

# Tide Membership Terms and Conditions

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These Tide Membership Terms & Conditions ("**Tide Membership Terms**") govern your use of the Tide Platform provided by Tide Platform S.A. ("**Tide**") and the various features available on the Tide Platform from time to time. 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 your business (the "**Tide Member**") and Tide, so please make sure you read these Tide Membership Terms carefully. Before concluding the agreement, you can check the data you have entered and adjust it if necessary.

## 1. Who are we?

Tide is registered with the Luxembourg Chamber of Commerce (Registre de Commerce et des Sociétés) under number RCS: B272663. 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.de@tide.co](mailto:support.de@tide.co) or contact us via the Tide Platform mobile app (the "**Tide App**").

## 2. What does it mean to be a Tide Member?

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.

## 3. What is Tide Membership?

Your Tide Membership gives you access to Tide's digital platform for small and medium businesses (the "**Tide Platform**"), accessible through our mobile app. You can find further information about the Tide Platform on our website (<https://www.tide.co/de-DE/>).

Certain products and services available through the Tide Platform are governed by additional appendices to these Terms (each an "Appendix"). Each Appendix forms part of these Tide Membership Terms. By using a product or service covered by an Appendix (for example, Tide Smart or Tide Instant Saver), you agree to the terms set out in that Appendix, which apply in addition to these Tide Membership Terms and the applicable Bank Account Terms. In the event of a conflict between these Tide Membership Terms, any applicable Appendix and any Bank Account Terms, the following order of precedence shall apply: (i) the relevant Bank Account Terms, (ii) the applicable Appendix, and (iii) these Tide Membership Terms.

### 3.1 Tide Business Account

In particular, through your Tide Membership Account you have the option to open business bank accounts provided by one of our banking partners (each a "**Banking Partner**" and collectively, the "**Banking Partner(s)**"). These accounts (each a "**Tide Business Account**") allow you to keep your money in a current account and to operate your funds and manage your transactions. The terms and conditions governing the specific operation, features, and requirements of your Tide Business Account(s) are set out in a separate agreement between you and the respective Banking Partner

providing the business bank account (the “**Bank Account Terms**”). You will be required to accept the applicable Bank Account Terms of the specific Banking Partner in order to open and operate a Tide Business Account. The specific agreement you accept upon opening your account (e.g., the '*Tide Business Account Agreement – User Terms with Adyen*') will constitute the 'Bank Account Terms' referenced throughout this document. Further details about each Banking Partner including licence, deposit-guarantee scheme, cut-off times, specific transaction limits and requirements to open a Tide Business Account with a specific Banking Partner are provided in the relevant Bank Account Terms.

On the basis of a cooperation agreement between Tide and each Banking Partner(s), Tide provides technical services to the Tide Members regarding conclusion, execution and administration of the contracts between the Tide Members and the respective Banking Partner with respect to Tide Business Account. Tide acts exclusively as a technical service provider of each Banking Partner and is bound by the Banking Partners' instructions insofar as regulatory requirements must be satisfied. When you open a Tide Business Account, you will be entering into a direct agreement with the relevant Banking Partner.

The specific regulatory status, licensing authority and deposit guarantee scheme applicable to each Banking Partner are set out in the relevant Bank Account Terms.

These Tide Membership Terms shall apply in relation to all of our Banking Partners unless otherwise stated in the respective Bank Account Terms.

### **3.2 Tide Card**

Each Tide Business Account, irrespective of the Banking Partner providing it, is linked to a Mastercard Business Debit Card provided by PPS EU SA (the “**Tide Card**”). Tide has been registered as an agent of PPS EU SA under the Agent-ID - PPSELUA000001. 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 a principal member of Mastercard. Your Tide Card is linked to your main Tide Business Account so that card payments made using your Tide Card will be deducted automatically from your Tide Business Account. You will be required to accept PPS EU's [Tide Card Terms](#) available here which will apply to your use of the Tide Card.

### **3.3 Tide Open Access Services**

Also, once made available, you will be able to use the Open Access feature to connect one or more business current accounts provided by other banks and financial institutions (“**Financial Institution**”) 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**”).

### **3.5 Tide Tagesgeldkonto (Tide Instant Saver)**

Each Member who opens a Tide Business Account, will automatically receive a Tide Instant Saver account (the “**Tide Tagesgeldkonto**”) opened for them. For Members who already hold a Tide Business Account, you may open a Tide Tagesgeldkonto at any time, subject to the eligibility terms in Appendix 2. The Tide Tagesgeldkonto is governed by Appendix 2 of these Tide Membership Terms and the applicable Bank Account Terms.

#### **4. How much does it cost to use Tide Membership?**

Your Tide Membership is free. Where an additional fee applies to the use of the Tide Business Account, the Tide Card or to the use of any Additional Products and Services, we will specify this to you before you opt-in.

Apart from our standard free Tide membership you can choose to upgrade to our paid membership plan - Tide Smart - which offers additional features and exclusive benefits. Please see our [Tide Smart Terms](#) for more details.

#### **5. Fees, reversals and other charges**

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 [Pricing Sheet](#).

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 your Banking Partner to transfer the corresponding amount from your Tide Business Account to us in accordance with our instructions. Any Other Owed Amounts become due immediately as soon as they arise. To ensure the payment of the amounts you owe and the proper processing of transactions, you must ensure that your Tide Business Account has sufficient funds available. 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 interest at an annual rate of 5% above the applicable base rate, plus legal costs and other 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 clause 18.8.

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. We may refuse your request to subscribe to one of our Additional Products or Services in our sole discretion. If we are unable to collect payment of the relevant subscription fee within 5 days of the date payment was due to be

collected, we reserve the right to terminate the relevant Additional Products and Services (e.g. Tide Smart). Where the fees for an Additional Product or Service are periodic (e.g. monthly or annual) rather than transactional, the fee for the first period will be prorated to your use start date. After that, subscription fees are billed monthly in advance, typically between the 1st and the 4th of each month.

It is at our sole discretion to grant you free trial access to any of our Additional Products and Services. If you do not cancel the subscription (e.g. Tide Smart) before the end of the trial period, a paid subscription fee will apply, as listed on the Tide website or in the Tide App.

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. In the event of an early termination of the subscription by you, no refund of subscription fees will be issued, unless the termination is caused by a unilateral change to the fees or subscription terms by Tide to your detriment (a deterioration of the conditions); in such a case, the subscription fees will be refunded. If we terminate your subscription or these Tide Membership Terms, 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).

## **6. Our Regulatory Status**

Tide is a business financial platform, not a bank, and does not itself provide financial or payment services within the meaning of the German Banking Act (KWG) or the Payment Services Supervision Act (ZAG). Business accounts are provided by our Banking Partners. The specific regulatory status, licensing authority and deposit guarantee scheme applicable to each Banking Partner are set out in the relevant Bank Account Terms provided to you before you open an account. In addition, Tide has been registered as an agent of PPS EU and has been authorised to represent PPS EU in the provision of payment processing services related to the Tide Card.

## **7. How will Tide contact you?**

If we need to contact you, we may contact you via the Tide mobile 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.de@tide.co](mailto:support.de@tide.co). All of the documents relating to your Tide Membership, and all of our communications with you, will be in German 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.

## **8. Are there any other documents you need to read?**

Along with these Tide Membership Terms, you should read any applicable Additional Product and Service Terms, our [Privacy Policy](#), [Cookie Policy](#), [Acceptable Use Policy](#) and any [FAQs](#) we publish from time to time. In particular, the [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 chat or email at [support.de@tide.co](mailto:support.de@tide.co).

#### **9. Who is eligible for Tide Membership?**

Our services are exclusively directed towards entrepreneurs within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch).

To be eligible for Tide Membership, you must be a German business and meet our eligibility criteria. You can open a Tide Membership Account using our mobile app. Please see our [FAQs](#) for details of our eligibility criteria.

Tide will use its sole discretion based on its own risk assessment (which might change from time to time) when deciding whether to allow a prospective member to open a Tide Membership Account. Please refer to our eligibility criteria for a non-exhaustive list of examples of businesses which we are likely to consider to be outside our risk assessment. In the event that we reject your application, we will not be required to provide you with a reason.

In some cases, you might not be able to open a Tide Business Account due to our Banking Partner's legal obligations or risk management policies. Further details can be found in the relevant Bank Account Terms.

If any of your company details change, it's your responsibility to let us know as soon as possible. You must inform us immediately if any of the events described in the eligibility criteria occur to you or if you commence business activity falling outside the eligibility criteria.

We will treat the individual responsible for opening a Tide Membership as the authorised administrator of your Tide Membership, unless we have evidence to the contrary. 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.de@tide.co](mailto:support.de@tide.co).

The administrator will be able to provide instructions in relation to your Tide Membership. We are entitled to treat the administrator as fully authorised to enter into these Tide Membership Terms and to access and provide instructions through your Tide Membership Account. We will only take instructions in relation to your Tide Membership from the administrator.

#### **10. 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.

#### **11. 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 Germany) 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.

## **12. 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.

## **13. 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.

## **14. Your use of the Tide Business Account and the Tide Card**

### **14.1 Account Limits**

A Banking Partner 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**") and you will be notified about those limits in accordance with clause 19.8. Such limits can be changed at either the Banking Partner 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.

### **14.2 Technical Transmission of Payment Orders**

Through the Tide Platform Tide provides access to the Tide Business Account offered by our Banking Partner as a technical service provider within the meaning of § 2 (1) no. 9 of the Payment Services Supervision Act based on access, integrations and interfaces (including so-called APIs), provided by the Banking Partner. All payment-initiation and account-access services are governed by the relevant Bank Account Terms.

The Tide Platform is the primary interface for the use of your Tide Business Account. Through your Tide Membership Account or by using your Tide Card, you may instruct a payment order using one of the payment methods made available from time to time including SEPA and Direct Debit ("**Payment Order**"). In respect of your Tide Business Account, we will provide the technical administration of these functions on behalf of the Banking Partner. You may also provide instructions through a third party under a direct debit scheme or a third-party provider you have authorised and instructed to access your account information and/or make payments online from your Tide Business Account in accordance with the Bank Account Terms (respectively, an Account Information Service ("**AIS**") or a Payment Information Service ("**PIS**"). We provide the required technical infrastructure on behalf of the Banking Partner which will ensure that these transactions are executed against your Tide Business Account. Please note that the relevant Banking Partner might not allow an AIS or PIS access to a Tide Business Account if the relevant Banking Partner reasonably believes that to do so could mean a security risk to your Tide



Business Account or may involve fraudulent or unauthorised access to your Tide Business Account. You may, at any time, revoke authorisation of an AIS or PIS third party provider from accessing your Tide Business Account by contacting Tide or the AIS/PIS third party provider.

You can provide your consent to a Payment Order by using the identified method for giving consent indicated within your Tide Membership Account, typically via a “Make Payment” button and a verification of the Payment Order, including a fingerprint scan or the submission of a code, as required. Payment Orders cannot be instructed by phone, paper-based instruments or other means.

It shall be your responsibility to ensure that when instructing a Payment Order you input the correct unique identifier for that transaction. This is the information that uniquely identifies the other party to your transaction or their account and enables us to route the transaction to that person or account, such as the sort code and account number or IBAN (“**Unique Identifier**”). The user interface within the Tide Platform will prompt you to provide the necessary Unique Identifier information when you wish to initiate a Payment Order through your Tide Membership Account. Neither the relevant Banking Partner nor Tide will have any responsibility for verifying the accuracy of any payment transaction data you provide for the purposes of initiating the Payment Order. It shall also be your responsibility to input the correct payment recipient’s name. You must check the payment details carefully to make sure you are paying the right person.

To make a payment out of your Tide Business Account, you should follow the instructions on your Tide Membership Account. Subject to the next sentence, Payment Orders made through the Tide Platform will be processed as per the cut-off times defined in the [Pricing Sheet](#).

You won't be able to submit Payment Orders through your Tide Membership Account unless you've provided all the information required.

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

- 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 the relevant Banking Partner 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 the relevant Banking Partner have reasonable concerns about security or fraud;
- executing the payment would cause a breach of any law or regulation that applies to us or the relevant Banking Partner ; or
- you've broken any of the Tide Membership Terms or the *Tide Business Account Agreement – User Terms* or the *Tide Card Terms* in a serious way.



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 working out if you have enough money in your Tide Business Account for a payment, the relevant Banking Partner will look at 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 account to take your balance above zero. Alternatively, a member of the Tide member support team will get in touch to request the payment from you.

Unless we or the relevant Banking Partner 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 the relevant Banking Partner is prevented by a legal, regulatory or security reason or the relevant Banking Partner reasonably believes making such payment might cause a breach of a legal or regulatory requirement).

### **14.3 Your Statements**

Once a month, we will provide you via your Tide Membership Account with statements in .pdf format setting out certain information in respect of your payment transactions executed on your Tide Business Account and the transactions executed on your Tide Card.

You should monitor your account statements carefully and notify us of any payment transactions or activity you do not recognise. Please note that you shall raise objections due to the incorrectness or incompleteness of an account statement no later than six weeks after its receipt. If you raise objections in text form, it is sufficient to send them within the six-week period. Any failure to raise objections in due time shall be deemed as approval. You can also request a correction of the account statement after the deadline has expired. However, you shall then have to prove that your Tide Business Account was wrongly debited or a credit to which you were entitled was not issued.

### **14.4 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, the relevant Banking Partner or PPS EU reasonably suspect fraud, crime or unauthorised use;

- we or the relevant Banking Partner reasonably believe this is necessary to protect your Tide Business Account;
- we, the relevant Banking Partner 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 broken 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.

#### 14.5 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 the relevant Banking Partner or PPS EU. You can also get in touch by emailing [support.de@tide.co](mailto:support.de@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"> <li>• you've been deliberately or grossly negligent with your security details; or</li> <li>• we can prove you acted fraudulently.</li> </ul>	<p>Once your claim has been investigated and the relevant Banking Partner 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.</p> <p>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.	Your Tide Business Account will be put back to the position that it would have been in if we hadn't made the error.
A payment you received to your Tide Business Account is late due to a technical error of the Tide Platform.	You can also ask us to contact the other person's bank and correct the amount of interest on their account.

<p>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>	<p>Provided you let us know within eight (8) weeks of the date of the payment that:</p> <ul style="list-style-type: none"> <li>• your authorisation didn't specify the exact amount of the payment; and</li> <li>• the amount is more than you could have reasonably expected to pay, based on your previous spending and our investigation,</li> </ul> <p>usually the payment amount will be refunded.</p> <p>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, the relevant Banking Partner 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.

#### **14.6 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 the relevant Banking Partner may: (a) exercise the right to automatically debit funds from any other account you have with the relevant Banking Partner; (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.

## **15. Invoicing Services**

Our invoicing services ("**Tide 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.

### **15.1 Your Responsibilities**

When using Tide 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.

### **15.2 Restrictions**

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

Tide 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 Tide 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.

### **15.3 Processing of Personal Data**

To provide you with Tide Invoicing, Tide processes your personal data and the data of your invoice recipients pursuant to Tide's [Privacy Policy](#). 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.

### **15.4 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 Tide 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 15.4 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 Tide 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.

#### **15.5 Fees**

No separate fees are charged for the use of Tide Invoicing.

#### **16. 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.

#### **17. 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 [Pricing Sheet](#). 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 Price Sheet and other provisions with a shorter notice, 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. In such case we will inform you of the change as soon as possible.

If we are introducing a new feature, product or service that will be covered by these Tide Membership Terms, we will add the new features, products or services and we will let you know of the change before the new feature, product or service is made available to you. Such changes will not affect the quality of Tide Platform or its features, or your rights under the Tide Membership Terms.

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).

## **18. 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.de@tide.co](mailto:support.de@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 90 days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these Tide Membership Terms (including the 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 the relevant Banking Partner 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, your Tide Card and/or Additional Products and Services), or block your ability to use any particular feature of your Tide Membership, including any Additional Products and Services, pending resolution of our concern.

The termination of the Tide Membership Terms or Additional Product and Service 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* and/or Additional Product and Service Terms shall not automatically lead to the termination of your Tide Membership and the Tide Membership Terms, unless we inform you otherwise. 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.de@tide.co](mailto:support.de@tide.co). Tide will inform the relevant Banking Partner 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.

## **19. What other important legal provisions do you need to know?**

### **19.1 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 the relevant Banking Partner and PPS EU their privacy policy applies as data controllers separate from Tide.

### **19.2 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 the relevant Banking Partner, 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 19.4 remains unaffected by the above provisions of this clause.

### **19.3 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 Germany 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](#).

#### **19.4 Liability**

We are liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

In other cases, we shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of this agreement and on the observance of which you may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded, subject to the following sentence.

Nothing in these Tide Membership Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation, under the German Product Liability Act (Produkthaftungsgesetz) or for any liability that cannot be excluded or amended by law.

#### **19.5 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.

#### **19.6 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 licenced 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.

#### **19.7 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.

#### **19.8 Notices**

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

#### **19.9 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.de@tide.co](mailto:complaints.de@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 the relevant Banking Partner's, respectively on PPS EU's behalf.

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

#### **19.10 German law**

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

#### **19.11 Miscellaneous**

You may request and we shall provide a copy of these Tide Membership Terms and any information set out in Art. 248 Sections 4 to 9 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch) which is relevant to the Tide Membership at any time prior to the termination of these Tide Membership Terms.

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 German version of the Tide Membership Terms, the provisions of the German version of the Tide Membership Terms shall prevail.

## Appendix 1 –

### Terms and conditions for the Tide Smart membership plan

This Appendix 1 – Terms and conditions for the Tide Smart membership plan (the “**Tide Smart Terms**”) provide additional terms governing your use of the “Tide Smart” membership plan. They should be read together with the Tide Membership Terms as well as the Bank Account Terms. Any matters not specifically governed by these Tide Smart Terms will be dealt with in accordance with the provisions of the Tide Membership Terms or the Bank Account Terms. If there is any inconsistency between these Tide Smart Terms and any other document we provide you with, these Tide Smart Terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

#### 1. Introduction

The “Tide Smart” membership plan is provided to you by Tide and offers a variety of benefits tailored to support your business needs. These benefits are accessible through a monthly or annual subscription fee, with the details outlined in clause 2 below.

#### 2. How does it work?

2.1. The “Tide Smart” membership plan (available as a monthly or annual subscription) includes the following benefits:

- 50 free inbound and outbound SEPA transfers in Euro (transactions that are not included in the Tide Smart membership plan will be charged in accordance with the [Pricing Sheet](#))
- Access to our phone support
- 2 *additional Tide Business Accounts* to separately manage your expenses, taxes, and more
- Enhanced Rewards in the Rewards Hub in your Tide App
- Priority In-app Chat Support
- Black Tide Card

The features and add-ons available in the Tide Smart membership plan are listed at the dedicated Smart webpage. Additional rewards and/or features will be communicated to you from time to time.

#### 2.2. Additional Tide Business Accounts

All of the terms and conditions applicable to your main Tide Business Account, including any Account Limits and Fees shall apply to your additional Tide Business Accounts. Additional Tide Business Accounts should be purpose driven and can be used to segregate the funds you hold in your main Tide Business Account for specific purposes. You must not use the additional Tide Business Accounts for the purpose of running another business or to segregate your business’s funds from the funds of your customers.

Each additional Tide Business Account has its own IBAN, allowing you to make transactions at any time using the SEPA payment rails. As with your main Tide Business Account, you will receive individual account statements for your additional Tide Business Accounts to review all transactions. You also have the option to order an additional Tide Card for each additional Tide Business Account. This card is linked to the corresponding account, so card payments made with the additional Tide Card are automatically debited from the associated additional Tide Business Account.

If you fail to settle a debt on your main Tide Business Account despite a reminder, the relevant Banking Partner is entitled to offset the balance of your additional Tide Business Account against the debt on your main Tide Business Account. Just like your main Tide Business Account, additional Tide Business Accounts cannot have a negative balance. If a negative balance arises in any of your additional Tide Business Accounts, it will be automatically and immediately offset with the balance from your main Tide Business Account.

You can close your additional Tide Business Account at any time by contacting our Member Support Team via the in-app chat or by email to [support.de@tide.co](mailto:support.de@tide.co). The main Tide Business Account will remain active in such case. Before your additional Tide Business Account can be closed, you need to transfer any balance remaining in it to your main Tide Business Account. Please note that if the main Tide Business Account is closed, all additional Tide Business Accounts will also be closed automatically.

### **2.3. What happens when you cancel your Tide Smart membership plan?**

Cancellation will take effect on the first day of the calendar month immediately following your cancellation. If you cancel your Tide Smart membership plan you will lose access to all the features and benefits which are no longer covered by the standard free Tide Membership. Your use of the Tide Platform, your Tide Business Account and your Tide Card will be subject to the standard fees applicable to them as per the Pricing Sheet. For example:

- you will no longer be able to open a new Additional Business Account. The Additional Business Account which you already have will be charged a monthly fee as per the [Pricing Sheet](#);
- you will be charged the standard fees for all of your bank transfers;
- you will lose access to our premium support and the respective rewards and features specific for the Tide Smart membership plan.

### **3. Subscription Fees**

The Tide Smart membership plan costs €7.50 per month or €54 per year.

You specify the type of subscription (monthly or yearly) when registering for the Tide Smart membership plan. The subscription is concluded upon the successful completion of the registration process by you, as confirmed by Tide in text form via email or through the Tide App. The subscription is automatically renewed at the end of the subscription period unless terminated by you or us in accordance with these Tide Smart Terms or clause 18 of the Tide Membership Terms.

### **4. Important**

Further details on how the billing works and how these Tide Smart Terms can be changed or terminated is governed by clause 5 and clauses 17 and 18 the Tide Membership Terms.

## Appendix 2 –

### Tide Tagesgeldkonto (Tide Instant Saver) Terms and Conditions

This *Appendix 2 – Terms and Conditions for the Tide Tagesgeldkonto* account (the “**Tagesgeldkonto Terms**”) contains additional conditions governing the use of the Tide Tagesgeldkonto (or referred to as ‘Tide Instant Saver’). They are to be read together with the Tide Membership Terms and the *Tide Business Account Agreement – User Terms* with Adyen (the “**Adyen Bank Account Terms**”). Matters not expressly regulated in these Tagesgeldkonto Terms are governed by the provisions of the Tide Membership Terms or the Adyen Bank Account Terms. In case of conflict, the Adyen Bank Account Terms take precedence, followed by these Tagesgeldkonto Terms, then the Tide Membership Terms.

#### 1. Introduction

The Tide Tagesgeldkonto is a savings account product made available to Tide Members through Adyen N.V. (Adyen), our Bank Partner licensed in the Netherlands (the “**Tide Tagesgeldkonto**”). It allows you to hold funds separately from your Tide Business Account and to earn interest on those funds, subject to these Tagesgeldkonto Terms and the Adyen Bank Account Terms.

The Tide Tagesgeldkonto is provided to you by Adyen N.V., a Dutch public limited company (*Naamloze Vennootschap*) incorporated under the laws of the Netherlands, with company number 34259528 and registered office at Simon Carmiggeltstraat 6, 1011 DJ Amsterdam (“**Adyen**”). Adyen is licensed as a credit institution by De Nederlandsche Bank and is authorised to provide cross-border services in the European Economic Area. Funds held in the Tide Tagesgeldkonto are covered by the Dutch Deposit Guarantee Scheme (up to EUR 100,000 per depositor, per institution). You will be required to accept the Adyen Bank Account Terms, which governs the provision of your Tide Business Account and your Tide Tagesgeldkonto. Tide acts only as a technical service provider in respect of these accounts and does not itself provide banking services.

#### 2. Eligibility, Purpose and Nature of the Account

Opening a Tide Tagesgeldkonto is subject to holding a Tide Business Account with Adyen. Opening and operating a Tide Tagesgeldkonto is subject to Adyen’s eligibility and onboarding requirements. The Tide Tagesgeldkonto may be used solely for the account holder’s own business purposes and not on behalf of third parties, including in any fiduciary or trustee capacity. The Tide Tagesgeldkonto cannot be used for private purposes.

The Tide Tagesgeldkonto is a savings account and not a payment account. It is not intended for executing payment transactions with third parties, including direct debits or international transfers. All inflows and outflows must occur through the member’s linked Tide Business Account with Adyen. The Tide Tagesgeldkonto is managed exclusively via the Tide App. No paper statements are provided.

#### 3. Deposits and Withdrawals

You may transfer funds into or out of the Tide Tagesgeldkonto at any time of the day, subject to processing cut-off times applied by Adyen. Transfers can only be made to or from your linked Tide Business Account. The minimum transfer amount is EUR 1. No overdraft is permitted; the balance must not fall below EUR 0. Instructions that would result in an overdraft will be rejected.

#### 4. Interest

Interest accrues daily on the closing balance of TIS as at 23:59 CET on the relevant day as described in Adyen Bank Account Terms. Interest is credited monthly by the second day of the subsequent month



and is rounded to the nearest cent. The applicable interest rate is variable. Adyen may change the applicable rate at its reasonable discretion (billiges Ermessen, § 315 BGB). The current interest rate is published in the Tide App and can be accessed at any time.

## **5. Fees**

No separate fees are charged by Tide for the opening or use of the Tide Tagesgeldkonto. Any applicable fees are set out in our Price and Services List or in the Adyen Bank Account Terms.

## **6. Deposit protection**

Funds held in your Tide Tagesgeldkonto are covered by the Dutch Deposit Guarantee Scheme up to EUR 100,000 per depositor, per institution. Further details, including the statutory information sheet, are provided in the Adyen Bank Account Terms.

## **7. Pledge and Assignment**

The balance held in your Tide Tagesgeldkonto may not be pledged or assigned to third parties.

## **8. Taxes**

Interest income earned on your Tide Tagesgeldkonto may be subject to taxation. You are solely responsible for fulfilling your own tax obligations, including making any required notifications of changes in your tax status.

## **9. Termination**

The Tide Tagesgeldkonto is not subject to a minimum term. You may choose to close your Tide Tagesgeldkonto at any time via the Tide App or by contacting Tide Member Support (a **'Tagesgeldkonto Close Request'**). In order to ensure you receive your interest for the month in which you send a Tagesgeldkonto Close Request, we will close your Tide Tagesgeldkonto by the second day of the month following the Tide Tagesgeldkonto Close Request (or once your interest is credited, if later). Upon closure, the remaining balance will be transferred to your linked Tide Business Account. The Tide Tagesgeldkonto cannot exist without a linked Tide Business Account. If you close your Tide Business Account, you must first close or transfer out your Tide Tagesgeldkonto. Tide or Adyen may terminate The Tide Tagesgeldkonto with two months' prior notice; the right to terminate immediately for good cause remains unaffected.

## **10. Miscellaneous**

All other provisions of the Tide Membership Terms and the Bank Account Terms remain unchanged and continue to apply.