

Schedule – Payment Terminal Services

1 Introduction

This document describes the following standard services Adyen provides to the Merchant with respect to Payment Terminals provided by Adyen to Merchant:

- The sale of the Payment Terminals by Adyen to Merchant and related ordering procedure as set out in [section 2](#) below; and
- The support services provided by Adyen to Merchant in using the Payment Terminals which consist of the following two service components:
 - Terminal Replacement Services to replace defective Payment Terminals (see [section 3](#) below); and
 - Support with respect to the software embedded in the Payment Terminals and the software made available by Adyen to enable Merchant (and its third-party service providers) to connect the Payment Terminals to third-party devices (see [section 5](#) below).

The (first line) support responsibilities of Merchant are set out in [section 5.3](#) below and the general responsibilities of Merchant regarding the handling of Payment Terminals are set out in [section 6](#) below.

2 Payment Terminals

2.1 Available Payment Terminals and pricing

The sale price for Payment Terminals and accessories is as agreed in the Merchant Agreement or (for other models) as set out on the then current price list of Adyen, in each case unless other pricing is expressly separately agreed in writing per order between Adyen and Merchant. The current pricing of Payment Terminals and accessories is available on request.

The sales price for the Payment Terminal includes the following:

- Cables and initial supplies necessary to operate the Payment Terminal as specified in the product sheet of the Payment Terminal;
- The following Payment Terminal preparation in an environment secured in accordance with applicable PCI DSS security standard:
 - Adyen keys injection into the Payment Terminal;
 - Adyen Payment Terminal Software loaded into the Payment Terminal;
 - Basic functionality test of the Payment Terminal; and
 - Secure packaging for shipment, including anti-tamper seal.
- Registration and activation of the Payment Terminal in the Company Account on the Adyen Platform by Adyen or Merchant via the Customer Area;

- Shipment to Merchant's designated central address (standard postal delivery only; courier services / express delivery on Merchant request is separately charged);
- The license to use the Adyen POS Software with the Payment Terminal to connect to the Adyen platform and use the Services for the term of the Merchant Agreement; and
- POS Software support for the Payment Terminal (as specified in [section 4](#) below).

The sales price for the Payment Terminal excludes the following:

- Local in-store implementation and first line support to in-store personnel (own responsibility Merchant as specified in [section 5](#) below);
- Terminal Replacement Service (separately charged as set out in [section 3](#) below);
- Optional accessories (such as chargers, base stations and frames) and additional supplies (such as additional paper rolls for printers and other consumables).

2.2 Payment Terminal ordering process

To order Payment Terminals, Merchant must use the online ordering tool made available to the Merchant. Merchant must provide all configuration and other details as requested.

Adyen strives to process smaller (up to 20) Payment Terminal orders and transfer the goods to the carrier within 1 Business Day of receipt of the order. The status of the order can be tracked in the Customer Area. Delivery lead times communicated by Adyen's carriers are an indication only and not guaranteed. In case of any carrier delay, Adyen and Merchant will cooperate to resolve such delay as soon as possible.

For larger order quantities (>20 Payment Terminals), longer order processing times (up to 12 weeks depending on order size) may apply. In case Merchant expects to order larger quantities and wishes to secure a shorter order processing time for such orders, Merchant should contact Adyen to separately agree an order forecasting process to enable Adyen to meet such requirement.

Orders for Payment Terminals are invoiced to Merchant on a monthly basis, based on the shipping date of the relevant Payment Terminal(s).

3 Terminal Replacement Service

3.1 Scope of Terminal Replacement Service

The Terminal Replacement Service entitles Merchant to the free replacement of defect Payment Terminals only in the following cases:

- As a result of a hardware defect the Payment Terminal cannot be used to submit Transactions to Adyen; or
- The Payment Terminal otherwise materially fails to function in accordance with its documentation.

3.2 Pricing Terminal Replacement Service

Terminal Replacement Service will be procured for all Payment Terminals provided to Merchant, unless otherwise agreed in the Merchant Agreement. For the Terminal Replacement Service, a monthly fee per Payment Terminal applies as agreed in the Merchant Agreement.

3.3 Term and termination of Terminal Replacement Service

Terminal Replacement Service will continue for an indefinite term for Merchant's Payment Terminals, unless (i) terminated by Merchant as set out in section 3.3.1 below, or (ii) terminated by Adyen in accordance with section 3.3.2 below.

3.3.1 Termination by Merchant

Merchant may terminate the Terminal Replacement Service per the end of any calendar month by giving at least one week prior notice to Adyen. If Merchant wants to terminate Terminal Replacement Service for a particular model only, Adyen will endeavour to find a suitable solution with Merchant. No fees paid for Terminal Replacement Service are rebated on termination of the Merchant Agreement or in case of loss or destruction of a Payment Terminal.

After termination of the Terminal Replacement Service, Merchant can no longer use Adyen's repair service and can only procure new Payment Terminals to replace defect Payment Terminals. Once terminated for a certain model, the Merchant cannot reactivate the Terminal Replacement Service.

3.3.2 Termination by Adyen

Adyen may decide to no longer support Terminal Replacement Service for a specific Payment Terminal model by providing Merchant with at least 6 months' prior notice of termination of Terminal Replacement Service for the relevant Payment Terminal model ("**TRS Termination Date**"). Terminal Replacement Service will no longer be available for the relevant Payment Terminal model after the TRS Termination Date. No Terminal Replacement Service fee will be payable by Merchant after the TRS Termination Date.

The TRS Termination Date for a Payment Terminal model will not be earlier than 3 years from the date Merchant purchased such Payment Terminal, unless such earlier date is expressly indicated to Merchant before Merchant places the order for the Payment Terminal.

If the TRS Termination Date for a Payment Terminal model is nonetheless less than 3 years from the purchase date of an individual Payment Terminal (without express indication), Adyen agrees to compensate Merchant (within 1 month from the notice of the earlier EOL Date) by refunding an amount equal to 50% of the total Terminal Replacement Service fees paid for that individual Payment Terminal on the following invoice. After notification of the earlier TRS Termination Date, Merchant may (at its sole discretion) choose to (i) continue Terminal Replacement Service for the relevant model at the price agreed in the Merchant Agreement or (ii) terminate Terminal Replacement Service for the relevant model in accordance with section 3.3.1 above.

3.4 Terminal replacement process

To request a replacement under the Terminal Replacement Service, Merchant must (prior to the expiry of the term of the Terminal Replacement Service) submit a Payment Terminal replacement request form (e.g. in the Customer Area). For replacement of more than 20 Payment Terminals at once, Merchant should first contact Adyen.

Upon receipt of the Payment Terminal replacement request with all required details, Adyen will within one Business Day process and transfer to the carrier a replacement Payment Terminal (same or equivalent model offering at least same level of functionality). The shipment with the replacement will contain return instructions (for return at Adyen's expense) for the defective Payment Terminal. Merchant must return the defective Payment Terminal in accordance with

the return instructions within two weeks after receipt of the replacement Payment Terminal (or by immediately handing over the defective Payment Terminal to the courier if this option is made available by Adyen). If the Payment Terminal is not returned within this period, Merchant will be charged the costs of the replacement Payment Terminal.

3.5 Defects and exclusions

Adyen will examine the defect Payment Terminal to establish the cause of the reported defect.

If the defect is covered by the Payment Terminal Replacement Service (in-scope), no additional fees will be charged to Merchant.

If no defect is found in the Payment Terminal, the Merchant will be charged the costs of investigation (not to exceed 50% of the Payment Terminal's then current standard list price).

If the issue that triggered the defect in the Payment Terminal is caused by an out-of-scope cause listed below, then the Merchant will be charged the out-of-scope repair costs (not to exceed the Payment Terminal's then current standard list price). Out-of-scope causes are:

- Opening, changing, repairing, modifying or adding to the Payment Terminal by parties other than Adyen (or any attempt to do so);
- Use with improper consumables, accessories or devices;
- Undue external influence (e.g. contact with water, temperature outside operating conditions, oxidation, dropping the device etc.);
- Improper use, i.e. use contrary to Adyen's operating instructions for such Payment Terminal;
- Power supply defect (power surge);
- Missing parts or damaged plastics;
- Issues the Merchant could have resolved itself by updating or enabling updates of the Payment Terminal Software in accordance with section 4 below; or
- Rechargeable battery failures.

3.6 Basic hardware warranty

If Merchant has terminated or not procured Terminal Replacement Service, a basic 4-month warranty period will apply for Payment Terminals and accessories purchased by Merchant, starting from the shipment date of the relevant hardware. To claim under this basic hardware warranty, Merchant should complete a warranty claim form and return the defective hardware to Adyen in accordance with Adyen's instructions. Adyen will investigate and repair or replace the Payment Terminal or accessory if the defect is covered by the basic hardware warranty. Warranty claims made after the expiry of the 4-month period and defects caused by the out-of-scope causes listed in [section 3.5](#) above are excluded from this basic hardware warranty.

4 POS Software & Updates

4.1 Types of POS Software

Adyen provides and supports the following two types of software (together “**POS Software**”) for its Payment Terminals:

- Payment Terminal Software: The software loaded in the Payment Terminal itself (enabling it to function and connect to the Adyen platform to submit POS Transactions).
- POS Integration Software: Software that can be used by Merchant to link third party POS devices, e.g. tablets, smartphones or cash registers (“**POS Devices**”) to Payment Terminals.

Adyen will make Patches and Releases available from time to time for the POS Software for all supported Payment Terminals as set out in [section 4.2](#) below. Adyen will furthermore as part of the Services, at no additional charge, support the use of the POS Software by providing implementation support as specified in [section 5.1](#) below.

4.2 Distribution of Updates

4.2.1 Release notes for Updates

Adyen will provide notice and communication on updates via the Customer Area (via the technical contacts registered), highlighting the new features and functionalities. For POS Integration Software Updates the Merchant will be informed on what to do to implement or allow the implementation of the Update.

4.2.2 For Payment Terminal Software

The Payment Terminal Software Updates will be remotely loaded to the Payment Terminals by Adyen from the Adyen platform automatically, unless otherwise agreed. To enable update installations, Merchant should leave the device powered on overnight (or allow sufficient time for installation of any Payment Terminal Software Updates before store opening), or at least periodically connect the Payment Terminal to the internet.

The Payment Terminal Software updates will be pushed in regular fashion to the Merchant’s Terminal Fleet. In case of any update released by Adyen to implement an urgent issue in the POS Software (“**Emergency Patch**”), Adyen reserves the right to update the Payment Terminal Software more often. Examples of reasons for Adyen to issue Emergency Patches include software updates required to urgently attend to potential security concerns, PCI responsibilities, updated Schemes Owner requirements or to address material Service stability issues.

4.2.3 For POS Integration Software

The POS Integration Software Updates will be made available for download via the Customer Area. Implementation of the Update of a POS Integration Software is the responsibility of the Merchant and can be timed as desired by the Merchant, provided that older Releases are no longer supported 6 months after a new Release is made available to the Merchant and that for Emergency Patches shorter time windows may be applied as needed to address the relevant issue fixed with the Emergency Patch.

Not installing Updates may lead to Scheme Rule breaches by Merchant and in exceptional cases force Adyen to suspend submission of Transactions for non-updated POS Software. Not installing Updates and any consequential breaches / suspensions are therefore fully at Merchant's own risk and liability. This would be the case if not installing the POS Software Update would cause the Payment Terminals to violate applicable Scheme Rules or legal requirements, or would cause a material and immediate threat to the security of data or systems. Adyen will work with Merchant to avoid such a suspension of Transactions from occurring.

4.3 Support of Payment Terminals

Adyen commits to use all commercially reasonable efforts to support the POS Software for each Payment Terminal sold by Adyen to Merchant for at least 3 years subsequent to the delivery of the Payment Terminal to the Merchant. If Adyen discontinues support of a certain type of Payment Terminal, it will where reasonably possible announce this at least 6 months in advance to the Merchant.

If Adyen due to special circumstances decides to end POS Software support for a Payment Terminal sold to the Merchant prior to the end of the 3 years period (e.g. because of discontinued support by the hardware vendor, security compromise which cannot be fixed on such Payment Terminal by a POS Software update or new Scheme Owner requirements which cannot be fulfilled with such Payment Terminal), then Adyen will compensate Merchant by crediting a proportional part of the sales price of such Payment Terminal to Merchant on buying a replacement Payment Terminal from Adyen (e.g. if the Payment Terminal is no longer supported 2 years after it was made available to the Merchant, Merchant will receive a credit of 1/3 of the sales price paid against the purchase of a replacement Payment Terminal).

5 POS Support

5.1 Implementation support

Adyen will support Merchant and its third-party suppliers in connecting third-party POS Devices as follows:

- Make POS Integration Software available for integration in supported POS Devices to enable integration;
- Provide user documentation for the POS Integration Software, related test checklists and other general guidance;
- Provide access to test accounts on the Adyen Test Platform; and
- Provide reasonably requested technical guidance via the Adyen helpdesk on subjects not covered by the provided documentation.

Optionally the following additional services can be ordered in support of integration efforts:

- Test terminals and test cards (only for testing purposes, not for processing transactions for actual sales).

5.2 POS First Line Support

Adyen only provides POS First Line Support if specifically agreed in the Merchant Agreement. For this service, a monthly fee per Payment Terminal applies as agreed in the Merchant Agreement.

If Adyen does not provide POS First Line Support, Merchant itself is responsible for all first line support activities to the end users of the Payment Terminals (e.g. store staff) including all onsite activities with respect to the Payment Terminals.

POS First Line Support consists of:

- Terminal support: general technical troubleshooting related to Adyen's platform and Payment Terminal software:
 - Help identify network issues
 - Payment device issues
 - Account configuration
 - Other urgent problems and inquiries, such as theft, fraud or performance issues
- Transaction support: troubleshooting with regards to particular transactions:
 - Payment statuses: refunds and refusal reasons
 - Payment retries
 - MOTO payments: ability to perform payments over the phone in case of network outage.

This service will be available under the conditions below in English. Support in French, German, Dutch and other additional languages may also be made available in the relevant business hours.

The access numbers will be provided to Merchant separately.

5.3 End-user and on-site support (Merchant responsibility)

Merchant is responsible for:

- (i) providing all user support to the end users of the Payment Terminals (the in-store personnel);
- (ii) performing all on-site activities in the stores where the Payment Terminals are to be used; and
- (iii) *only if Adyen's POS First Line support has not been procured by Merchant*, performing initial analysis and troubleshooting of issues arising in the use of a Payment Terminal prior to engaging Adyen to resolve such issue.

If Merchant cannot resolve the issue itself, Adyen's Second Line Support is available to assist Merchant as set out in [section 5.4](#) below.

Merchant's responsibilities include:

- Being available to accept delivery of Payment Terminals at the designated address during regular business hours.
- In the event of damage potentially affecting the functionality or security of a Payment Terminal (e.g. broken casing, screen or keypad), loss, theft or destruction of a Payment Terminal, informing Adyen immediately, and in no event later than 24 hours after discovery of the incident, by sending an email to possupport@adyen.com with serial number of the Payment Terminal (if available) and identifying appropriate contacts at Merchant who will be available for follow-up. In addition, as soon as possible but ultimately 5 Business Days after discovery of the incident, Merchant will

provide Adyen (by email to possupport@adyen.com) with a complete description of the details of the incident and summarize all efforts undertaken/planned to investigate the incident and secure the information and Payment Terminals at issue.

- Installing and configuring Payment Terminals on site in accordance with the applicable installation and configuration instructions provided for the Payment Terminal. If Merchant wishes to connect Payment Terminals to a POS Device, Merchant is also responsible for such installation and connection.
- *Only if Adyen's POS First Line support has not been procured by Merchant:* for Payment Terminal issues which cannot be resolved by Merchant, Merchant should determine whether the issue is a malfunction in the Payment Terminal Hardware or in the POS Software. Depending on the outcome of the analysis (by Merchant or by Adyen's POS First Line Support, as applicable):
 - For hardware issues in the Payment Terminal, follow the repair/replacement procedure described in [section 3](#) above; and
 - For POS Software issues, contact Adyen's Second Line Support helpdesk as set out in [section 5.4](#) below.

For business continuity reasons, Merchant is advised to have a central spare stock per region.

Merchant must ensure that a central point of contact is available for its end users (e.g. in-store personnel) in case of questions/issues. Such central point of contact should be sufficiently trained to deal with such end user questions.

To enable Merchant's central point of contact to perform the above end user support tasks, Adyen will make material and training available to Merchant on a 'train-the-trainer' basis.

If Adyen's POS First Line Support has not been procured by Merchant, these Merchant central points of contact will be Adyen's contact persons for any requests to Adyen support (and accordingly Merchant's in-store personnel should not contact Adyen Second Line Support directly).

5.4 Second Line Support

Second Line Support is available to all Merchants without additional charge. Merchant can contact Adyen's Second Line Support helpdesk in case of an issue occurring in the POS Software which cannot be resolved by Merchant by means of the documentation and tools provided by Adyen to Merchant. For example, Merchant should ensure it has implemented/allowed Updates to the POS Software that are made available by Adyen to Merchant as set out above in [section 4.3](#). The current contact details are listed on the Customer Area. Adyen's Second Line Support helpdesk is available in the English language, other languages may also be available.

5.5 POS support service levels

For POS support, the following service levels apply:

5.5.1 Availability and response time

	Service window	Response Time*
POS First Line Support	24 x 7 x 365 availability	90% within 45 seconds

POS Second Line Support	9:00-18:00 hours CET, PST and SGT on local business days	8 local business hours
Emergency Support** (for priority 1 and 2 issues)	24 x 7 x 365 (outside local business hours via email to dedicated emergency email address)	30 minutes

* **Response time:** The time between:

- (i) the moment the issue is reported by Merchant to Adyen together with all reasonably required information to be able to investigate and address the issue; and
- (ii) the moment Adyen has (in the case of POS First Line Support) responded to a call or (in all other cases) provided its initial feedback on the issue and has started the resolution process of the issue (automated confirmation of e-mail receipt is not considered initial feedback).

** **Emergency Support:** Support for issues in Payment Terminal Software which block the submission of Transactions via a particular model of Payment Terminal generically, so excluding issues affecting one individual Payment Terminal.

5.5.2 Resolution time (for POS Software issues)

POS Software Issue Priority	Resolution time target*
Priority 1: Issue blocking acceptance of payments for all Payment Methods via all (properly updated) Payment Terminals of a particular model	4 hours after ticket is logged with Adyen
Priority 2: Issue blocking use of an individual Payment Method via all (properly updated) Payment Terminals of a particular model (payment via other Payment Methods still possible)	1 Business Day
Priority 3: All other issues in POS Software materially hindering the acceptance of payments.	Reasonable efforts to resolve in next Update

* The resolution target regards Adyen making an Update available for the POS Software (or a recommended change in the setting of the same) that resolves the issue or provides a work-around for the same. This resolution target only applies to issues originating in the POS Software and caused by a previous Update issued by Adyen for such POS Software. Excluded from the resolution target are issues caused or originating in: software embedded by the hardware manufacturer of the Payment Terminal, systems or software of Scheme Owners, third-party POS Devices, user error, not installing Updates or not following installation and usage instructions as provided by Adyen.

6 General responsibilities of Merchant

To access and use the Services of Adyen, Merchant must in operating and using the Payment Terminal:

- Ensure that the Payment Terminal is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner;
- Make no alteration to the Payment Terminal and not remove any component(s) from the Payment Terminal without the prior written consent of Adyen;
- Permit Adyen or its duly authorized representative to inspect the Payment Terminal at all reasonable times, subject to reasonable notice and during reasonable working hours at the relevant location;

- Not, without the prior written consent of Adyen, allow any third party to use the Payment Terminal or submit POS Transactions via the Payment Terminal on behalf of a third party. The Payment Terminal may only be used by Merchant to submit POS Transactions to Adyen in its own name and for the business it registered for when entering into the Merchant Agreement;
- Comply with the relevant usage manuals for the Payment Terminals and the POS Services of Adyen in general as published on the Customer Area, including in particular:
 - The manual of the particular type of Payment Terminal;
 - The Network Requirements Manual for Payment Terminals to ensure IP connectivity for the Payment Terminals to enable their proper functioning; and
 - The Payment Security Manual which provides guidelines to assist Merchant in safe and secure use of the Payment Terminal and POS Services;
- Comply with PCI DSS security requirements imposed by the Card Schemes in handling and using Payment Terminals and on Adyen's request fill out Self-Assessment Questionnaires ('SAQs') prescribed by the Scheme Owners under applicable PCI DSS regulations to confirm such compliance; and
- Follow the Scheme Rules in operating the Payment Terminals to submit POS Transactions.