

# iDIN Terms & Conditions

# Definitions iDIN Terms & Conditions

In these conditions, certain words shall have the meaning accorded to them below.

Term	Definition
ABN AMRO	ABN AMRO N.V.
User	the natural person having access to the online services of his bank (the Issuer) and uses a Means of Access provided to him by that bank to do so.
Issuer	the bank which has a customer relationship with the User and has provided the User with one or more Means of Access allowing the User to access the Issuer's online services.
Customer	the business purchasing services from ABN AMRO on the basis of these conditions.
Means of Access	A means by which the User can identify himself in order to purchase online services.

# iDIN Terms & Conditions

## 1. Service description

- 1.1 ABN AMRO will provide data regarding a User which it has received from Issuer to the Customer, allowing the Customer to authenticate such User online.
- 1.2 If the User has opted to identify himself with iDIN, the Customer may request one or more of the following details pertaining to that user from ABN AMRO:
  - ▶ a fixed identification code (the Bank Identification Number, BIN) of the User, or a single-use code ("Transient\_ID");
  - ▶ name;
  - ▶ gender;
  - ▶ the residential address known to the Issuer;
  - ▶ age indicator (18 years or older) or date of birth;
  - ▶ email address;
  - ▶ telephone number.

This data is provided only after the User has given his consent to the respective Issuer. In the future it may be possible for the User to provide additional data to the Customer in addition to what is listed above.

The fixed identification code (BIN) is unique and is always the same whenever the User uses a Means of Access of the same Issuer with the same Customer.

- 1.3 ABN AMRO provides the data as it has been provided by the respective Issuer on the basis of its records. ABN AMRO will only provide the data if the User has used a Means of Access for the iDIN transaction which the Customer deems sufficiently trustworthy.

## 2. Rates

- 2.1 ABN AMRO will provide the current prevailing rates on request.
- 2.2 ABN AMRO may change the rates at any time and will notify the Customer of any changes to the rates at least one month in advance.
- 2.3 The rates owed by the Customer will be charged per month in arrears and shall be debited from the Customer's business account with ABN AMRO.

## 3. Merchant Implementation Guidelines & House Style Manual

ABN AMRO has made the Merchant Implementation Guidelines and the House Style Manual available to the Customer. These two documents contain additional specifications and conditions. The Customer guarantees that these will be observed.

## 4. Association of the Customer with iDIN

When making any statements regarding the use of iDIN, the Customer will use the legal entity or trade name which corresponds to the name as has been set out in this agreement.

## 5. Use of the data provided

The Customer guarantees that as controller within the meaning of the General Data Protection Regulation it will comply with applicable legislation and regulations regarding the processing of personal data. It will only process the data provided by ABN AMRO in accordance with article 1.2 in accordance with the objective of which the Customer has informed the User in advance.

## 6. Reports of security breaches

- 6.1 The Customer will inform ABN AMRO without delay and in any event within 24 hours after learning of a security incident (of any nature whatsoever) which (also) pertains to, or may pertain to, the data referred to in article 1.2. In doing so, the Customer will provide the following information:
  - ▶ the nature of the security incident;
  - ▶ the (potentially) impacted data;
  - ▶ the observed and likely consequences of the security incident; and
  - ▶ the measures which the Customer has taken and/or will take to limit the negative consequences of the security incident.
  - ▶ The Customer will take all measures necessary to limit the (potential) damage resulting from the security incident
- 6.2 The Customer will provide ABN AMRO, upon first request, with additional information regarding the security incident and offer support in making reports to the parties involved and/or the competent authorities.

## 7. No resale of iDIN

The Customer will use the iDIN services only for itself and will not act as a service provider towards third parties regarding the use of iDIN.

## 8. Other Customer obligations

- 8.1 The Customer will ensure that all data relevant to this agreement, as provided (or yet to be provided) by the Customer at ABN AMRO's request, are

correct and present a truthful impression of the Customer and its business.

- 8.2 The Customer will inform ABN AMRO at least four weeks in advance in writing of any change to its operations which may impact the execution of the agreement. This applies, in any event, to:
- ▶ demerger or cessation of the Customer's business;
  - ▶ any (other) type of transfer of the Customer's business;
  - ▶ change of the trade name as listed in the Trade Register of the Chamber of Commerce where the Customer is registered;
  - ▶ change of the business description as listed in the Trade Register of the Chamber of Commerce where the Customer is registered;
  - ▶ change of the internet addresses (URLs) at which the Customer offers its services or products.
- 8.3 The Customer will at all times observe the instructions in the Merchant Implementation Guidelines and the other instructions which ABN AMRO may issue from time to time, such as the exchange of certificates to secure messages sent across the internet.
- 8.4 The Customer will cooperate fully with requests made by ABN AMRO within the context of iDIN.
- 8.5 The Customer guarantees that it will always check all software and electronic files for viruses, using the most adequate version of the available anti-virus programs and the latest updates of virus definitions.
- 8.6 The Customer guarantees that it will take adequate measures to secure all of its applications and supporting infrastructure against unauthorised access.
- 8.7 The Customer guarantees that it will comply with all relevant legislation and regulations in the performance of his business activities.
- 8.8 The Customer will not perform any transactions using iDIN which are contrary to law, good morals and/or other public order.
- 8.9 For the benefit of the User, the Customer has set up a documented complaints and escalation procedure, as well as an email and/or telephone contact.
- 8.10 The Customer accepts full responsibility for complying with all obligations arising from the agreements whenever it engages third parties to perform certain activities in connection with the same. The Customer will agree to such compliance with the third party engaged and judicially enforce the same at ABN AMRO's first request.

## 9. Relationship to the User

ABN AMRO is not a party to the relationship between the User and the Customer. The Customer indemnifies ABN AMRO for any claims which the User may wish to bring against ABN AMRO.

## 10. Investigating and combating fraud

For the purpose of investigating and combating fraud, ABN AMRO may store the data regarding an iDIN transaction for up to 13 months after such transaction. During that period ABN AMRO will provide the data regarding the transaction to the Customer at the Customer's request. ABN AMRO will only process the data in this context for the purpose of investigating and prevention of fraud and will not process the data for any other purposes.

## 11. Liability and availability

- 11.1 ABN AMRO will not be liable for outages or the (temporary) unavailability of iDIN. Nor will ABN AMRO be liable for any inaccuracies in the data provided or the fraudulent use of iDIN.
- 11.2 The Issuer will never be liable towards the Customer in connection with the use of iDIN.
- 11.3 ABN AMRO may halt or limit the services if it believes there to be compelling reasons to do so, such as a suspicion of fraud, or if ABN AMRO is obligated to do so pursuant to licensing conditions with regard to iDIN.

## 12. Term and termination

- 12.1 The agreement is concluded for an indefinite period of time.
- 12.2 The agreement may be terminated by either party effective on the first business day of each calendar month by giving written notice with due observance of a notice period of one month.
- 12.3 Either party may terminate the agreement with immediate effect if the other party:
- ▶ fails to fulfil any obligation pursuant to the agreement within two weeks after a written notice of default;
  - ▶ the other party applies for bankruptcy, is declared to be in a state of bankruptcy, applies for or is granted a suspension of payments or liquidates the business.
- 12.4 ABN AMRO may terminate the agreement with immediate effect in case of an action or inaction by the Customer, or by any third party for which the Customer has accepted the responsibility, which harms or may harm the reputation of ABN AMRO or iDIN. The latter may apply in case of complaints from Users about the Customer failing to fulfil obligations towards User, or failing to do so in full and in a timely manner, or if the agreements made with regard to iDIN are not complied with and User or Issuers are inconvenienced by such.

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### **13. Applicable terms**

In addition to the provisions of this agreement, the General Conditions ABN AMRO Bank N.V. apply, unless this agreement deviates from these.

### **14. Applicable law and competent courts**

This agreement is governed by Dutch law. Any disputes which cannot be resolved in mutual consultation will be brought before the competent courts in Amsterdam.



ABN AMRO Bank N.V., registered office in Amsterdam.  
Amsterdam CoC Trade Register no. 34334259.

0900 - 0024

(Call charges: for this call you pay your usual call charges set by your telephone provider.)

**abnamro.nl**