Exceptional Payment Methods**”). Funds processed using Exceptional Payment Methods will be Settled if and when the settlement funds are received by Adyen from the relevant Scheme Owner or Acquirer (as set out in Clause 2.6 (Settlement) of the Terms and Conditions).

If Exceptional Payment Methods are processed on the same sub-account as supported Payment Methods for Sales Day Payout, the Net Captured Volume for a Transaction Day will be paid out on the Payout Day, while the Exceptional Payment Method Transactions will be paid out if and when the settlement funds for the relevant Transaction are received by Adyen.

If the settlement speed by the Scheme Owners for a supported Payment Method used by Merchant deteriorates significantly, Adyen may also choose to qualify such Payment Methods as an Exceptional Payment Method by notifying Merchant.

The list of supported Payment Methods is available at <https://www.adyen.com/legal/sales-day-payout-supported-payment-methods>. All Payment Methods not on this list of Supported Payment Methods are Exceptional Payment Methods.

2.2 Blend Model Pricing for Certain Payment Methods

For certain Payment Methods (currently including but not limited to CUP, Discover, Diners and JCB), the actual Interchange++ pricing for Transactions may not yet be known on the Payout Day. Therefore, Sales Day Payout will only be available for such Payment Methods if they are used on the basis of Blend Model pricing. If Merchant requests Adyen to activate the Interchange++ Model for such Payment Method, Merchant acknowledges that funds for such Payment Method will be Settled if and when such funds are received by Adyen from the relevant Scheme Owner or Acquirer (as set out in Clause 2.6 (Settlement) of the Terms and Conditions).

2.3 Non-payment by Scheme Owners or Acquirers

If (i) there are objective indications that the relevant Acquirer or Scheme Owner has defaulted, is likely to default or indicates that it will not pay-out funds in relation to Merchant, or (ii) Adyen has not actually received the funds within 30 days after the Transaction Day, then Merchant will compensate Adyen for any funds already paid out on the Payout Day but not actually received by Adyen from the relevant Acquirer or Scheme Owner ("**Settlement Reversal**"). To the extent such Settlement Reversal is not compensated separately by Merchant, the parties agree that Adyen may affect such Settlement Reversal by deducting from / setting off against the next Settlement to Merchant in accordance with Clause 2.7 (Set-Off) of the Terms and Conditions. In case when the funds are received by Adyen from the Acquirer or Scheme Owner thereafter, Adyen will settle the received funds to Merchant.

2.4 Payout Delays

If more than 25% of the Captured Volume on a sub-account consists of Payment Methods that structurally settle to Adyen later than the Payout Day, Adyen will have the right to accordingly delay the Payout Day by one or more business days. Adyen will promptly notify Merchant of such decision. This may, for example, happen in the following circumstances:

1. Change in Payment Methods mix. If the Merchant's Payment Methods mix materially changes or Interregional settlement;
2. Interregional settlement. Payment Methods may have slower settlement times in case of shoppers with Cards issued in a currency region/country different from the Merchants' processing country registered with the Scheme Owners; and/or
3. Slower settlement by schemes. The settlement speed for a Payment Method deteriorates.

In any case, if as a result of the actual settlement speed by Payment Methods, Adyen cannot facilitate the pay out for a single sales day due to insufficient funds on a sub-account level, Adyen will have the right to delay the Payout Day. Adyen will promptly notify Merchant of such decision.

2.5 Negative Balance

If the amount to be paid out on the Payout Day in accordance with Clause 1.4 is negative, Adyen may in its discretion (i) transfer such negative balance to the immediately following Payout Day, or (ii) exercise its set-off right or other rights in accordance with the terms of the Agreement. In the case of (i) above, the transferred negative balance will be included in the Other Adjustments of the next Payout Day.

2.6 Merchant Default

Merchant acknowledges and agrees that in case of Adyen finds there are clear indications that Merchant is, or is likely to become insolvent and/or unable to provide a material part of the Merchant's Products and/or Services, any Captured Volume may be set-off by Adyen against Adyen's claims under the Agreement on Merchant instead of being paid out on the Payout Day as set out in these Terms of Service.

Article 3. Accelerated Sales Day Payout

As part of its Sales Day Payout activation request, Merchant may request Accelerated Payout Days (defined below).

3.1 Accelerated Sales Day Payout

Merchants may request shorter payout periods than those applicable to the standard Sales Day Payout Service and, if approved, Adyen will accelerate the standard Payout Day for the Sales Day Payout to the Accelerated Payout Day ("**Accelerated Sales Day Payout Service**"). The Accelerated Sales Day Payout Service is subject to the standard Sales Day Payout Service terms above as well as the additional terms in this Clause 3. The Accelerated Sales Day Payout Service is limited to Merchants with their corporate seat in supported jurisdictions and, in certain countries or regions, may require Merchant's acceptance of separate terms.

The following terms and definitions apply to the Accelerated Sales Day Payout Service:

- The "**Accelerated Payout Day**" is the agreed business day on or after the Transaction Day (e.g. T+0, T+1, T+2) accelerated before the standard Payout Day.

3.2 Pricing

The Accelerated Sales Day Payout Service is subject to additional fees (the "**Accelerated Sales Day Payout Fees**"), which are applied as a percentage over the Captured Volume and will be included in Merchant's monthly invoice. The applicable Accelerated Sales Day Payout Fees and jurisdictions will be agreed between the parties and specified in the Agreement.

In addition to any rights in the Agreement, Adyen may raise its prices or charge additional fees for the Accelerated Sales Day Payout Service, in part or in whole, if:

- Adyen needs to delay the Payout Day in accordance with Clause 2.4 (Payout Delays) of these Sales Day Payout Terms of Service, but Merchant notifies Adyen that it does not accept such delay and wishes to remain on the applicable Accelerated Payout Day; or
- The shortest term interbank reference rate (e.g. ECB DFR for Europe) materially increases.

Any such fee change will be notified to Merchant at least two (2) weeks prior to effecting the fee change. Merchant may request to deactivate and terminate its use of the Accelerated Sales Day Payout Service via the Customer Area at any time. Adyen may at any time, at its sole discretion, suspend or terminate the Accelerated Sales Day Payout Service either per sub-account or for all relevant sub-accounts by giving notice thereof to Merchant.

3.3 Potential MPL Reserve Impact

Merchant acknowledges and agrees that Merchant's use of the Accelerated Sales Day Payout Service may result in an increase to its MPL Reserve Level in accordance with the terms of the Agreement. Corrections to the MPL Reserve Level will be part of the 'Other Adjustments' as specified in the settlement detail report.