
PayByLink – Service Level Agreement (SLA)

Version 2026.04 – applicable to all PayByLink B.V. (“PBL”) SaaS services

This Service Level Agreement (“SLA”) applies to the use of the SaaS services provided by PayByLink B.V. (“PBL”). This SLA forms an integral part of the agreement between PBL and the customer, including the NLdigital Terms and Conditions, which remain fully applicable.

By using the SaaS services, the customer agrees to and accepts this SLA.

1. Definitions

Business Hours

Monday to Friday from 08:30 to 17:30 CET, excluding official Dutch public holidays.

Availability

The percentage of time per calendar year during which the production environment of the SaaS services is operational and accessible to customers, excluding:

- scheduled maintenance;
- pre-announced updates; and
- circumstances beyond PBL’s control, including force majeure, internet outages, and disruptions in third-party services upon which PBL relies, such as external suppliers (including Microsoft Azure, Spryng, and SendGrid) and Payment Service Providers.

2. Availability

PBL targets an annual availability of **99.2%** for its SaaS services. Availability is measured over a calendar year.

Availability does not apply during:

- maintenance windows as described in Article 3;
- announced updates;
- circumstances beyond PBL’s reasonable control; and
- limitations of Microsoft, SendGrid and Spryng services as described in Article 4.

3. Maintenance

3.1 Scheduled Maintenance

- Scheduled maintenance is performed between 21:00 and 08:00 CET.
- Customers will be notified at least 48 hours in advance via email or through a notification in the SaaS services.

3.2 Maintenance with Increased Downtime Risk

- Scheduled where possible outside Business Hours.
- Customers will also be notified at least 48 hours in advance via email or through a notification in the SaaS services.

4. Hosting & Infrastructure

Microsoft Azure

- The SaaS services operate on Microsoft Azure infrastructure, designed and managed in accordance with modern security and quality standards.
- Microsoft provides:
 - 24x7 datacenter security and hardware support;
 - protection against fire, physical intrusion, and power outages; and
 - firewalling, data security, and backup technologies.
- PBL's service levels are partially dependent on Microsoft's terms, available at: <http://go.microsoft.com/fwlink/?LinkId=517017>

SendGrid

- For reliable email delivery and email management, PBL uses SendGrid.
- PBL's service levels are partially dependent on Twilio's terms, available at: <https://www.twilio.com/legal/service-level-agreement>

Spryng

- For sending SMS messages, PBL uses the services of Spryng, a Dutch provider of business messaging services.
- PBL's service levels are partially dependent on Spryng's terms, available at: <https://www.spryng.nl/wp-content/uploads/NL-EN-General-Terms-Conditions.pdf>

5. Incident Classification

Incidents reported by customers are classified by PBL as follows:

Category I – Critical

Severe disruption affecting **all** users; the system is largely unusable.

Category II – High

Severe disruption affecting **multiple** users or essential components of the SaaS services.

Category III – Medium

Limited disruption affecting multiple users or specific functionalities.

Category IV – Low

Limited disruption affecting a single user.

6. Response Times (Diagnosis)

Upon receipt of an incident report, PBL will commence diagnosis within the following timeframes:

Incident Category	Diagnosis Commences Within
Category I – Critical	3 hours
Category II – High	6 hours
Category III – Medium	1 business day
Category IV – Low	2 business days

- These diagnosis and response times apply exclusively during Business Hours.
- Within the diagnosis period, PBL will communicate an estimated resolution time.

7. Support

Customers may request support via:

- **E:** support@paybylink.com
- **T:** +31 (0)20 214 8000
- PBL will respond within 12 business hours after receiving the request.
- During Business Hours, a specialist is available to provide support.

8. Third Parties

PBL may engage third parties to perform parts of this SLA.

PBL remains responsible for:

- the proper performance of its obligations; and
- the actions and omissions of engaged third parties as if they were its own.

9. Updates & Changes

During the term of the agreement, PBL may implement updates or changes to the SaaS services, including:

- technical improvements;
- security patches;
- changes to functionality; and
- infrastructure upgrades.

Updates will not result in a material reduction in the performance, security, or availability of the SaaS services.

Changes with a significant impact on users will be announced in advance.

10. Custom Functionality

Customers may request custom functionality.

Such functionality will be agreed upon separately and governed by the relevant contractual arrangements.

11. Processing of Personal Data

PBL processes personal data solely for the purpose of delivering the SaaS services.

PBL complies with applicable data protection legislation, including the GDPR.

The customer warrants that both the customer and its end users comply with applicable privacy laws and regulations.

12. Relationship with Agreements

This SLA supplements:

- the applicable agreement(s) between PBL and the customer; and
- the NLdigital Terms and Conditions.

In the event of a conflict, this SLA prevails over the NLdigital Terms and Conditions or other contractual documents, unless explicitly agreed otherwise.

13. Liability in Case of Reduced Availability

If the availability of the SaaS services falls below **99.2%** per calendar year, after application of the exclusions set out in this SLA, PBL's liability is limited to:

- the license fees (excluding VAT) paid by the customer in the 12 months preceding the incident giving rise to liability.

14. Amendments to this SLA

PBL may amend this SLA from time to time.

The most recent version will always be published on this page: <https://paybylink.com/en/terms/>

In the event of material changes, PBL will notify customers at least 30 days in advance.