

These terms govern Customer's access to and use of the Mirakl Payout Platform and are made supplemental to the agreement between Mirakl and Customer (the "Agreement").

1. DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms of Use or, if applicable, in an Order Form.

Agency Agreement means the agreement concluded between Customer and the Payment Service Provider whereby the latter appoints the former as its payment service agent, in accordance with the applicable regulations.

AML/CFT means the fight against money laundering and terrorist financing.

Customer Platform means an online e-commerce platform operated by Customer for its own business needs through which Sellers can sell products and/or services to end-customers.

Customer T&Cs means the general terms and conditions of use of Payment Services concluded between the Payment Service Provider and Customer for the provision of the Payment Services. The Customer T&Cs are available at <https://mangopay.com/terms/mirakl>.

Non-Domestic Payout Transaction means any Transaction other than the following payouts:

- EUR: payout SEPA with an account type IBAN
- GBP: payout in the UK with an account type GB
- USD: payout in the US with an account type US
- CAD: payout in Canada with an account type CA
- Nordics: payout in the Nordics with an account type IBAN
- PLN: payout in Poland with an account type IBAN

Payment Services mean the payment services provided by the Payment Service Provider to Customer and Sellers.

Payment Service Provider means Mangopay SA (a public limited company under Luxembourg law and registered at the Luxembourg Trade and Companies Register under number B173459, authorized to carry out business activities in the European Economic Area under the European passport, as an electronic money institution approved by the Commission de Surveillance du Secteur Financier, 283 route d'Arlon L-1150 Luxembourg), a third-party regulated entity that hold the relevant payment license necessary to hold and process payment transactions on behalf of Customer and/or Sellers.

Production Use means the use of the Production Environment of the Mirakl Payout Platform for the processing of real transactions.

Seller means a third-party individual or legal entity who may offer and sell products and/or services on the Customer Platform.

Seller T&Cs means the general terms and conditions of use of Payment Services concluded between the Payment Service Provider and the Seller for the provision of the Payment Services. The Seller T&Cs are available at <https://mangopay.com/terms-and-conditions/payment-services>.

Transaction means a payout made by Customer or its Sellers. For the avoidance of doubt, it is specified that the payout constitutes a transfer of funds to an external account and under no circumstance a transfer between two wallets.

2. MIRAKL PAYOUT SOLUTION DESCRIPTION

The Mirakl Payout Solution is the combination of the Mirakl Payout Platform and the Payment Services, which allows Customer to manage settlements and distribution of the proceeds of transactions on the Customer Platform.

The Mirakl Payout Platform is a Cloud Service provided by Mirakl under the Agreement, as further described in the Documentation, that Customer accesses and uses to interface the Customer Platform with the Payment Services Provider's system to receive the Payment Services.

The Payment Services are provided to Customer under the Customer T&Cs and to Sellers under the Seller T&Cs in the context of their activities on the Website. The Payment Services are at all times subject to a separate agreement between Customer or Sellers and the Payment Service Provider.

3. USE OF THE MIRAKL PAYOUT SOLUTION

3.1) Compliance Due Diligence. Customer agrees that it may only use the Mirakl Payout Platform in Production Use provided that (i) Customer has signed the Agency Agreement; (ii) the Agency Agreement is and remains in full force and effect; (iii) Customer has accepted the Customer T&Cs; and (v) Customer has been and remains approved by the Payment Service Provider regarding its compliance with AML/CFT requirements. Customer authorizes Mirakl to communicate to the Payment Service Provider all documents relating to Customer necessary for the Payment Service Provider to perform such AML/CFT checks.

3.2) Usage Policy of the Mirakl Payout Solution. Customer agrees to use the Mirakl Payout Solution only in relation to the Customer Platform and for lawful purposes. Customer represents and warrants that Customer is not and has not been involved in any fraudulent or criminal activities, including money laundering or terrorism financing activities.

3.3) Provision of Payment Services.

3.3.1) Customer's Onboarding. The Payment Service Provider may open an account for Customer and provide it with the Payment Services through the Mirakl Payout Solution in accordance with the Customer T&Cs. The Customer T&Cs may be updated by the Payment Service Provider from time to time upon reasonable written notice sent by Mirakl to Customer.

3.3.2) Sellers' Onboarding. The Payment Service Provider may open an account for each Seller and provide them with the Payment Services through the Mirakl Payout Solution in accordance with the Seller T&Cs.

The Seller T&Cs may be updated by the Payment Service Provider from time to time upon reasonable written notice sent by Mirakl to Customer. Customer hereby undertakes to make the updated version of the Seller T&Cs available on its Customer Platform and to notify the Sellers of this change with no delay, in accordance with the provisions of the Seller T&Cs in force.

3.4) Scope of Use.

3.4.1) Use of the Mirakl Payout Solution. Customer shall use the Mirakl Payout Solution to manage the settlement and distribution of the proceeds of transactions on the Customer Platform, subject to Mirakl offering a solution technically possible, and available on the considered geography.

3.4.2) Existing Payout Solutions. Notwithstanding Section 3.4.1, Customer shall remain entitled to use the payout solution(s) in place prior to the date of the Agreement, if any, to manage settlements and distribution of the proceeds of transactions, for the territories already covered.

3.5) Payment Instructions. Customer authorizes Mirakl to provide the Payment Service Provider with payment instructions, on Customer's behalf, solely in accordance with the transaction data received by Mirakl from the Customer Platform.

4. MIRAKL PAYOUT FEES

4.1) Fees. Customer agrees and acknowledges that the fees invoiced by Mirakl to Customer pursuant to this Agreement incorporate the fees for the Payment Service and the Subscription Fees of the Mirakl Payout Platform.

4.2) Validation Fee for Asian Sellers. In addition to the fees set forth in the Order Form, Mirakl shall invoice Customer a EUR 20.00 fee for each Seller (i) whose registered office or principal place of business is in in Asia and (ii) who is submitted by the Customer for validation to the Payment Service Provider.

4.3) Mirakl Payout Additional Transaction Fees. In addition to the fees set forth in the Order Form, Mirakl shall invoice Customer a EUR 5.00 fee for each Non-Domestic Payout Transaction.

5. MIRAKL PAYOUT PLATFORM SUSPENSION

Notwithstanding anything to the contrary under the Agreement, Mirakl may suspend the provision of the Mirakl Payout Platform at any time upon written notice to Customer for causes related to the Payment Services or if required under applicable laws and notably in the event that the Agency Agreement is suspended or terminated, or if Customer's regulatory status changes.

In this context, Customer undertakes to notify Mirakl in writing of any changes susceptible to affect Customer's regulatory status.

6. DISCLAIMER

IN NO EVENT SHALL MIRAKL BE LIABLE FOR PAYMENT SERVICES PROVIDED BY THE PAYMENT SERVICE PROVIDER TO CUSTOMER, OR WITH RESPECT TO THE AGENCY AGREEMENT.

Customer acknowledges that the Mirakl Payout services rely on certain information, processes and cooperation from the Customer's selected pay-in provider ("Pay-In Provider"). Mirakl will work in good faith and with commercially reasonable efforts to support the Customer regardless of the Pay-In Provider selected. However, if Customer or the Pay-In Provider requires the upstream payout provider or Mirakl to perform actions or processes that fall outside their standard services, Mirakl and/or the upstream payout provider may be unable to accommodate such additional requests. In such case, Mirakl will notify Customer and the parties will discuss the matter in good faith.

7. ASSIGNEMENT

In addition to Article "Assignment" of the Agreement, Mirakl may assign the part of the Agreement related to Mirakl Payout to one of its Affiliates. Customer agrees to sign an assignment agreement that may prove necessary to act this assignment.