

# **iDIN Terms & Conditions**

This translation is furnished for the client's convenience only. The original Dutch text, which will be sent upon request, will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

# 1. What is iDIN and which terms & conditions apply?

iDIN is a banking service which allows you to identify yourself through the bank or have the bank provide certain personal data to companies and organisations.

The iDIN Terms & Conditions apply to this service, as well as the following:

- ► the General Conditions ABN AMRO Bank N.V. (Algemene Voorwaarden ABN AMRO Bank N.V.);
- the conditions concerning client identifiers in the Retail Payment Services Conditions (Voorwaarden Betaaldiensten Particulieren);
- the security rules set out in the Retail Payment Services Information Sheet (Informatieblad Betaaldiensten Particulieren).

#### 2. How does iDIN work?

If a company or organisation allows you to use iDIN this will be stated on the website of the company or organisation. If you indicate that you would like to use the service, you will be routed to the bank's secure environment. You will then be asked whether you would like to identify yourself through the bank and have the bank provide certain personal data. This could be your name, address and/or date of birth, for example. The screen will show you which data would be provided. You can confirm your choice using the client identifier which you also use for Internet Banking or Mobile Banking. These could be your debit card and PIN, and your e.dentifier. If you make use of Mobile Banking you can confirm, using your Mobile PIN.

When you use iDIN, the bank may provide an identification number which remains the same every time you identify yourself to the same company or organisation. This allows the company or organisation to identify you without you having to provide your data again.

#### 3. Are the data correct?

The bank will provide the data as registered in the bank's records. If you notice that certain data are incorrect, you first need to change the data with the bank. You might need to submit a change of address, for example.

### 4. iDIN Privacy Information - how will your data be used?

To provide this service, the bank will use your personal data. The bank will only provide the company or organisation with the personal data which you have allowed to be shared. The data will be provided through a secure channel and recorded in the bank's records. The bank will process your personal data in accordance with the *General Data Protection Regulation* for the purposes described on the bank's website under Privacy and cookies. There you will find more information and an explanation of your rights with regard to the processing of your personal data.

The companies and organisations which receive your data through iDIN must adhere to the *General Data Protection Regulation*. They can use your data at their own discretion subject to the provisions of the Regulation. You need to contact the company or organisation concerned for more information about their use of your personal data. You decide whether you would like to provide the data. The bank cannot be held responsible for the ways in which companies and organisations use them.

#### 5. How does iDIN work if an organisation uses your Burgerservicenummer (BSN) or Dutch personal ID number?

The bank can pass on your BSN to organisations (government bodies or other organisations) which are legally allowed to use your BSN. The bank can only do this after you have given the bank permission to have your name, date of birth and BSN number registered for iDIN by the government. If you subsequently use iDIN and the organisation concerned is allowed to use your BSN, the bank will provide them with an identification number. The organisation can use the identification number to request your BSN from the government registry. The bank always provides the same identification number to organisations which are allowed to use your BSN. So each organisation is provided with the same identification number.

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# 6. What happens in the event that iDIN is misused by others?

If your client identifier (bank card with PIN or 5-digit identification code) were to fall into the hands of an unauthorised person, that person would be able to pose as you. This would not only mean that the unauthorised person could access your bank account, but, for example, they would also be able to use iDIN to access confidential information that an organisation has about you or perform a business transaction with a company in your name. To avoid this risk, you must always use your bank card, PIN and 5-digit identification code carefully. You must only use them in accordance with the bank's conditions and security rules. If you become aware or suspect that someone has used or could be using your client identifier, you must immediately ask the bank to block your client identifier.

#### 7. Is the bank liable for damages?

The bank is not liable for any damages which you incur due to the iDIN service's temporary unavailability, unauthorised use of your client identifier for iDIN or a company's or organisation's use of the data provided through the bank. However, the bank is liable for damages in the event that such damages are the result of gross negligence or willful intent on the part of the bank.

# 8. What should you do if you have questions about specific iDIN transactions?

Any use of iDIN in which you identify yourself to a company or organisation and/or have your personal data provided is considered an iDIN transaction. If you have any questions about individual iDIN transactions, you should contact the company or organisation directly. The bank is not a party in the relationship between you and the company or organisation to which you have identified yourself through iDIN. If you think that the bank has performed the iDIN transaction incorrectly or you know or suspect that an iDIN transaction has been performed by an unauthorised person, you must report this to the bank. Upon request, the bank can provide information about iDIN transactions up to 13 months after the transaction date.

#### 9. Is there a fee for using iDIN?

You use your client identifier for payment services, Internet Banking and/or Mobile Banking. You are charged a set fee for this, but the bank does not charge an additional fee for using iDIN.

## 10. Is the bank entitled to change these terms & conditions?

The bank is entitled to change these terms & conditions at any time, but must notify you two months beforehand. The bank may notify you through Bankmail, for example in Internet Banking or Mobile Banking.

## 11. Is the bank entitled to terminate the iDIN use agreement?

The bank is entitled to terminate the agreement at any time, and will let you know as soon as possible.

#### 12. Can you terminate the iDIN use agreement?

You can terminate the agreement at any time under 'Manage' on Internet Banking.

### 13. Which law is applicable and which court is authorised?

The agreement between you and the bank is governed by Dutch law. If they cannot be resolved in any other way, disputes will be submitted to the competent court in Amsterdam.

ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under number 34334259

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