Additional Services Terms

Version Date: 1 November 2023

engineered
for ambition

Table of Contents

Additional Services Terms

Effective as of 1 November 2023

These terms supplement and form part of your agreement with Adyen for processing and related Services (the "**Agreement**") and describe the additional Services made available to you by Adyen (the "**Additional Services**"). For purposes of these terms, "Agreement" may refer to your Merchant Agreement, Adyen for Platforms Agreement, AfP Agreement, MarketPay Agreement, Franchisor Agreement, Payment Facilitator Agreement, or other similarly titled master services agreement with us. "Merchant" refers to Merchants of record, Marketplaces, Platforms, Payment Facilitators, or any other designation used to identify you, our customer, in our Agreement. All capitalized terms not defined herein are as defined in the Agreement.

The Additional Services described below, and/or specific functionalities in connection with the Additional Services, may be enabled by Adyen as part of your standard Company Account settings, subject to regional availability and Adyen's ongoing review and approval, which may be withheld in Adyen's discretion. Merchant may request to activate, disable, or adjust such settings at any time via the Customer Area and/or the relevant Adyen support channels available to you. Use of the Additional Services may be subject to you providing Adyen with additional information and/or performing technical updates in accordance with the relevant documentation and usage instructions made available by Adyen and/or the Scheme Owners to you for such purpose. Merchant must comply with Applicable Law and ensure proper integration with and use of the Additional Services in accordance with the technical requirements and usage instructions set out in the Agreement and in the Adyen Docs. Merchant is responsible for any Pass-Through Fees associated with the Additional Services. If any Adyen fees are applicable to the Additional Services described below, they will be charged as set out in your Agreement.

Adyen may update these terms from time to time to reflect the latest technical developments and improvements to the Additional Services or to reflect new Additional Services made available to Merchant by Adyen. Merchant's continued use of the Additional Services will indicate your acceptance of such updated terms. To receive notification of such updates, you can subscribe to email updates at https://www.adyen.com/legal/additional-services-terms.

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

Article 1. RevenueProtect

RevenueProtect is a risk management solution that forms part of the broader fraud control settings available to you within the Customer Area ("**RevenueProtect**"). RevenueProtect includes a configurable risk rules component. The solution aims to help customers detect, prevent, and respond to fraud. Some features are offered as standard and others are offered at a premium. Adyen's fraud control Services do not guarantee the prevention of fraudulent Transactions, nor do they provide a guarantee against Chargebacks or Fines as a result of fraud.

Article 2. Authentication Engine

Adyen's authentication engine is a security solution that uses additional customer verification measures in an effort to reduce fraud (the "**Authentication Engine**"). These additional verification measures are triggered pursuant to outcomes from the relevant 3D Secure ("**3DS**") protocol. The Authentication Engine review may be linked to, or executed independently from, a later Authorization. Authentication and security measures do not guarantee the prevention of fraudulent Transactions, nor do they provide a guarantee against Chargebacks or Fines as a result of fraud.

Article 3. RevenueAccelerate

The following services form part of Adyen's RevenueAccelerate solution:

3.1 Account

The Account Updater Service allows you to request and receive updated Payment Details from Adyen and/or the relevant Schemes Owners (where supported by such Scheme Owners, and if applicable, the Issuing Bank for the Card), either real-time or by batch submission (the "**Account Updater Service**"). The Account Updater Service aims to reduce declined Authorizations that may result when a Shopper's account information changes. The Account Updater Service does not guarantee successful Authorization(s).

When the Account Updater Service is enabled, Merchant agrees that Payment Details (e.g., expiry date of a Card), and any updates thereto, may be used by Adyen to provide and make improvements to the Services on the Adyen platform. In

accordance with Applicable Law, Merchant must ensure a valid legal ground for, and provide sufficient information to the Shopper about, the requested Payment Details.

3.2 Network Token Optimization (NTO) Service

A "**Network Token**" is a non-sensitive reference to a Card created by the relevant Scheme Owners, in this case the networks, which can be stored and used as part of a request for Authorization. Network Tokens are typically used during Authorization as an alternative to a primary account number (a "**PAN**"). With the Network Token Optimization Service, Adyen takes into account Issuing Bank's provided information and preferred routing to dynamically decide whether to use a Network Token or a PAN (such Service, the "**Network Token Optimization Service**").

When the Network Tokenization Service is enabled, Merchant grants Adyen permission to, on your behalf, (i) request and retain a Network Token requestor ID for each Scheme Owner, and (ii) use the token requestor ID to provide tokens on your behalf.

Article 4. Network Token Sharing Service

The Network Token Sharing Service allows Adyen to share Network Tokens with its customers (i.e., Merchants or Platforms) for them to store and/or use to process payments with other payment providers (the "**Network Token Sharing Service**").

When the Network Token Sharing Service is enabled, (i) you grant Adyen permission to request and retain a Network Token requestor ID for each Scheme Owner and use the Network Token requestor ID to provide tokens on your behalf; (ii) Network Tokens are provided by Adyen and shared with you; and (iii) Network Token lifecycle management will be enabled, meaning that updates to the Network Token (e.g., new PAN or expiry dates, or closed accounts) are automatically pushed to you by Adyen each time such updates are received by Adyen from the Scheme Owner.

In order to process a customer-initiated transaction (a "**CIT**") outside of the Adyen platform via another payment provider, you will need to retrieve a one-time cryptogram from us and share both the Network Token and cryptogram with the third-party payment provider.

Article 5. Payout Service

As standard, Adyen Settles or pays out available funds for validly processed Transactions to the bank accounts in your name and designated by you for such purpose. Alternatively, or in addition to this standard pay out process, you may request that Adyen transfer or pay out funds ("**Payout**") to certain other types of supported accounts and/or supported payment instruments held by you or by third party beneficiaries designated by you ("**Recipients**") (such Service, the "**Payout Service**"). Additional information on supported accounts and/or supported payment instruments is available on Adyen Docs.

When the Payout Service is enabled, you acknowledge and agree to the following conditions and restrictions:

1. Adyen will not perform validation on the Payout instructions you submit and is not responsible for any incorrect or delayed Payouts due to erroneous, incorrect, unclear, or inconsistent instructions provided by you;
2. You must not initiate Payout if there are insufficient funds available. Notwithstanding the foregoing, if a Payout exceeds the amount of available funds, you will be fully liable to Adyen for such exceeding amount;
3. Adyen transfers funds as per your instructions for your risk and account and for your benefit. You are responsible to ensure the Payouts for which you provide instructions to Adyen are legal in all respects and comply with Applicable Law;
4. You will ensure each Payout does not in any way violate any anti-money laundering laws, terrorism financiering laws, or other laws or regulations that may pertain to the transferring of funds, and will, where relevant, perform background checks on the Recipients of funds transferred via the Payout Service to ensure such compliance;
5. In connection with this Payout Service, Adyen is not entering into any legal relationship with the Recipient of the funds. You will not in any way imply to the Recipient that Adyen has any obligation towards the Recipient with respect to a Payout, and you will handle any communications regarding a Payout directly with the Recipient;
6. In connection with this Payout Service, Adyen will not invoice or otherwise communicate with the Recipients designated by you to receive a Payout. Adyen will not provide any form of support in relation to the Payout Service towards Recipients of Payouts; and

7. You may only use the Payout Service to make Payouts to Recipients (a) with which you have a direct business relationship, and (b) where each Payout must be made pursuant to an agreement between you and the Recipient as payment for services rendered, as payment for activities performed by the Recipient, or for making a refund to the Recipient on a payment previously made by such Recipient to you.

Article 6. Data Connect

Data Connect enriches Merchant's Shopper database by connecting available identifiers of Transactions (including, but not limited to card alias and payment account reference (a "**PAR**")) to Shopper profiles in a dataset, on an aggregated or individual Shopper level (the "**Data Connect Service**").

For all data related services, please consult our Agreement, the Adyen Privacy Policy (available at https://www.adyen.com/policies-and-disclaimer/privacy-policy), and Adyen Docs for further information on data roles and data processing.

Article 7. Adyen Giving

Adyen Giving provides your Shoppers the opportunity to support a charitable organization (a "**Nonprofit**") of your choice via Adyen's processing Services ("**Adyen Giving**"). When Adyen Giving is enabled, Shoppers may, after completion of their principal Transaction and subject to donation limits (currently EUR 150), complete a subsequent transaction to an identified Nonprofit (a "**Donation Transaction**").

Adyen will bear the processing costs and fees associated with a Donation Transaction (including, but not limited to, Pass-Through Fees and Processing Fees). Adyen reserves the right to charge and/or pass on the processing costs and fees associated with a Donation Transaction to you, upon written notice, at any time.

Nonprofits are, at all times, subject to Adyen's onboarding process and continuing approval, which may be withheld. You may support an existing Nonprofit operating with Adyen and/or may refer a Nonprofit to Adyen for its review.

You acknowledge that each Nonprofit may impose their own additional requirements and terms and conditions. You hereby agree to strictly comply with any such Nonprofit-specific requirements, including but not limited to, branding and logo guidelines. You acknowledge and agree that each Nonprofit retains all ownership rights in any intellectual property in connection with Adyen Giving, and you may only use the name and/or logo of a Nonprofit: (i) to display them on the Payment Device for in-person Payment Transactions; (ii) to display them at checkout for CNP Transactions; and/or (iii) for any other use if agreed by you and such Nonprofit in writing. Adyen may use your name and logo in connection with your participation in Adyen Giving campaigns. Any other use by Adyen of your name and logo will be subject to the provisions of our Agreement. Adyen Giving functionality may require additional integration work and may not be available through Customer Area controls.