

Tide Membership Terms and Conditions

29 May 2026

These Tide Membership Terms & Conditions (“Tide Membership Terms”) govern your use of the Tide Platform and the general principles of the various services, products, add-ons and tools available from time to time as part of your Tide Membership. By clicking the acceptance button during your application process, you’re accepting these Tide Membership Terms.

These Tide Membership Terms form a legal agreement between you and Tide, so please make sure you read them carefully. When we say “you” or “your” we are referring to the business that holds a Tide Membership with us or has started an application for one and in some cases to the individuals who are acting on the business’ behalf with respect to the Tide Membership and the services provided by Tide in general. References to “We”, “Us” or “Our” are references to Tide.

1. Who are we?

In these Terms, “Tide”, “we”, “us” or “our” means Tide Platform S.A. and Tide Platform SAS together. Tide Platform S.A. is a *société anonyme* incorporated under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register (RCS) under B272663, with its registered office at 7, avenue Gaston Diderich, L-1420 Luxembourg. Tide Platform SAS is a *société par actions simplifiée* incorporated in France under SIREN 941 999 567, with its registered office at 5th Floor, 33 rue François 1er, 75008 Paris, and is registered with ORIAS no. 25004523 as an Intermédiaire en Opérations de Banque et en Services de Paiement (IOBSP). Each Tide performs the specific role stated in these Terms or an Appendix.

In case you have any questions about Tide, these Tide Membership Terms or the services and features available through the Tide Platform, please get in touch with our dedicated Member Support Team at support.fr@tide.co or contact us via the Tide Platform mobile app (the “Tide App”).

2. Who is eligible for Tide Membership?

Our services are intended exclusively for business use. By applying, you confirm you act as a professional and not as a consumer or non-professional under French law.

You must meet our eligibility criteria when you open, and for as long as you hold, a Tide Membership Account. You can apply via our mobile app or website. We maintain a summary of our [eligibility criteria](#) and may update it from time to time.

We decide whether to open or continue a Tide Membership Account in our reasonable discretion based on our risk and compliance assessments, which may change over time. We may decline or withdraw access and are not required to give reasons. Some products or features may not be available to you even if your Membership Account is open.

Acceptance of these Terms does not entitle you to any product or feature. Access to particular products or features (including a Tide Business Account, a Tide Card, or access to our Partner Credit Services) depends on meeting additional eligibility and completing any required onboarding with us and, where applicable, our partners. If applicable, the specific clause or Appendix sets out product-specific rules.

You must tell us without delay if anything occurs that would affect your eligibility (including changes to your business activity, ownership/control, sanctions status, regulatory permissions or registrations, or other matters we or our partners rely on).

We will treat the individual who completes the application as your Administrator unless you later tell us otherwise through the Tide Platform. The Administrator may manage users and give instructions for your Membership Account. We may rely on instructions we reasonably believe come from your Administrator or other authorised user until you change or remove that authorisation. If you need to change the authorised administrator of your Tide Membership, you can message us in-app via the member support function. You can also get in touch by emailing support.fr@tide.co.

3. Your Tide Membership

By accepting these Tide Membership Terms, you become a Tide Member. As a Tide Member, you will be treated as a customer of Tide and will receive personalised security credentials for logging into your Tide Membership user account (the “**Tide Membership Account**”). The Tide Membership Account is a private space of the Tide Member opened on the Tide Platform for using the features and services offered by Tide.

Your Tide Membership gives you access to Tide’s digital platform for small and medium businesses (the “**Tide Platform**”), accessible through the Tide App. As a Member you may use the services, products and features made available via the Tide Platform as described in these Terms and, where applicable, in the relevant appendices.

Availability. Not all services, products and features are available to all Members. Access to particular products or features (including the Tide Business Account and Tide Card) is subject to eligibility, partner onboarding and phased rollout.

3.1 Tide Business Account

Through your Tide Membership Account you have the option to open business bank accounts provided by Adyen N.V. (the “**Tide Business Account**”) allowing you to hold funds and manage transactions. Holding a Tide Business Account may allow you to activate additional Tide tools or products visible in the Tide app, such as Tide Cards, if you meet eligibility and complete any required onboarding. Some features may not be available to you. Opening and using a Tide Business Account requires you to accept the *Tide Business Account Agreement – User Terms* with Adyen separately, which will apply to Adyen’s provision of the Tide Business Account to you. Funds you pay into your Tide Business Account are held with Adyen.

Adyen is [licensed as a Credit Institution](#) by De Nederlandsche Bank. This includes the ability to provide cross-border services in the European Economic Area (EEA). In the EU, Adyen is registered with the [Dutch deposit guarantee scheme](#) and eligible funds up to EUR 100,000 are legally protected by the Dutch deposit guarantee scheme. Learn more about the scheme [here](#).

On the basis of a cooperation agreement between Tide and Adyen, Tide provides technical services to the Tide Members regarding conclusion, execution and administration of the contracts between the Tide Members and Adyen with respect to Tide Business Account. Tide acts exclusively as a technical service provider of Adyen and is bound by Adyen’s instructions insofar as regulatory requirements must be satisfied. When you open a Tide Business Account, you will be entering into a direct agreement with Adyen. This means you will have a Dutch bank account, regulated by Dutch law with a Dutch International Bank Account Number (IBAN) linked to it.

3.2 Tide Card

Your Tide Business Account may be linked to one or more Mastercard Business Debit Cards (physical or virtual) provided by PPS EU SA (the “**Tide Card**”). PPS EU SA (hereafter “**PPS EU**”) is an Electronic Money Institution (EMI) [authorised](#) by the National Bank of Belgium (Reg. # 0712775202), permitted to issue e-money and provide payment services in the European Union and an affiliate member of Mastercard.

If you choose to activate the Tide Card, and you meet eligibility, your Tide Card may be issued by PPS EU. You

will be required to accept PPS EU's [Tide Card Terms](#) separately which will apply to your use of the Tide Card.

Your Tide Cards are linked to the Tide Business Account so that card payments made using your Tide Cards will be deducted automatically from your Tide Business Account.

3.3 Tide Open Access Services

Also, once made available, you will be able to use our Open Access feature to connect one or more business current accounts provided by other banks and financial institutions ("**Financial Institutions**") with which you have a customer relationship (the "**Non-Tide Accounts**") to the Tide Platform. This will allow you to combine certain account information in one view on your Tide Membership Account (the "**Tide Open Access Services**").

3.4 Additional Products and Services

In addition, through the Tide Platform, we may grant you access to a variety of business banking, financial, accounting, administrative and other services and tools (all of the features, products and services available through the Tide Platform shall be referred to as the "**Additional Products and Services**"). The Additional Products and Services may be subject to separate eligibility criteria and terms and conditions, which will be provided to you before you opt-in (the "**Additional Product and Service Terms**"). Additional Product and Service Terms will be incorporated as an Appendix to these Tide Membership Terms and will contain any additional terms related to the specific Additional Products and Services so far as they deviate from these Tide Membership Terms.

3.5 Tide Partner Credit Services

If you ask us to introduce you to professional lenders ("**Finance Provider**" or "**Lender**") in France (the "**Partner Credit Services**" or "**PCS**"), the **Appendix – Tide Partner Credit Service Terms** applies in addition to these Tide Membership Terms and prevails for the PCS service. For PCS we act as an IOBSP; depending on the Finance Provider, we may act either as MOBSP (mandated by a credit or payment institution) or as MIOBSP (under mandates from one or more principal IOBSPs). Before any introduction we will tell you our capacity and the identity of the relevant mandant or principal. We are not a lender and do not provide advice. Any finance agreement is concluded outside the Tide Platform directly with the Finance Providers. We may receive commission; details are available on request.

4. Tide's Regulatory Status

Tide provides a business platform. We are not a bank or a lender.

Tide Platform SAS is registered with ORIAS no. 25004523 as an IOBSP.

For Tide Business Accounts made available via the Tide Platform in France, Tide Platform SAS acts as a non-exclusive banking and payment services agent (MOBSP) of Adyen N.V. Business accounts are provided by Adyen. Eligible deposits with Adyen are protected up to €100,000 under the Dutch Deposit Guarantee Scheme (Directive 2014/49/EU).

For introductions to Finance Providers in France ("**PCS**"), Tide Platform SAS acts as an *intermédiaire en opérations de banque et en services de paiement* (IOBSP). Depending on the Finance Provider, we may act either as a non-exclusive banking and payment services agent (MOBSP) mandated by a credit or payment institution, or as a mandated intermediary (MIOBSP) under mandates from one or more principal IOBSPs. Before any introduction, we will tell you our capacity for that introduction and identify the relevant mandant (for MOBSP) or principal IOBSP (for MIOBSP). We are not a lender and do not provide advice. Any finance agreement is concluded outside the Tide Platform directly between you and the Finance Providers. Additional PCS terms and conditions appear in the **Appendix – Tide Partner Credit Service Terms**.

For the Tide Card made available via the Tide Platform, the Tide Cards are issued by PPS EU and you will accept PPS EU's terms for the Tide Card separately. Tide has been registered as an agent of PPS EU SA under the Agent-ID - PPSELUA000001.

5. Getting in touch

If we need to contact you, we may contact you via the Tide App, email, phone or using your business address. It is therefore important you make sure your contact details are always up to date. By accepting these Tide Membership Terms, you are giving us permission to send you service-related updates through push notifications. However, if you change your mind and no longer want to receive these notifications, you can always turn them off in your device settings. Please note that if you opt out of push notifications, this may affect how you use your Tide Membership. You further agree that the email address provided by you in your Tide Membership Account will be used for all the communications to/from you.

You can contact us through the in-app chat or by email to support.fr@tide.co. All of the documents relating to your Tide Membership, and all of our communications with you, will be in French or in English.

If we suspect fraud or other security threats in relation to your Tide Membership, we may contact you via the Tide app, email, phone or any other appropriate messaging service.

6. Are there any other documents you need to read?

Along with these Tide Membership Terms, you should read any applicable product specific terms in this document, our [Privacy Policy](#), our [Cookie Policy](#), [Tide Acceptable Use Policy](#) and any FAQs we publish from time to time. In particular, the [Tide Acceptable Use Policy](#) forms part of these Tide Membership Terms. You can ask us for a copy of the Tide Membership Terms, and any of the other documentation listed here, at any time through the in-app or by email to support.fr@tide.co.

7. How much does it cost to use the Tide Membership and how billing works?

Your Tide Membership is free. Where an additional fee applies to the use of the Tide Business Account, the Tide Card or in relation to any upgrades to your Tide Membership as well as to the use of any Additional Products and Services, we will specify this to you before you opt-in. You can find information about the fees applicable to the use of the features and services available through the Tide Membership (the "Fees") in our [Prices and Services List](#).

You acknowledge that the money received in your Tide Business Accounts (the "Received Amount") may be subject to reversal (for example, if it was reversed by the person who paid you the Received Amount or any relevant payment services provider).

You authorise Tide to debit your Tide Business Accounts for all Fees, reversed amounts, as well as other costs, interest and amounts you owe Tide, its partners or Tide group companies ("**Other Owed Amounts**") as they become payable. You further authorise Adyen to transfer the corresponding amount from your Tide Business Account to us in accordance with our instructions. If there are not enough funds in any of your Tide Business Account to pay your Fees and Other Owed Amounts and you are responsible for the lack of funds, then you must pay the amount due immediately upon demand, plus any applicable processing fees, or charges for return items, plus any applicable processing fees, return-item charges, and interest at the statutory rate (taux d'intérêt légal) applicable to professionals, or such other contractual rate as notified to you, plus reasonable costs of collection as permitted by law. We reserve the right to suspend your access to the services if we are not paid any monies owing to us by you on time.

We reserve the right to change the Fees from time to time. We will notify you of any change to existing Fees in accordance with these Tide Membership Terms.

In some circumstances a number of intermediaries (such as correspondent banks or payment service providers) may charge fees and expenses for transactions you initiate. These charges are beyond our control and whilst we will endeavour to minimise these for you wherever possible, those charges sometimes cannot be calculated in advance.

If you choose to subscribe to an Additional Product or Service through your Tide Membership Account, you agree to pay the relevant fees, charges, costs, interest and/or other amounts you owe Tide, its partners or Tide group companies under the relevant Additional Product and Service Terms. Upon sign up, any such subscription will promptly go into effect, and you will begin receiving access to the features and services available under the relevant service. If we are unable to collect payment of the relevant subscription fee within five (5) days of the date payment was due to be collected, we reserve the right to terminate the relevant Additional Products and Services. Where the fees for an Additional Product or Service are periodic rather than transactional, the fee for the first period will be prorated to your use start date and if you discontinue the Additional Product or Service the downgrade will be treated as effective only from the beginning of the respective next period following your election to unsubscribe from the Additional Product or Service. If these Tide Membership Terms are terminated, we shall reimburse the monthly fees for Additional Products and Services to you on a pro rata basis (unless otherwise provided for in the terms and conditions for these Additional Products or Services). We may refuse your request to subscribe to one of our Additional Products or Services in our sole discretion.

8. Managing and using your Tide Membership Account

On opening of a Tide Membership Account, the individual responsible for opening it shall be the administrator of this Tide Membership Account (the “**Administrator**”). The Administrator will be able to provide instructions on tasks and transactions through the Tide Membership Account, including on the Tide Business Account. We are entitled to treat the Administrator as fully authorised to access and provide instructions through the Tide Membership Account, including in relation to the Tide Business Account.

We may allow you to nominate individual persons (the “**View-Only Users**”) to have view-only access to your Tide Membership Account.

We may also allow you to request that an individual person (a “**Tide Cardholder**”) is given permission enabling them to use or have a Tide Card issued to them.

You must ensure in respect of your Administrator, each View-Only User and each Tide Cardholder that:

- information we request regarding them when you instruct their access to your Tide Membership Account or a Tide Card is accurate;
- they are provided with a copy of the Tide Membership Terms and any other terms relating to their use of the Tide Membership Account and comply with them as regards their use of the Tide Membership Account, the Tide Business Account, the Tide Card or any Additional Product or Services;
- they have knowledge about and agree to their association with your Tide Membership Account;
- where there is a change to their details previously provided to us, these changes are notified to us; and
- if you no longer wish to authorise a View-Only User or a Tide Cardholder, you notify us to cancel their access and/or Tide Card immediately.

From time to time, we may need to carry out additional identity verification before we process your data subject requests. We perform this additional verification to determine if you are the respective data subject and keep the integrity of your personal data as required under data protection laws. You agree to participate in

such verification processes as per our instructions and you acknowledge that Tide may refuse compliance with your data subject request if you refuse to do so.

9. Can you use your Tide Membership for more than one business you operate?

You may only have one Tide Membership per business. You may not share Tide Membership between several businesses. For example, if you operate several limited liability companies, you will need to open a separate Tide Membership for each of the companies you operate. If you also operate as a sole trader, you will need to open a separate Tide Membership for your sole trader business.

10. Does Tide conduct any checks as part of the Tide Membership opening process?

As part of your application for Tide Membership, we may request certain information so that we may identify you and your business to comply with applicable customer due diligence requirements. This may include information about the directors and ultimate beneficial owners of your business and your funding sources. We may conduct such customer due diligence checks either before we enable access to Tide Membership for you or at any time after your Tide Membership has been enabled.

You agree to cooperate with all requests by Tide to identify you and to promptly provide us with the information and documentation we request. You acknowledge that Tide will verify and record any information you provide against third-party databases as per Tide's [Privacy Policy](#).

From time to time, we may also request additional information or documentation from you (including information about your new directors or proof of your right to operate a business in France) after your Tide Membership is enabled. You agree to provide such information or documents promptly.

You must always provide us with correct, complete and accurate information and documents and notify us if any of the information or documents you have provided to us change, become out of date or incomplete. If you make any material changes to your business, you must let us know as well.

We reserve the right to close, suspend, or limit your Tide Membership if you do not pass our customer due diligence checks, fail to provide us with the information or documents we request, or if we are unable to obtain or verify such information.

11. Does Tide carry out credit checks?

Tide, or a third party on our behalf, may perform periodic (no more than once per month) soft credit checks on you. We will do so for the purpose of:

- deciding whether or not to allow you to have a Tide Membership;
- ascertaining your eligibility for financial products offered through your Tide Membership Account; or
- providing you with features or Additional Products and Services, including insights, analyses and findings including but not limited to those relating to your projected cash flow.

We reserve the right to close, suspend, or limit your Tide Membership in the event we are unable to obtain or verify such information.

12. Keeping your login information safe

You must take all reasonable steps to keep the personalised security credentials for accessing your Tide Membership Account safe and confidential. You must notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised access to or use of your personalised security credentials by

contacting us through the in-app chat or by freezing your Tide Platform access using the functionality on Tide Platform app (if this functionality is available to you).

You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise the Tide Platform.

13. Your use of the Tide Business Account and the Tide Card

13.1 Account Limits

Adyen or PPS EU may apply certain financial or other quantitative limits to your Tide Business Account and/or Tide Card balances and transactions in accordance with applicable risk assessment of you ("**Account Limit**"). Such limits can be changed at Adyen or PPS EU's discretion at any time depending on the ongoing risk assessment of you or for compliance with regulatory obligations. If you require higher limits you may request a review by contacting the Tide Member Support. You can contact member services at any time to ask about the limits applicable to your account.

A credit or debit payment transaction instructed on or initiated against your Tide Business Account or Tide Card might be rejected where the payment transaction in question would result in an Account Limit being exceeded.

You can see applicable Account Limits in your Tide App.

13.2 Technical transmission of Payment Orders

Through the Tide Platform, Tide provides access to your Tide Business Account offered by Adyen by operating the technical interfaces (including APIs) that Adyen makes available to Tide. The Tide Platform is your primary interface for using your Tide Business Account. When you instruct a payment order (for example, a SEPA credit transfer or consent to a SEPA direct debit) through your Tide Membership Account (each a "**Payment Order**"), Tide transmits your instruction on Adyen's behalf for execution on your Tide Business Account. Tide is not your payment service provider.

Availability of services. Certain payment features (for example, specific SEPA schemes such as SEPA B2B direct debits) may not be available at all times or to all Members. The scope of available payment services is set out in the Prices and Services List and may be updated from time to time. Please also refer to our FAQs or contact Member Support if you have questions about availability.

Open banking services (including account information and payment initiation services). You may also authorise third-party providers that Tide partners with to access account information (**Account Information Services, "AIS"**) or to initiate payments (**Payment Initiation Services, "PIS"**) on your Tide Business Account in accordance with applicable law and terms of third party providers ("**AIS/PIS Providers**"). Specifically, we utilise the services of Token GmbH, a licensed payment initiation and account information service provider, authorised by Germany's Federal Financial Supervisory Authority (BaFin) and the Bundesbank to provide Payment Initiation Services and Account Information Services under ID number 158595.

By proceeding with the initiation of payment and access to your Non-Tide Accounts, you acknowledge and agree that you will be redirected to the secure environment of AIS/PIS Provider. The provision of PIS and AIS, including the retrieval and processing of your account data, is a service provided directly by AIS/PIS Provider to you.

You directly provide your explicit consent for the PIS and/or AIS to AIS/PIS Provider as required under applicable law, and provision of such consent and use of PIS and/or AIS is governed by the terms and privacy policy of AIS/PIS Provider. You must review and accept those terms before proceeding. In some cases you may be able to provide your consent and review it (renew or revoke) within Tide app - this is provided for your

convenience only and you would be instructing AIS/PIS Provider with respect to actions concerning your consent.

An AIS/PIS Provider may refuse AIS/PIS access if it reasonably considers there is a security risk or suspected fraud or unauthorised access. You may revoke an AIS/PIS Provider's access at any time via that Provider; where the Tide Platform offers a control to manage such access, using it will result in Tide relaying your instruction to that AIS/PIS Provider.

Tide shall have no liability for any failure, error, or unauthorized action related to the PIS/AIS services provided by AIS/PIS Provider.

(a) Account information services

AIS allows you to connect your Non-Tide Accounts and access your account information (for example, account details, account balance, transaction details, hereinafter "**Account Information**") relating to your connected Non-Tide Accounts within your Tide Membership Account.

To use this service, you will be redirected to AIS/PIS Provider and asked to provide your explicit consent to AIS/PIS Provider to access Account Information and accept its terms and privacy notice.

You acknowledge that Account Information displayed to you is only updated as recently as is shown in your Tide Membership Account. Tide does not check the accuracy of information. Some Financial Institutions may impose restrictions on accessing your Non-Tide Account information. It is your responsibility to check if your Financial Institution prevents you from connecting your Non-Tide Account to your Tide Membership Account.

AIS/PIS Provider will automatically retrieve the Account Information from your Non-Tide Accounts. This will happen each time you log into the Tide Membership Account. In addition, AIS/PIS Provider may retrieve the Account Information from your connected Non-Tide Account(s) when you do not actively request such Account Information (i.e. when you are not actively viewing the data or requesting a refresh of the data) to keep the service up to date.

The consent you give AIS/PIS Provider to access your Account Information is subject to a limit of 180 days – on or before the 180 day period expires, you will need to refresh your consent if you wish to continue using AIS. We will make you aware when you need to refresh your consent. If you do not or are unable to refresh your consent, we will contact you to request you to reconnect your Non-Tide Account or we may need to disconnect your Non-Tide Accounts from Tide Membership Account. By clicking to refresh your consent, you acknowledge that our platform serves as the technical interface to display your Account Information, but the secure retrieval of your Account Information is performed by AIS/PIS Provider. You maintain the right to withdraw this consent at any time through Tide App.

We will not charge you a fee for AIS, However, fees may be charged by your Financial Institution in connection with your use of AIS in accordance with your Financial Institution's terms.

(b) Payment initiation services

Where applicable, through the Tide Platform, you will have access to the feature that allows you to initiate a payment from one of your Non-Tide Accounts using PIS to add funds to your Tide Business Account.

It is your Financial Institution with which you hold your Non-Tide Account that actually makes the payment and it is their responsibility to make sure it is made correctly. Therefore, you acknowledge and agree that Tide is not responsible and cannot be held liable for any claims, issue or loss resulting from incorrect or incomplete information provided by you, and/or in relation to execution, failure or mistakes with the payments executed

using the PIS. If you suspect that an unauthorised payment has been made from a Non-Tide Account, or that something has gone wrong in relation to a payment you have requested using the PIS (for example, the wrong amount has been sent or the money has gone to the wrong place), you must contact your Financial Institution immediately to discuss whether you are entitled to a refund.

When you use PIS functionalities to fund your Tide Business Account, Tide will charge you the standard fees for inbound payments applicable to your Tide Membership Account (in accordance with an applicable plan, where relevant). If your Financial Institution usually charges you fees for making payments, you will also have to pay those fees to your Financial Institution in the usual way.

You should be aware that the Financial Institution may contact you directly (and not through Tide) if there is an issue with a payment you have requested using the PIS.

Payment Orders. A Payment Order is consented to using the method indicated in your Tide Membership Account (for example, tapping a “Make Payment”/equivalent control and completing any required strong customer authentication, such as biometric or passcode verification). Payment Orders cannot be instructed by phone, paper-based instruments, or other channels not made available in the Tide Platform.

It is your responsibility to input the correct Unique Identifier for each Payment Order. The Unique Identifier is the information that uniquely identifies the payee or the payee’s account and enables routing of the transaction, typically the IBAN (and, where applicable, BIC). You must also input the correct payee name. Tide and Adyen are not responsible for verifying the accuracy of any payment data you provide; payments may be executed solely on the Unique Identifier. You must check all payment details carefully before you submit a Payment Order.

To make a payment from your Tide Business Account, follow the instructions in your Tide Membership Account. Payment Orders submitted through the Tide Platform will be processed in accordance with the cut-off times and execution timelines notified in the Tide Platform and/or in the Tide Business Account Agreement – User Terms. You will not be able to submit a Payment Order unless you have provided all information required by the Tide Platform.

Payments made with your Tide Card (if activated) are processed under the card issuer’s terms and are posted to your Tide Business Account. Card usage is not an AIS or PIS.

Your Payment Orders will be executed as instructed by you, except where:

- further information is required for the completion of the payment and you don’t provide it;
- you don't have enough money in your Tide Business Account to make the payment;
- we or Adyen reasonably believe that you did not give the instruction or that it could be fraudulent or related to criminal activity;
- the instructions are unclear;
- the instruction is received from a third party and we or Adyen have reasonable concerns about security or fraud;
- executing the payment would cause a breach of any law or regulation that applies to us or Adyen; or
- you've breached any of the Tide Membership Terms or the *Tide Business Account Agreement – User Terms* or the *Tide Card Terms*.

Sometimes additional checks must be made before a Payment Order can be executed, which may delay things. In some cases you might be asked to provide further information or make additional checks.

When determining whether you have enough money in your Tide Business Account for a payment, Adyen will check your Tide Business Account balance and deduct any immediate payments that you've already requested (if they are not already reflected in your balance).

If your Tide Business Account becomes overdrawn, you should immediately make a payment into your Tide Business Account in order to take your balance above zero. Alternatively, a member of the Tide member support team will get in touch to request such a payment from you.

Unless we or Adyen are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when an instruction hasn't been followed. Where possible, you will be informed about the reason why this has happened and how you can resolve the issue.

You normally can't change or cancel Payment Orders for immediate payments once they have been submitted through the Tide Platform because they are processed immediately. Future dated payments, standing orders, and Direct Debits can be cancelled up to the end of the working day before the date they are due to be made. You can do this through your Tide Membership Account.

For any incoming electronic payments, your Tide Business Account will be credited as soon as the payment has been received and your balance will be updated (unless Adyen is prevented by a legal, regulatory or security reason or Adyen reasonably believes making such payment might cause a breach of a legal or regulatory requirement).

13.3 Your Statements

We provide monthly statements in PDF in your Tide Membership Account showing transactions on your Tide Business Account and Tide Card. You must review statements and promptly tell us about any entries you do not recognise. Rectification, refund and dispute time limits are governed by Adyen's account terms and applicable law.

13.4 Suspension of services

Your use of the Tide Platform might be suspended or a payment transaction initiated through the Tide Platform might be rejected if, for example:

- we, Adyen or PPS EU reasonably suspect fraud, crime or unauthorised use;
- we or Adyen reasonably believe this is necessary to protect your Tide Business Account;
- we, Adyen or PPS EU reasonably think that you might put us in breach of law or regulation;
- the transactions are connected to a country on the restricted list; or
- you've breached any of the Tide Membership Terms or the *Tide Business Account Agreement – User Terms* or the *Tide Card Terms* in a serious way.

Unless we're prevented by a legal, regulatory or security reason, you will be notified about this before or immediately after your access to the Tide Platform has been or is to be suspended or a payment has been stopped and, if possible, you will get an explanation why this has happened. We may allow your use of the Tide Platform to resume once the reason for suspending usage has been resolved.

13.5 If Something Goes Wrong

If you believe that there is an issue with your Tide Business Account, please reach out to us via the member support function on the Tide Platform and we will make sure the message has been promptly transmitted to Adyen or PPS EU. You can also get in touch by emailing support.fr@tide.co.

The table below shows what will happen when something goes wrong.

What went wrong?	What will happen
A payment is incorrectly processed because it wasn't sent to the person or account you told Tide to send it to.	The payment amount will be refunded together with any charges linked to that payment.
<p>A payment from your Tide Business Account was unauthorised, unless:</p> <ul style="list-style-type: none"> ● you've been deliberately or grossly negligent with your security details; or ● we can prove you acted fraudulently. 	<p>Once your claim has been investigated and Adyen is satisfied you've not been careless or that you've not acted fraudulently, the payment amount will be refunded and any charges linked to that payment, except for the first EUR 50 which may still be charged to you. You won't be charged for any unauthorised payments which take place after you've notified us of the unauthorised payment or that your security details relating to your account have been lost or stolen.</p>
A payment you requested is late due to a technical error of the Tide Platform.	<p>Your Tide Business Account will be put back to the position that it would have been in if we hadn't made the error.</p> <p>You can also ask us to contact the other person's bank and correct the amount of interest on their account.</p>
A payment you received to your Tide Business Account is late due to a technical error of the Tide Platform.	
A payment is taken from your Tide Business Account by a retailer without you knowing how much the payment is going to be and the payment is for more than you were expecting.	<p>Provided you let us know within eight (8) weeks of the date of the payment that:</p> <ul style="list-style-type: none"> ● your authorisation didn't specify the exact amount of the payment; and ● the amount is more than you could have reasonably expected to pay, based on your previous spending and our investigation, <p>usually the payment amount will be refunded. Where a proper investigation of your request and a refund is not possible, we'll let you know why.</p>

<p>You made a mistake and gave the wrong payment details for a payment.</p>	<p>If you make a mistake, we'll use our reasonable efforts to help fix the problem (which might mean getting your money back), but you might still be charged a fee for this.</p> <p>If the payment can't be recovered, a refund of the payment to your Tide Business Account will not be possible.</p> <p>If the payment has been received by the recipient's bank, then you will need to ask them about obtaining a refund. You can ask Tide member support if you need information about the payment to help you try and recover it.</p>
---	---

If you don't notify us about an issue with your outgoing payment within three (3) months after the debit date, then you might not be entitled to a refund.

Further investigation of your claim for a refund may be required to check that you're entitled to a refund. If you are entitled to a refund, this will be done as soon as possible and no later than the end of the next working day following the day that the request is received or after the conclusion of any investigation into your claim, as applicable.

If funds are added to your Tide Business Account because of a system error or a mistake, Adyen has the right to automatically reclaim those funds. It will be considered a serious breach of these Tide Membership Terms if you do not return the funds upon being notified, in the event they cannot automatically be reclaimed.

13.6 Negative Balances

If for any reason you have a negative balance on your Tide Business Account, you agree to immediately send the required amount of money to correct the negative balance, such amounts being due without the need for previous notification. Failure to send us the required amount of money within a reasonable period of time shall be deemed a material breach of these Tide Membership Terms. In addition, we or Adyen may: (a) exercise the right to automatically debit funds from any other account you have with Adyen; (b) initiate a chargeback procedure for any specific transaction which led to your Tide Business Account having a negative balance; (c) close or suspend any or all of your Tide Memberships; (d) report you to any credit reference agencies; and/or (e) take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

14. Invoicing Services and Tide Customer Manager

Please note: The services described below are planned for future release and are not currently live. The terms of this section will apply from the date of each service's launch.

14.1 Invoicing Services

Our invoicing services ("Invoicing") allow you to create, send, and manage invoices. The invoices you create can be sent directly through the Tide Platform to your customers via email and other digital channels. Please note that once an invoice has been sent, it can no longer be edited. However, you do have the option to cancel a sent invoice and create a new one for your customer.

Your Responsibilities

When using Invoicing, you (and not Tide) are responsible for the accuracy and completeness of these invoices. You are also solely responsible for fulfilling your tax obligations. You must comply with all applicable laws and regulations related to the invoices you issue, including, but not limited to, regulations on Value Added Tax (VAT), consumer rights, and data protection laws. Tide assumes no responsibility for monitoring your business activities related to invoicing or the use of Tide Invoicing, nor for advising or informing you about regulatory matters.

Invoicing may allow you to personalize your invoices by uploading your own business logo or other branding elements. By doing so, you grant Tide a non-exclusive, royalty-free, and worldwide license to host, use, and display such branding solely for the purpose of providing the Invoicing services to you. You warrant that you own or have all necessary rights and permissions to use any logo or branding you upload. You are solely responsible for ensuring that your branding does not infringe the intellectual property rights of any third party. Tide assumes no liability for trademark or copyright infringement arising from branding you provide, and you agree to indemnify Tide against any third-party claims resulting from your use of such materials.

Restrictions

Tide does not monitor your business activities related to invoicing or the use of our Invoicing product. Tide is not obligated to provide you with advice on invoicing or to inform you about regulatory matters.

Invoicing must not be used for goods, services, or business activities that are (a) illegal or unlawful (including counterfeit, stolen, or fraudulent goods or services, or corresponding business activities) or (b) non-compliant with all applicable laws or regulations (including, but not limited to, consumer protection laws, product safety laws, intellectual property protection laws, as well as binding trade regulations or export controls) or (c) the Tide Acceptable Use Policy.

We reserve the right to suspend or terminate your Tide membership account and/or access to Tide Invoicing if there are reasonable grounds to believe that you, particularly through the use of Invoicing, are violating the Tide Membership Terms or the Tide Acceptable Use Policy. Tide will take its legitimate interests into account when making this decision, including any statements and evidence provided.

Processing of Personal Data

To provide you with Invoicing, Tide processes your personal data and the data of your invoice recipients pursuant to the Tide Privacy Policy and the data of your invoice recipients according to the Tide DPA. It is your responsibility to ensure that all personal data you enter and use in connection with Tide Invoicing is collected, stored, and processed in accordance with all applicable data protection laws, incl. by ensuring you have a valid lawful ground under data protection laws (incl. obtaining consent, if applicable) for sharing this personal data with Tide and by providing any transparency notices to the respective data subjects, if required.

Our Liability in Connection with Your Use of Tide Invoicing

Tide assumes no responsibility and no liability for: (a) the issuance and management of invoices created using Invoicing in compliance with all applicable laws, rules, and regulations; (b) the accuracy and completeness of your invoices; (c) ensuring that your customers pay according to the invoices you issue via Tide Invoicing; (d) incorrect payment instructions on invoices; (e) funds transferred to an account not belonging to you due to incorrect information provided by you; (f) the inability of the invoice recipient to receive electronic messages; and (g) the handling of your customers regarding the accuracy or completeness of the invoices you issue. Exceptions to the liability limitations in this section 15.1.4 are as follows: (a) damages due to gross negligence or intentional breach of duty; (b) damages due to a breach of a contractual obligation, the fulfillment of which is essential for the proper execution of this agreement and on whose compliance you regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damages; and (c) damages resulting from injury to life, body, or health and under the Product Liability Act.

You agree to indemnify Tide against all losses incurred by us as a result of your failure to comply with legal or contractual obligations to your customers when using Invoicing, provided that you are at fault. This includes covering the costs of necessary legal defense on our part, including all court and attorney fees at statutory rates. In the event of a claim by a third party, you are obligated to promptly, truthfully, and fully provide us with all information necessary for reviewing the claims and defending against them. All other rights and claims for damages by Tide remain unaffected.

Fees

No separate fees are charged for the use of Invoicing.

14.2 Tide Customer Manager

The Tide Customer Manager tool provides functionality to centralise your customers' and counterparties' data that is already available to us as a result of your historic use of different Tide products, tools and services or any additional data about your current or prospective customers that you choose to add manually. It facilitates the management of interactions, including the sending of invoices, drafting of communications, and initiating payment requests, through a single dashboard.

As a data controller (as defined in data protection laws and regulations) you shall be responsible for processing all personal data you input in Tide Customer Manager in accordance with the requirements of data protection laws and regulations, including any applicable requirement to provide notice to data subjects of the use of Tide (including where you are a processor, by ensuring that the ultimate controller does so). The collection, use, and processing of personal data via the Tide Customer Manager tool are governed by the terms of our DPA available at <https://www.tide.co/fr-FR/>.

You are solely responsible for ensuring that any customer data you may upload to or process through the Tide Customer Manager tool is accurate, lawful, and acquired in a manner compliant with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) and any transposing or local laws.

Tide does not provide legal advice regarding your regulatory obligations as a data controller under GDPR or other data protection laws or regulations. You should seek independent legal advice if you have doubts whether your use of the Tide Customer Manager tool is compliant with all relevant laws and regulations that apply to you.

15. Changes to the Tide Membership Terms

We'll give you at least two (2) months' notice of any changes to the Tide Membership Terms and or the [Prices and Services List](#). This notice will normally be provided through the chat function in the Tide Platform app or via email. The date when the change will take effect will be included in the notice. You can either agree to or reject the changes before the proposed date of entry into force. Your approval shall be deemed to have been granted if you have not notified us of your rejection before the proposed date on which the changes are to take effect. We will specifically draw your attention to this authorisation effect.

In some cases, Tide is entitled to make changes to these Tide Membership Terms, the [Prices and Services List](#) and other provisions with a shorter notice, for example:

- if the change benefits you;
- if we're introducing new services or features to the Tide Membership;
- if there are minor changes to Tide Membership, its features or the way they operate that do not affect

the quality of Tide Membership or its features, or your rights under the Tide Membership Terms.

- if the existing terms are no longer consistent with the legal position as a result of a change in the law, including directly applicable legal provisions of the European Union, or as a result of a binding administrative act issued by a national or international competent authority, and we're not reasonably able to provide advance notice. In this case we will inform you of the change as soon as possible.

If you notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to terminate the Tide Membership Terms on the date upon which the changes are due to take effect (or any other date that you request in advance of the changes taking effect).

16. Termination

These Tide Membership Terms will remain in place indefinitely, until terminated by you or us. You may terminate your Tide Membership and these Tide Membership Terms at any time by contacting our Member Services Team through the in-app chat or email at support.fr@tide.co.

We may terminate the Tide Membership Terms by giving you at least two (2) months' prior written notice.

We may immediately terminate these Tide Membership Terms where we have reason to believe that any of the following happened:

- you have been justifiably suspended for a period of ninety (90) days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these Tide Membership Terms (including the [Tide Acceptable Use Policy](#));
- are legally obliged to terminate;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our [eligibility criteria](#);
- you have infringed Tide's or any third party's intellectual property;
- you are behind in payment of Fees and have not remedied this non-payment within five (5) days of Tide providing you with notice of the non-payment.

Tide reserves the right to notify Adyen and PPS EU of any intended termination and, in particular, of the important reasons for extraordinary termination and in many cases, Tide is obligated as a technical service provider for forwarding and reporting.

Instead of us exercising our termination right in respect of any of the events listed above, we may alternatively suspend or restrict your Tide Membership (resulting in suspension or a restriction of your Tide Business Account, access to PCS, your Tide Card and/or Additional Products and Services) or block your ability to use any particular feature of your Tide Membership, access to PCS, and any Additional Products and Services, pending resolution of our concern.

The termination of the Tide Membership Terms, Tide Partner Credit Services Terms, or any Additional Product and Service Terms and/or products or services' terms incorporated to these Tide Membership Terms will not affect your or our accrued rights arising under these Tide Membership Terms, including our rights to receive payment for any Additional Products and Services.

The termination of the *Tide Business Account Agreement – User Terms*, the *Tide Card Terms*, the Tide Partner Credit Services Terms, or any Additional Product and Service Terms and/or products or services' terms incorporated to these Tide Membership Terms may automatically lead to the termination of your Tide Membership and the Tide Membership Terms. A termination of the *Tide Business Account Agreement – User*

Terms and the *Tide Card Terms* and the order to close the Tide Business Account must always be addressed to Tide through the in-app chat or by email to support.fr@tide.co. Tide will inform Adyen and PPS EU accordingly. If a reference account has already been deposited, the funds remaining in your Tide Business Account will be transferred to this account. Otherwise, we will ask you to provide a valid reference account for account closure and account balancing purposes. In this case, a reasonable processing period applies.

17. What other important legal provisions do you need to know?

17.1 Privacy

Tide undertakes to protect Tide Member's information at any time by appropriate and state-of-the-art measures. Details about the handling of personal data, data protection and data security are defined in detail in Tide's [Privacy Policy](#). Please note that for the processing of the Tide Member's data by Tide partners, including Adyen and PPS EU their privacy policy applies as data controllers separate from Tide.

17.2 Availability

Tide always endeavours to ensure the unrestricted usability and availability of the Tide Platform, but cannot provide an unrestricted guarantee for the security. The goal is an availability of services of 97% in the annual average. We will inform you of any downtimes that affect you.

In order to ensure the quality and further development of the Tide Platform, we are authorised to carry out maintenance work. Maintenance work is not taken into account when calculating the availability of the Tide Platform. As far as possible, maintenance work will be carried out at times of low capacity usage. Maintenance work will be announced to you with a reasonable lead time.

The calculation of the availability of the Tide Platform also does not take into account times in which the Tide Platform is not available due to urgent adjustments or updates to the IT infrastructure used for the Tide Platform to eliminate security gaps, acutely unstable software and hardware or in the event of imminent danger, such as ongoing attacks. In such cases, we may also carry out unscheduled and unannounced maintenance work. However, we will endeavour to notify you immediately and inform you of the status of the maintenance work.

The calculation of the availability does not take into account times in which the Tide Platform is affected by technical or other problems that are beyond our control (force majeure, fault of third parties who are not vicarious agents), causes within their control (e.g. hardware errors), etc.).

Limitation or impairment of the Tide Platform or the products and services provided by Tide under these Tide Membership Terms may be beyond our reasonable control. This includes, in particular, acts of third parties that are not acting on behalf of Tide (including Adyen, PPS EU and other partners or third-party providers), technical conditions of the Internet that cannot be influenced by Tide, and force majeure. Insofar as such circumstances affect the availability or functionality of the Tide Platform, this has no effect on the contractual conformity of the services provided and is attributable to the sole risk sphere of the Tide Member.

Clause 17.3 remains unaffected by the above provisions of this clause.

17.3 No warranty

The Tide Platform and your Tide Membership Account, including all the services provided under it and any tools, products and add-ons are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:

- Tide does not warrant that access to Tide Membership, any service, tool or add-on will be uninterrupted or error free;

- Tide shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect Tide Membership, Open Access services or any service, tool or add-on;
- Tide does not warrant that Tide Membership, any services, products, tools and add-ons will meet your individual requirements or produce particular outcomes or results or that the results comply with applicable legal, regulatory and industry requirements and standards;
- Tide does not guarantee it will correct any errors in Tide Membership, any service, tool or add-on, API, materials, documentation, or data;
- Tide makes no representation or recommendation as to and accepts no responsibility for any services provided to you by third parties, including Adyen or PPS EU;
- Tide does not guarantee the services are free of viruses or other harmful code.

17.4 Your obligations

To continue providing you with access to the Tide Platform, its features and services and any Additional Products and Services, we need you to comply with certain additional requirements.

You must comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems or other third parties.

In particular, (but without limitation), you must comply with all relevant money laundering, bribery, data protection and consumer rights legislation. You are obliged to follow instructions that Tide provides to you with respect to the Tide Platform, its features and services and any Additional Products and Services, whether such instructions are provided via the Tide Platform, email, or otherwise.

You are responsible for promptly providing Tide with the information required for Tide to provide any of the Tide Platform services, products or features, including photographic identification, documentation and information as Tide may reasonably request to comply with regulatory obligations. You represent and warrant to Tide that for any information that you share with Tide, you will have the authority to share such information. You are responsible for the accuracy and completeness of information provided to Tide, and you will ensure that any such information is kept current and complete on an ongoing basis. You acknowledge that you shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate information to Tide, unless we are at fault for such loss.

You are responsible for reviewing any communications, statements, information, documents or other such materials posted on the Tide Platform by Tide (or otherwise made available to you by Tide) for your review, and you must notify Tide of any inaccuracies in any such materials as soon as possible, or within the time period specified in communications received from Tide.

Please note that it is condition of these Tide Membership Terms, and you also represent and warrant to Tide, that:

- you are a business operating in France and your business meets our [eligibility criteria](#);
- you have the requisite power, authority and capacity to enter into and comply with these Tide Membership Terms;
- the information you provide to us in order to enable us to satisfy our client verification and anti-money laundering policy in respect of you is complete, accurate and not misleading and furthermore that you will notify us of any changes to the information provided;
- your business has and will be operated in a way that is compliant with all relevant legislation, regulations, codes of conduct or regulatory guidance or directions; and
- in using the Tide Platform, you will comply with the [Tide Acceptable Use Policy](#).

17.5 Liability

We are liable in cases of intent (*dol*) and gross negligence (*faute lourde*) in accordance with applicable law. In other cases, we are liable only for breach of an essential contractual obligation whose performance is strictly necessary for the proper performance of this agreement and on which you may reasonably rely; in such case our liability is limited to compensation for the foreseeable and typical loss. In all other cases, our liability is excluded. Nothing in these Terms operates to exclude or limit any liability that cannot be excluded or limited under French law, including liability for death or personal injury, for fraud or fraudulent misrepresentation, and (where applicable) under the defective products regime.

17.6 Indemnities

You indemnify us against all claims asserted against us by third parties due to improper, non contractual or unlawful use of the Tide Membership Account and the Tide Platform, insofar as you are responsible for the improper, non-contractual or unlawful use. In this case, you shall bear the costs of our necessary legal defence, including all court and legal costs at the statutory rate. In the event of a claim by third parties, you are obliged to provide us immediately, truthfully and completely with all information necessary for the examination of the claims and a defence. All further rights and claims for damages by Tide remain unaffected.

17.7 Intellectual Property

The Tide Platform and the Tide websites and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Tide's intellectual property includes all logos related to the Tide Platform, its features and services and any Additional Products and Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade address of Tide. You may not copy, imitate or use Tide's intellectual property rights without prior written consent.

Tide owns the intellectual property in the Tide Platform. We grant you a non-exclusive, non-transferable right, without the right to grant sublicenses, to use the Tide Platform during the term of these Tide Membership Terms solely for your internal business operations.

We reserve all of our rights in any intellectual property in connection with these Tide Membership Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

Nothing in these Tide Membership Terms grants you any legal rights in the Tide Platform and/or the Tide websites, other than as set out in these Tide Membership Terms. You agree not to adjust or try to circumvent or delete any notices contained on the Tide Platform (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Tide Platform.

Any feedback, user reviews, comments, and suggestions you may provide for improvements to the Tide Platform, its features or Additional Products and Services ("**Feedback**"), whether provided directly to Tide or on user review websites such as TrustPilot, is given entirely voluntarily and Tide will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. For example, Tide may use your user reviews provided on TrustPilot in its marketing material without obtaining further consent from you. Feedback includes, without limitation, feedback you provide to Tide in response to any surveys Tide conducts, through any available technology, about your experience.

17.8 Third-Party Services, Websites and Resources

Through your Tide Membership Account, you may be able to elect to receive services from third parties introduced by Tide (a "**Third Party**" and each such service a "**Third-Party Service**"). Tide makes no

representation or recommendation as to and accepts no responsibility for Third-Party Services or any material, information, or results made available through Third-Party Services and it shall be your responsibility to assess your election to receive a Third-Party Service, including acceptance of their terms and conditions if required.

The Tide Platform or the Tide websites may contain links to third-party websites or resources. Tide provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites.

17.9 Notices

You can contact us through the in-app chat or by email to support.fr@tide.co. If applicable, your notice will be deemed received on the same working day it is received by us before 17:00 Paris time or if not, the next working day.

17.10 Complaints

If you would like to log a complaint regarding your Tide Membership, your Tide Business Account or your Tide Card, please email us at complaints.fr@tide.co and we will respond to your complaint in a text form (by email or via a registered letter). Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting us and, if you make a complaint, a copy of the complaints procedure will automatically be posted to you. We will administer any complaints you may have in connection with your Tide Business Account or your Tide Card on Adyen's, respectively on PPS EU's behalf.

Tide does not participate in the online dispute resolution platform at European Online Dispute Resolution.

17.11 French law

These Tide Membership Terms shall be governed by French law and any claim or dispute under these Tide Membership Terms shall be subject to the exclusive jurisdiction of the French courts.

17.12 Miscellaneous

You may request, and we will provide, a copy of these Tide Membership Terms at any time before they end.

You may not transfer or assign or sell any rights or obligations you have under these Tide Membership Terms or otherwise grant any third party a legal or equitable interest over your Tide Membership Account without Tide's prior written consent. Tide reserves the right to transfer or assign these Tide Membership Terms or any right or obligation under these Tide Membership Terms at any time.

If we fail to enforce any of our rights under these Tide Membership Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

Unless stated otherwise in these Tide Membership Terms, if any provision of these Tide Membership Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

We do not provide advice. Any information such as calculations and forecasts, provided to you via the Tide Platform, its features and services and any of the Additional Products and Services or the Tide websites is meant for informational purposes only and should not be interpreted as professional advice. All calculations, forecasts and other information should be independently checked and verified. Foreign currency exchange rates are subject to fluctuations outside our control.

In the event of contradictions between the English version and the French version of the Tide Membership Terms, the provisions of the French version of the Tide Membership Terms shall prevail.

Appendix 1 - Partner Credit Services Terms

(applicable to all Tide Members)

15 September 2025

These Partner Credit Services Terms (the “**PCS Terms**”) apply to all Tide Members who request an introduction to Finance Providers via the Tide Platform in France. Referred to also as the “**Service**,” these PCS Terms govern the credit intermediation service offered through the Tide Platform. References to “**we**,” “**us**,” and “**our**” have the meaning given to “Tide” in the Tide Membership Terms; for the purposes of the Service, the relevant regulated intermediation activities are performed by Tide Platform SAS acting as a mandated credit intermediary (MIOBSP) or non-exclusive banking and payment services agent (MOBSP) under mandates from one or more principal IOBSPs (each a “**Principal**”), as further described in these PCS Terms.

These PCS Terms should be read together with the **Tide Membership Terms**, which govern any matter not expressly addressed here. If there is any inconsistency between these PCS Terms and any other document we provide to you (including in-app notices or marketing pages), these PCS Terms apply to the Service. Any capitalised terms used but not defined here have the meanings given to them in the Tide Membership Terms. The terms of any finance product you obtain are set by the relevant Finance Providers and govern your relationship with that Finance Providers.

1. Scope

These PCS terms apply when you ask Tide to introduce you to potential providers of business finance in France. They supplement the Membership Terms; if there is any inconsistency, these PCS terms prevail for the PCS service only.

2. Capacity and principals

Tide Platform SAS acts as an IOBSP for the Service. Depending on the Finance Provider, we may act either (i) as a non-exclusive banking and payment services agent (MOBSP) mandated by a credit or payment institution (the “mandant”), or (ii) as a mandated intermediary (MIOBSP) under one or more mandates granted by principal IOBSPs (each a “principal”). We are not a lender and do not provide advice. Before any introduction, we will identify in writing our capacity for that introduction and the identity of the relevant mandant or principal. We may add, remove or replace mandants/principals from time to time; an up-to-date list is available on request.

3. Eligibility and availability

PCS is for professional use only. We may decline to provide PCS or end it where you do not meet our or a Principal’s or Finance Providers’s eligibility, sector or risk criteria, or where required by law/sanctions policy.

4. How PCS works

- (a) You provide information about your business, funding needs and preferences.
- (b) We assess the information and, acting under our Principal’s mandate(s), introduce you to one or more potential Finance Providers (each a “**Finance Provider**”).
- (c) We may help transmit your information to Finance Providers. Any application, offer, agreement or lending decision is exclusively between you and the Finance Provider. We do not guarantee you will receive finance or that any particular terms are available. You must make your own assessment of suitability and affordability.
- (d) A Finance Provider may require additional KYC, credit reports and supporting documents. They may also share back limited status/outcome data with us/our Principal for operational purposes.
- (e) Finance Providers and, where applicable, our mandants/principals may carry out identity, fraud-prevention, sanctions and creditworthiness checks using third-party databases and credit reference agencies. These checks may involve queries on your business and (to the extent relevant to the application) on directors, officers, authorised signatories and ultimate beneficial owners. Searches may leave footprints visible to other finance

providers and, in some cases, may affect the relevant credit file. By using the Service, you acknowledge that such checks may be undertaken by Finance Providers in accordance with their own terms and policies.

5. Your information and consents

You must ensure that all information you provide is true, accurate and complete, and you will promptly update it if it changes.

You confirm you have the requisite power, authority and capacity to enter into and comply with these PCS Terms and to use the Service on behalf of the Member.

Where you provide personal data about other individuals (including directors, officers, authorised users and ultimate beneficial owners), you warrant that you have a lawful basis to do so and have provided all required notices (and, where required, obtained consents) so that we, our mandants/principals and Finance Providers may process that data for the purposes of introductions, application assessment, KYC/AML/sanctions and fraud-prevention checks, and ongoing status updates.

You authorise us to share your information with our mandants/principals and Finance Providers for those purposes. Finance Providers are independent controllers of the data they receive and their own privacy terms apply.

This Clause 5 supplements (and does not limit) your data and privacy obligations under the Tide Membership Terms.

6. Fees and commission

PCS is free for you. We or our Principal may receive commission from a Finance Provider in connection with an introduction. The amount or method of calculation will be disclosed on request. Different Finance Providers may pay different commission rates. Using PCS does not oblige you to take any finance.

7. Your responsibilities

You are responsible for: (i) deciding whether to proceed with any finance; (ii) obtaining independent financial, legal, accounting and tax advice; (iii) complying with all applicable laws and contract terms with any Finance Provider; and (iv) keeping your login/security details safe for any portals used during an application.

You may use the Service and any information obtained through it only for your internal business records and decision-making in relation to potential finance. You must not compile, sell, rent, license, publish, redistribute or otherwise commercialise any database or dataset derived from the Service (including details of Finance Providers or terms offered), and you must not use the Service to provide broking, lead generation or similar services to third parties.

You must not access the Service by automated means (including scraping, spiders, crawlers or bots), reverse engineer any interface, or circumvent technical restrictions.

You must keep confidential any non-public information you receive from us, our mandants/principals or Finance Providers (including indicative terms and offers), except to the extent you are required to disclose it by law or to your professional advisers under confidentiality obligations.

You will indemnify Tide against losses, costs and liabilities reasonably incurred as a result of any claim that arises from your breach of this Clause 7 or from your lack of authority to share information under Clause 5.

8. No advice / no recommendation

Information provided through PCS is for general information only. We do not provide debt counselling or debt advice, do not assess suitability, and do not recommend any Finance Provider or product. You must make your own independent decisions.

9. Complaints

If you wish to complain about PCS, contact us at complaints.fr@tide.co or via the Tide app. We will handle your complaint in accordance with our complaints procedure. (Complaints relating to any finance agreement should be raised with the relevant Finance Provider.)

10. Suspension and termination

We may suspend or terminate PCS if: (i) we reasonably suspect fraud or unlawful use; (ii) required to do so by a Principal, Finance Provider or law; (iii) you breach the Membership Terms or these PCS terms. You may stop using PCS at any time by telling us. Termination of the Membership Terms will also end PCS.

11. Liability

Our liability for PCS follows the liability framework in the Tide Membership Terms. Nothing in these PCS Terms limits any liability that cannot be limited under applicable law. (For the avoidance of doubt, we are not liable for any decision or action of a Finance Provider.)

12. Governing law and language

These PCS Terms are governed by French law. The courts of France have exclusive jurisdiction. The contractual languages are French and English; if there is any inconsistency, the French version prevails.