

iDEAL Terms and Conditions

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Glossary to the iDEAL Terms and Conditions

Concept	Meaning
Connection documents	The connection documents provided to you by the bank in relation to the agreement. One of those documents is Currence iDEAL B.V.'s Merchant Integration Guide. If the iDEAL QR product is purchased, Currence iDEAL B.V.'s Implementation Guidelines and Corporate Identity Guide will also be among the documents provided.
Payer	A party purchasing a product or service from you.
Agreement	The Online Payment Products Agreement between you and the bank, of which these terms and conditions form part.
Business day	All days except Saturdays, Sundays, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day and Boxing Day.

iDEAL Terms and Conditions

This translation is furnished for the client's convenience. The original Dutch text will be binding and shall prevail in case of any difference between the Dutch text and the English translation.

1. Subject, applicable terms and conditions and regulations

- 1.1. These terms and conditions are part of the iDEAL Agreement (formerly the 'Online Payment Products' Agreement between you and the bank). The terms and conditions apply to the iDEAL Acceptance service described in Article 2 and the bank's connection solution described in Article 3.
- 1.2. In addition to these terms and conditions, the General Conditions of ABN AMRO Bank N.V. apply. These consist of the General Banking Conditions and the Client Relationship Conditions.
- 1.3. Title 7B of Book 7 of the Dutch Civil Code and other laws and regulations implementing Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 do not apply, but only to the extent that it is legally permissible to deviate from this legislation in agreements with non-consumers.

2. iDEAL Acceptance and iDEAL VAS

2.1 Service description

- 2.1.1 iDEAL Acceptance is a bank service enabling the following. Your customer selects their bank using the iDEAL payment button on your website or, if the bank has agreed this option with you, by scanning a QR code provided by you with their smartphone or other compatible mobile device. The customer is then directed to their bank's secure environment, where they can authorise the payment order shown there. You will receive an online notification of acceptance or non-acceptance of the payment order by your customer's bank.
- 2.1.2 iDEAL Value Added Services (iDEAL VAS) are additional services complementing iDEAL Acceptance, such as the submission of your customer's name and address details. To use this service, your customer must have created an iDEAL user profile with Currence B.V.'s iDEAL Hub via their bank. If your customer chooses to link the

iDEAL user profile to the iDEAL transaction, you can receive iDEAL profile details, such as name and address, of your customer for a speedy handling of the payment to you.

- 2.1.3 As a requirement, the bank of the Payer must be a bank that offers the iDEAL payment service to its own clients and your Payer must be able to use their bank's online banking service. At your request, the bank can provide you with details of the parties that offer the iDEAL payment service.
- 2.1.4 The bank guarantees the payment of iDEAL payment orders for which a notification of acceptance has been issued by the bank of the Payer. The bank will credit the amount of the payment to your bank account on the next working day at the latest, unless an iDEAL payment is subject to national or international sanctions. In that case the bank will be obliged to block or cancel the payment.

2.2 Connection

- 2.2.1 In order to use iDEAL acceptance, you must integrate iDEAL into your webshop in accordance with the connection documents ('Implementation Guide') provided to you by the bank. You can either develop a connection solution of your own or use a payment service provider's services as set out in Articles 3.1.1 and 3.1.2.
- 2.2.2 If you develop your own iDEAL connection, you must independently conduct transaction tests in accordance with the conditions and procedures set out in the connection documents.
- 2.2.3 If another party is responsible for the technical aspects of the (direct or indirect) connection to the iDEAL Hub, you must ensure that the relevant iDEAL API Specifications and the iDEAL R&R annex 'iDEAL (QR) logo requirements and instructions' also apply to that other party. You must also ensure that this other party will receive those two documents.

2.3 Notification of acceptance or non-acceptance

The bank will make notifications of acceptance available to you online for up to seven working days after the date of the payment order.

2.4 Information availability

- 2.4.1 The bank will record the details of the notifications of acceptance and non-acceptance and the

corresponding financial settlement in a way that ensures that this information can be made available for a period of one year.

- 2.4.2 You are responsible for downloading the information referred to at 2.4.1 on time.

2.5 Availability and sanctions

- 2.5.1 The bank is not responsible for the availability of the online banking environment of the various banks that offer the iDEAL payment service to your customers.
- 2.5.2 The bank will notify any downtime of its iDEAL platform as soon as possible by means of the iDEAL Notification System (Currence Tools).
- 2.5.3 The bank may stop or limit the execution of iDEAL Acceptance if the bank believes there are urgent reasons to do so, for example in the event of suspected fraud or when the iDEAL licensing terms and conditions require the bank to do so.
- 2.5.4 If an iDEAL payment is subject to national or international sanctions, the bank will be obliged to block or cancel the payment.

2.6 Your obligations

- 2.6.1 You warrant that all details that are relevant to the agreement and have been or will be provided by you at the bank's request are accurate and give a true picture of your operations.
- 2.6.2 You must inform the bank in writing at least four weeks in advance of any change to your operations that affects the performance of the agreement. You must in any event do so in the following situations:
- ▶ demerger or any other form of transfer of undertaking
 - ▶ cessation of operations
 - ▶ changes to the company description in the Chamber of Commerce's Business Register or if you deliver products or services that differ from this company description
 - ▶ change of the internet addresses (URLs) where you offer services or products.
- 2.6.3 You must follow the instructions set out in the connection documents and any other instructions and technical specifications as may be provided by the bank from time to time.
- 2.6.4 You must fully co-operate in any information requests from the bank in relation to iDEAL Acceptance and iDEAL VAS.
- 2.6.5 You guarantee that you will consistently check all software and electronic files for viruses using the most appropriate version of the anti-virus programs available and the latest virus definition updates.

- 2.6.6 You guarantee that you will take adequate measures to prevent unauthorised access to your applications and supporting infrastructure.

- 2.6.7 You guarantee to comply with all relevant laws and regulations in the conduct of your business.

- 2.6.8 You will not execute any transactions that are contrary to the law, public morality and/or public policy.

- 2.6.9 You have a documented complaints and objection procedure in place for your Payers and a point of contact that they can reach by email and telephone.

- 2.6.10 You accept full responsibility for the performance of all obligations under the agreement when outsourcing certain work in relation to the agreement to others. You will ensure that the personal data received by you from your Payer as a result of the services purchased by you based on this agreement will be processed in accordance with applicable privacy legislation. If others use the iDEAL systems and/or processes, you must agree appropriate security measures for the protection of personal data in line with applicable privacy legislation (e.g. by means of a data processing agreement). You must stipulate performance of these obligations in your agreement with the party engaged by you. At the bank's request, you must enforce performance, if necessary in legal proceedings.

- 2.6.11 If you use iDEAL VAS, you may only process iDEAL Profile Data if this is necessary to process the orders placed with or via your company, unless you may process the iDEAL Profile Data on any other legal basis.

- 2.6.12 You must verify the status of the iDEAL payment before providing the product or service. If the iDEAL payment does not have the status 'successful' and you nevertheless provide the product or service, the risk that you will not receive payment will be borne by you. It is also possible that you will not receive a payment when an iDEAL payment is subject to national or international sanctions. In that case the bank will be obliged to block or cancel the payment.

- 2.6.13 You must implement a sound complaints procedure and ensure that you can be reached easily by email as well as any other direct means of communication (e.g. telephone, chat, or other means). You must make the information on the complaints procedure available to your customers in a transparent manner and in an easy to find location.

- 2.6.14 If you use an iDEAL VAS, you must agree with

your Payer that the relevant iDEAL Profile Data will be shared with you if they make an iDEAL payment.

- 2.6.15 It is not permitted to submit iDEAL payments to the iDEAL Hub to check the availability of the iDEAL Hub.

2.7 Offering of payment services to others

- 2.7.1 You must satisfy additional requirements of Currence iDEAL B.V. if you wish to offer payment services to others using the bank's iDEAL Acceptance service. You must have concluded a certificate agreement with Currence iDEAL B.V. for this purpose. If you enable consumer-to-consumer payments, you must have concluded an accreditation agreement with Currence iDEAL B.V.
- 2.7.2 You accept full responsibility for the performance of all obligations under the agreement by others to whom you provide such payment services. You must stipulate performance of these obligations in your agreement with those other parties. At the bank's request, you must enforce performance, if necessary in legal proceedings.

2.8 Liability and force majeure

- 2.8.1 You will never hold the bank and Currence iDEAL B.V. liable for any loss or damage incurred by you or others, except in the event of intent or gross negligence on the part of the bank and/or Currence iDEAL B.V. The bank and/or Currence iDEAL B.V. will not be liable in any way for indirect damage or consequential damage, including loss or damage as a result of lost sales.
- 2.8.2 You indemnify the bank against all claims from others, including your customers, in relation to the non-performance or late or improper performance of your obligations to another party. You will remain responsible towards the bank for any parties engaged by you with whom you have concluded agreements in relation to the use of iDEAL.
- 2.8.3 Neither you nor the bank will be liable for any loss or damage resulting from a breach of contract caused by force majeure. Force majeure includes in any event: measures imposed by a supervisory authority, boycott actions, industrial action at other businesses or by your own staff, and disruptions in power supply, communication connections, hardware or software of the bank or others.
- 2.8.4 In the event of force majeure, the bank will do what can be reasonably expected to limit the adverse consequences for you.

3. Connection solutions

3.1 Description of connection solutions

The bank offers the following iDEAL solutions.

- 3.1.1 **iDEAL Self-Build**
You connect to our API yourself. The bank will provide you with a connection number and connection documents that you will need for iDEAL Acceptance.
- 3.1.2 **iDEAL via Payment Service Provider**
You purchase services from a payment service provider for your online check-out requirements. The bank will provide you with a connection number and connection documents that you will need for iDEAL Acceptance. You are responsible for ensuring that the payment service provider engaged by you uses this connection number correctly.

4. Fees

- 4.1 The bank will publish the applicable fees on its website 'abnamro.nl' and will provide information on these fees upon your request.
- 4.2 The bank may change its fees at any time and will notify any fee changes to you at least one month in advance.
- 4.3 The fees are charged monthly in arrears and debited from your account with the bank.

5. Amendments

- 5.1 The bank may amend or supplement the agreement and connection documents at any time and will notify you accordingly at least one month in advance. The amendments will be binding on you unless you terminate the agreement before the date on which the amendment is to take effect.
- 5.2 You are obliged to promptly make any adjustments requested by the bank if this is necessary as a result of changes to the bank's services and/or obligations pursuant to applicable terms and conditions (including licensing terms and conditions) and/or other rules and regulations.

6. Term and termination

- 6.1 The agreement is entered into for an indefinite period of time.
- 6.2 Both you and the bank may terminate the agreement with effect from the first working day of a calendar month by giving notice to that effect in writing or by

electronic means. Notice of termination must be given at least one month in advance.

- 6.3 Both you and the bank may terminate the agreement with immediate effect by giving notice in writing or by electronic means if the other party fails to perform an obligation under the agreement within two weeks of being given written notice of default or in the event of its liquidation, petition for its winding-up, suspension of payments or liquidation of its business.
- 6.4 The bank may terminate the agreement with immediate effect by giving notice in writing or by electronic means if (1) you violate any laws or regulations applicable to you, (2) you abuse iDEAL Acceptance or iDEAL VAS, or (3) in the event that any action or failure to act by you or by others for whom you are responsible harm or may harm the reputation of the bank or of iDEAL Acceptance or iDEAL VAS. This may for example be the case if your customers have complaints about the fulfilment of your performance obligations to customers or if customers or other banks are inconvenienced by your non-compliance with the rules governing iDEAL Acceptance or iDEAL VAS.

7. Applicable law and disputes

The agreement is governed by Dutch law. Any disputes will be submitted to the competent court in Amsterdam.

ABN AMRO Bank N.V., registered in Amsterdam
Trade Register Chamber of Commerce Amsterdam, no. 34334259

0900 - 0024

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

abnamro.nl