

Tide Payment Links Terms and Conditions

1 November 2021

These terms and conditions (“Tide Payment Links Terms”) govern your access to and use of Tide Payment Links. Tide Payment Links is a payment method allowing Tide members to accept payments from their customers. Tide Payment Links is provided by Tide Platform Limited (“Tide”) to Tide members who meet our eligibility criteria.

By clicking the acceptance button during your Tide Payment Links activation process, you’re accepting these Tide Payment Links Terms. They form a legal agreement between "you", the Tide Platform Account holder, and Tide, so please make sure you read these Tide Payment Links Terms carefully.

The terms of use governing your access to your Tide Platform Account continue to apply - you can find these on our website (<https://www.tide.co/terms/>).

1. Key Definitions

We have set out below some key defined terms we use throughout these Tide Payment Links:

Adyen

Tide relies on Adyen N.V. (“**Adyen**”) to provide Tide Payment Links. Adyen is a payment processor and facilitates the collection and processing of payments from your customers who use Tide Payment Links to pay for your goods or services.

Adyen is supervised by the Dutch Central Bank as a financial institution and complies with the European Union regulation applicable to the provision of payment services (Directive EU 2015/2366) and any other requirements applicable to the financial services it provides.

Cardholder

Any person who is issued a Visa or MasterCard card and is the authorised card user.

Card Scheme

Card schemes are payment networks linked to payment cards, such as debit or credit cards. Visa and MasterCard are two of the largest global brands, known as card schemes, or card brands.

Fees

We charge fees for enabling you to accept card payments. The transaction fees incorporate costs to us such as interchange, scheme fees and payment processing fees. The fees are automatically deducted from your Payout amount. See section 12 below to find our Fee rates.

Payout

The mechanism of moving funds from your Merchant Account to your Tide Platform Account. See section 4 for further details.

Payout Schedule

The period of time between when your customer pays you using Tide Payment Links and when Tide credits the funds to your Tide Platform Account. We expect to make a Payout within 3 business days of the date your customer makes a payment using Tide Payment Links. However, Tide relies on Adyen to process payments made using Tide Payment Links and the Payout Schedule may be longer depending on Adyen's processing times.

Processing Day

24-hour period used to aggregate the number of transactions that will be incorporated into the settlement amount of your Payout.

Refund

A refund means an instruction initiated by you to return funds to your customer for transactions made using Tide Payment Links.

Reserve

Funds that we may hold in your Merchant Account based on our assessment of your risk profile. Please see section 9 below for further details.

Reserve Retention Period

This is a period of 25 days after these Tide Payment Link Terms terminate, during which we may retain your Reserve to settle any incoming chargeback requests and chargeback fees.

2. What is a Tide Payment Link?

A Tide Payment Link allows you to accept Visa and MasterCard card payments from your customers using a payment link.

It is really easy to create a Tide Payment Link. If you are a Tide invoice user, you can opt to add a Tide Payment Link to each invoice you create. This will save you time chasing and reconciling invoices. You can also create a payment link and send it to your customers via email or any messenger service e.g. Whatsapp or text.

Once your customer receives a Tide Payment Link, they will need to open this and insert their card payment details to make a payment for your goods or services.

3. How do Tide Payment Links work?

To activate Tide Payment Links, you simply need to select the activation option on Tide web or in the Tide app and accept the Tide Payment Links Terms. You can deactivate simply by clicking on the deactivate button in your Tide app or on Tide web. When you deactivate Tide Payment Links, this will disable any Tide Payment Links you have sent to your customers, so that they will not be able to use those Tide Payment Links to make payment to you while Tide Payment Links remain deactivated.

Note that deactivating Tide Payment Links will not result in a termination of the Tide Payment Link Terms, which continue to apply until they are terminated in accordance with section 15.

To provide the Tide Payment Links service for you, we have arranged for Adyen to hold your funds in a “Merchant Account”. The Merchant Account is a payment processing account. Adyen uses the Merchant Account to receive and record the payments made by your customers during a Processing Day before the funds are processed and credited to your Tide Platform Account in accordance with the Payout Schedule and these Tide Payment Links Terms.

The funds Adyen holds for you in the Merchant Account are safeguarded in accordance with the safeguarding requirements of The Dutch Central Bank (De Nederlandsche Bank). By accepting these Tide Payment Links Terms, you are also accepting [Adyen's Terms and Conditions](#).

Please note that Tide may at any time suspend the processing of your transactions using Tide Payment Links and we will inform you if this happens. Please contact us at hello@tide.co or through the in-app chat if you have any questions about your cancelled or suspended transactions.

4. What are Payouts?

Funds will be settled to your Tide Platform Account from your Merchant Account in accordance with your Payout Schedule. The Payout amount will be made up of the total value of all transactions processed in one Processing Day minus any Fees, refunds, chargebacks and chargeback fees which will be deducted before the Payout is credited to your Tide Platform Account.

5. Will you notify me when I am due to receive a Payout?

We will notify you when a Tide Payment Link is used to pay and the payment has been accepted for processing. We will also notify you when a Payout from your Merchant Account has been initiated and expected to reach your Tide Platform Account.

We can provide you with access to more detailed account statements on request. In the statements, we will aggregate fee information by Card Scheme and rates of interchange fees applicable to the transaction.

6. What are Tide’s PCI DSS Obligations

Tide is a “payment facilitator” and registered as such with both Visa and MasterCard and therefore must adhere to the following Payment Card Industry Data Security Standard (PCI-DSS) obligations:

- We will maintain an annual compliance programme to attest against the PCI DSS requirements applicable to its card data payment processes;
- We will ensure card details are protected in line with applicable PCI DSS requirements.

7. What are your obligations when using Tide Payment Links?

7.1 Restricted and Prohibited businesses

You can only use Tide Payment Links to accept customer payments in the course of your business activities for purchased goods or services. By accepting Tide Payment Links Terms you agree not to use Tide Payment Links for transactions relating to [Prohibited and Restricted businesses](#).

7.2 Your obligations to your customers

You are solely responsible for your relationship with your customers. This means that you (and not Tide) are responsible for the nature and quality of the products or services you provide, their delivery, support, refunds, returns, disputes, and chargebacks, and for any other aspect of your relationship with your customers. You undertake to us to meet your responsibilities to your customers under any applicable laws.

We are not responsible in any way for your relationship with your customers or otherwise for the products or services you advertise or sell. In particular, we will not provide your customers with any support regarding your products, services or transactions made using Tide Payment Links.

However, it is very important to us that your customers understand the purpose, amount, and conditions of the payments they make using Tide Payment Links. With that in mind, when using Tide Payment Links you must:

- accurately communicate to your customers the nature of the transaction before your customers submit a payment using Tide Payment Links;
- provide customers a meaningful way to contact you in the event that the product or service is not provided as described;
- not use Tide Payment Links to sell products or services in a manner that is unfair or deceptive, exposes customers to unreasonable risks, or does not disclose material terms of a purchase in advance;
- inform customers that Tide and its affiliates process transactions (including payment transactions) for you;
- not to refund your customers in cash for transactions made using Tide Payment Links;
- follow any applicable legal consumer protection obligations you have when you transact with customers;
- have a reasonable return, refund or cancellation policy, and explain to customers how they can use the processes.

7.3 Your obligations to us

When we settle funds to your Tide Platform Account from your Merchant Account in accordance with your Payout Schedule, you must promptly review the Payout details provided by us. You must object without undue delay, at the latest within twenty-five (25) business days (“business day” means any day from Monday to Friday but not including bank holidays or other public holidays in England) after the date of the respective Payout.

Failure to object in time shall be deemed an approval. We reserve the right to reissue corrected statements or correct any Payouts after the expiration of this deadline. Except as required by law, you shall be solely responsible for keeping records of all payments and other data related to your Tide Platform Account and your use of Tide Payment Links.

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, you must comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Bribery Act 2010, the General Data Protection

Regulation, the Data Protection Act 2018, the Consumer Rights Act 2015, and the Criminal Finances Act 2017. You are obliged to follow instructions that Tide provides to you with respect to your use of Tide Payment Links, whether such instructions are provided via the Tide Platform, email, or otherwise.

8. What are chargebacks?

A chargeback is a process that allows for card transactions to be disputed and reversed. This will typically happen if your customer believes their card transaction made using Tide Payment Links was made in error or was not authorised. A chargeback may also arise when Tide, a Card Scheme or Adyen believe the transaction was not authorised, was unlawful, suspicious, or in violation of these Tide Payment Links Terms.

When Tide receives a chargeback request relating to your account, we will contact you by email and deduct the chargeback amount from your Merchant Account. If you would like to defend the chargeback, please reply to the email within 15 calendar days.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through Tide Payment Links and acknowledge that your failure to assist us in a timely manner, including providing necessary documentation no later than 15 calendar days from our request, may result in an irreversible chargeback.

If a chargeback dispute has not been resolved by either the card issuing bank or the Card Scheme in your favour or if you choose not to contest a chargeback, the original transaction amount will be credited back to the relevant Cardholder.

Tide reserves the right to charge you £10 chargeback processing fee for any chargebacks we process, regardless of whether you later successfully dispute such chargebacks. You authorise us to deduct from your Merchant Account the amounts necessary to process a chargeback, including this chargeback fee.

If we determine that you are incurring an excessive amount of chargebacks, we are entitled to delay Payouts to your Tide Platform Account, keep a Reserve in an amount reasonably determined by us to cover anticipated chargebacks and related fees or terminate or suspend your access to Tide Payment Links and close your Tide Platform Account.

9. What is a Reserve?

For the purpose of securing the performance of your payment obligations under these Tide Payment Links Terms, we shall be entitled to hold a Reserve in your Merchant Account. We will be entitled to withhold some or all of your Payouts to accrue a Reserve. The Reserve will be held in your Merchant Account. You will be informed of any Reserve requirements through the Tide app, notifications or email.

We will determine the appropriate amount of Reserve and the period of time we are entitled to hold it based on our risk assessment of your activities. We may vary the required Reserve and how long we will hold it for at any time and, in particular (but without limitation) if you have breached these Tide Payment Links Terms or we have reason to believe you will breach them in the future, or we think the number of refunds, chargebacks or other disputes you have is high.

We shall be entitled to collect and set off from the Reserve all amounts that you owe us under these Tide Payment Links Terms or the Tide Platform Terms of Use (to be found [here](#)), including any negative balances that may arise on your Tide Platform Account or Merchant Account, without prior notice to you.

If you have any questions about your Reserve, please contact us as hello@tide.co or through the in-app chat.

Once these Tide Payment Link Terms terminate, we may retain your Reserve for a period of 25 days from the date of termination (the “**Reserve Retention Period**”). We will use the Reserve to settle any chargebacks and chargeback fees that become due after the termination date. After the Reserve Retention Period expires, we will transfer the unutilised amounts, if any, to your Tide Platform Account (or, if you no longer have an active Tide Platform Account, to an account you nominate).

10. Can a negative balance arise on your Merchant Account?

Yes. If there is no Reserve on your account (either because we did not request it or it has been depleted) and a negative balance arises on your Merchant Account for any reason (e.g. when we process a chargeback request), you will immediately, but not later than 3 business days, pay us the amount required to correct your negative balance.

You authorise us to debit at any time any amounts owed to us, including any costs and expenses incurred in connection with the collection of these amounts, from your Tide Platform Account (including any subaccounts).

Your failure to fully pay amounts that you owe on demand will be a serious breach of these Tide Payment Links Terms and may result in their termination. You will bear all costs associated with collection of such amounts, including without limitation, attorneys’ fees and expenses, collection agency fees, and any applicable interest.

11. How are refunds processed?

For any transactions your customers make using Tide Payment Links, you shall process returns and provide refunds in accordance with these Tide Payment Links Terms and the Card Scheme rules. In particular, please note:

- If you need to process a refund, you will need to contact us on hello@tide.co or through the Tide app.
- The amount of the refund must include any and all taxes required to be refunded and cannot exceed the amount of the original transaction.
- In case of an exchange, partial return or erroneous transaction or transaction amount you shall always refund the total amount of the original transaction first and then initiate a new transaction for any new goods and/or services sold or amounts actually chargeable.
- We will always first attempt to deduct refunds from your Merchant Account. If you have insufficient funds available in your Merchant Account to process a refund, we will deduct the necessary amount from your Tide Platform Account. You hereby authorise us to deduct the amounts necessary to process a refund on your behalf.

- We shall collect the full original transaction amount from your Merchant Account and/or your Tide Platform Account and credit the original transaction amount back to the Cardholder. We will not refund you the Fees we charged on the original transaction.
- If we determine that you are processing an excessive amount of refunds, we may suspend your access to Tide Payment Links and close your Tide Platform Account.
- If you have insufficient funds available in your Merchant Account and Tide Platform Account to process a refund, then the refund will be in pending status and will not be processed until sufficient funds are available. We may cancel your refund request at any time. Tide will not be liable to your customers for any refunds we fail to process on your behalf due to lack of sufficient funds.
- Ensure you offer and disclose to your customers at the time of purchase a fair return, refund or cancellation policy.
- Do not give cash refunds on transactions processed using Tide Payment Links, unless required by law, and do not accept cash or any other item of value for making a payment refund.

12. What Fees does Tide charge for using Tide Payment Links?

At present, we charge the following Fees for your use of Tide Payment Links:

- 1.95% of the full transaction value for payments made using consumer cards;
- 2.50% of the full transaction value for payments made using commercial cards.

Commercial cards are cards issued to a business (including sole traders) whereas consumer cards are issued to users in their personal capacity. Our Fees incorporate costs to us such as interchange, scheme fees and payment processing fees. The fees are automatically deducted from your Payout amount.

From time to time, we may offer time-limited promotional Fee discounts, so please make sure to read any notices we give you regarding such promotional terms. We may withdraw or change promotional offers at any time.

While we can charge a different Fee for payments made using consumer cards and commercial cards, these Fees are otherwise “blended”. This means you will always pay the same Fee rate (1.95% for consumer card payments or 2.50% for commercial card payments, subject to promotional terms) for every payment transaction processed using Tide Payment Links. This is regardless of whether it is a credit or debit card payment, the card jurisdiction or card brand and even if the applicable interchange fees are different. By accepting these Tide Payment Links terms, you are requesting that we charge a blended fee.

We also reserve the right to charge a £10 chargeback fee for every chargeback we process. This fee is non-refundable even if you successfully dispute a chargeback.

13. How will Tide contact you?

If we need to contact you, we may contact you through the Tide app, email, phone or using your home address. It is therefore important you make sure your contact details are always up to date. You can contact us through the in-app chat or by email to hello@tide.co.

14. Amendments

We'll give you at least two (2) months' notice of any changes to the Tide Payment Links Terms. This will normally be provided through the Tide Platform, although in some cases other methods such as e-mail might be used. The date when the change will take effect will be included in the notice.

In some cases, you won't be notified in advance of a change being made, for example:

- if we reasonably think that the change benefits you - e.g. we lower the Fees;
- if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice; or
- if there are minor changes to Tide Payment Links, your Merchant Account or the way the service operates that do not affect the quality of the service, the functions or your rights under the Tide Payment Links Terms.

Unless you've told us otherwise before the change takes place, we'll assume that you've accepted it.

If you do 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 Payment Links Terms on the date upon which the changes are due to take effect.

15. Termination

You may terminate the Tide Payment Links Terms by contacting our member services at hello@tide.co or through the in-app chat. However, you may not be able to terminate the Tide Payment Links if:

- there is an ongoing investigation in your compliance with these Tide Payment Link Terms (whether or not your access to Tide Payment Links has been suspended by us);
- you have a pending transaction or an open dispute or claim;
- there is a negative balance on your Merchant Account;
- your access to Tide Payment Links is suspended by us.

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

Tide's provision of notice to terminate the Tide Platform Terms of Use relating to your Tide Platform Account shall additionally constitute a notice of termination of these Tide Payment Links Terms and such termination will be effective on the same date as the termination of these Tide Platform Terms of Use.

We may on immediate notice terminate these Tide Payment Links Terms or temporarily suspend your access to Tide Payment Links where we have reason to believe that any of the following happened:

- you have been suspended from your Tide Platform Account for a period of 90 days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these Tide Payment Links Terms, the Adyen Terms and Conditions or our Acceptable Use Policy;
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you have infringed on Tide's or any third party's intellectual property;

- you are behind in payment of any fees and have not remedied this non-payment within five (5) days of Tide providing you with notice of the non-payment; or
- you are subject to a bankruptcy, insolvency, winding up or other similar event.

Instead of us exercising our termination right in respect of any of the events listed above, we may alternatively suspend or restrict your access to Tide Payment Links, pending resolution of our concern.

We may, in addition, terminate or suspend your Tide Platform Account Terms of Use if you breach these Tide Payment Links Terms.

16. Effects of Termination

If your access to Tide Payment Links is suspended for any reason or the Tide Payment Link Terms are terminated (either by you or us) you agree that:

- you will continue to be bound by the Tide Payment Link until any outstanding liabilities and obligations between you and us have been settled;
- the intellectual property licence we granted you under these Tide Payment Links Terms will terminate;
- we may delete all of your information, account data and records, unless we are required to retain such information under applicable law.

Note that chargeback requests may be raised for a considerable time after the original transaction. As such, you agree that, after these Tide Payment Link Terms terminate, we are entitled to recover from you chargebacks and associated fees or costs related to transactions executed during the term of these Tide Payment Link Terms. You also agree we may deduct such amounts from your Tide Platform Account.

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

Privacy

You can find our Privacy Policy [here](#). By accepting these Tide Payment Links Terms, you agree to Tide collecting, using, and disclosing your information in accordance with Tide's Privacy Policy. You consent that all data shared by you with Tide, may be shared with Adyen in connection with the provision of Tide Payment Links to you. If you no longer want us to use your information, we will stop providing Tide Payment Links to you but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

Warranties

Tide Payment Links are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:

- Tide does not warrant that availability or performance of Tide Payment Links will be uninterrupted or error free;
- Tide shall not be responsible for any interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of transactions;

- Tide makes no representation or recommendation as to and accepts no responsibility for any services provided to you by third parties, including Adyen;
- Tide does not guarantee it will correct any errors in Tide Platform, Tide Payment Links, API, materials, documentation, or data;
- Tide does not guarantee access to Tide Payment Links is free of viruses or other harmful code.

Liabilities

To the extent permitted by applicable law, Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) relating to Tide Payment Links or resulting directly or indirectly from your use or your customers' use of Tide Payment Links.

In particular, Tide is not liable for damages or loss resulting directly or indirectly from:

- persons acting under your authorisation in accordance with these Tide Payment Links Terms and the limitations imposed upon them;
- your use of third party services, not associated with Tide;
- your inability to use the services for whatever reason;
- delays or disruptions in the services;
- viruses or other malicious software obtained by accessing the Tide websites or any associated site or service;
- glitches, bugs, errors, or inaccuracies of any kind in the services;
- the content, actions, or inactions of third parties, including Adyen;
- a suspension or other action taken with respect to Tide Payment Links or your Tide Platform Account;
- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Tide Payment Links Terms or Tide's policies;
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
- a deletion of your information, account data and records, under section 16.

Nothing in these Tide Payment Links Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

Tide is not a party to any underlying obligations that may exist between a payer and a payee to a payment transaction executed using Tide Payment Links and accepts no responsibility for the performance of any such underlying obligations or the products and/or services that payment transactions relate to.

To the extent permitted by applicable law, Tide is not liable for a delay or failure to perform our obligations under these Tide Payment Links Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any event which is beyond our reasonable control including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation

of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances.

Indemnities

You are responsible, and promise to pay us immediately if we suffer any loss or incur any cost (including legal fees or debt collection fees) as a result of any acts and omissions of anyone who uses Tide Payment Links or your failure to comply with these Tide Payment Links Terms, Adyen Terms and Conditions, applicable law or regulation or your legal or contractual obligations to your customers.

Intellectual Property Rights

We grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to use Tide Payment Links during the term of these Tide Payment Links Terms solely for your internal business operations. Tide Payment Links 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 Payment Links. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Tide. You may not copy, imitate or use Tide's intellectual property rights without prior written consent.

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

Any feedback, user reviews, comments, and suggestions you may provide for improvements to the Tide Payment Links ("**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.

Notices

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

Complaints

If you would like to log a complaint with us, please email us at complaints@tide.co. 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.

If your complaint relates to Tide Payment Links, and after having received our final response you are still unhappy or not satisfied, and you are: (a) a microenterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2

million; (b) a charity which has an annual income of less than £6.5 million; or (c) a trustee of a trust which has a net asset value of less than £5 million; or (d) a small business which has an annual turnover of less than £6.5 million and employs fewer than 50 persons or has a balance sheet total of less than £5 million, then you may, if your complaint falls within the Financial Ombudsman Service's jurisdiction, be able to take your complaint to the Financial Ombudsman Service (FOS), details of which are available on the following link www.financial-ombudsman.org.uk/faq/complain.html. You can also call the FOS on 0300 123 9123 or write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

English Law

These Tide Payment Links Terms shall be governed by the laws of England and Wales and any claim or dispute under these Tide Payment Links Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Miscellaneous

You may not transfer or assign or sell any rights or obligations you have under these Tide Payment Links Terms. Tide reserves the right to transfer or assign these Tide Payment Links Terms or any right or obligation under these Tide Payment Links Terms at any time.

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

Unless stated otherwise in these Tide Payment Links Terms, if any provision of these Tide Payment Links 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. We contract on an execution only basis. Any information we provide is meant for informational purposes only and should not be interpreted as professional advice about the merits of a proposed transaction or upon any other matter.

Foreign currency exchange rates are subject to fluctuations outside our control.