

# **IBAN Acceptgiro C 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.

#### **Article 1. Definitions**

Term	Definition
Acceptgiro	A Currence payment product that enables Debtors to give payment orders to their bank.
Acceptgiro Form	A standard paper form that Debtors can use to give Acceptgiro Orders to their bank.
Acceptgiro Order	A payment order based on an Acceptgiro Form.
BIC	Bank Identifier Code of the bank (ABNANL2A).
Currence	Acceptgiro B.V., which has its registered office in Amsterdam and acts through its branch in Amsterdam.
Debtor	A natural or legal person who uses an Acceptgiro Form to pay you.
Printer	A firm that has a Type D or Dmin certificate agreement with Currence. A list of certified printers is posted on the internet site acceptgiro.nl
IBAN	International Bank Account Number.
Distinguishing Features	The Acceptgiro logo, the copyright statement on the Acceptgiro Form, the house style and layout features and any other reference or designation that may be interpreted as a reference to Acceptgiro.
Agreement	The IBAN Acceptgiro Agreement between the bank and you, of which these conditions form part.
Account	Your account as mentioned in the Agreement.
Service Agency	A firm that has a Type S certificate agreement with Currence. A list of certified service agencies is posted on the internet site acceptgiro.nl
Rules and Regulations	All rules and regulations of the bank and/or Currence governing the use of Acceptgiro. The Rules and Regulations are posted on the internet site acceptgiro.nl

## **Article 2. Use of Acceptgiro and Distinguishing Features**

You are allowed, but not obliged, to make use of Distinguishing Features in your communications. Any use of Distinguishing Features must be in accordance with the Rules and Regulations.

#### Article 3. Requirements made by the bank

You shall comply with the bank's requirements for the use of Acceptgiro. The bank may make additions and alterations to these requirements.

## **Article 4. Debtor's account number (IBAN)**

In the case of non-recurring payments, the Debtor is free to designate the account (IBAN) from which the payment is to be made. For this reason, you must leave the field for the debtor's account number empty in the Acceptgiro Form. The same applies in the case of the initial payment of a series of payments. You are allowed to complete the Debtor's account number (IBAN) for the subsequent payments. However, even in these cases the Debtor remains free to designate the account from which the payment is to be made.

## **Article 5. Acceptgiro Form**

- 5.1 You must ensure that the Acceptgiro Forms you send fulfil the bank's requirements. The requirements are set out in the Agreement, these Conditions and the Rules and Regulations.
- 5.2 You must purchase Acceptgiro Forms from a Printer or Service Agency at your own expense. You are not permitted to buy Acceptgiro Forms anywhere else.
- 5.3 The Rules and Regulations describe the body, stub and machine-readable message space on the Acceptgiro Form. Only the following information needs to be completed (by yourself or another person) Body:
  - your name, address and town/city and your Account
  - amount (if known)
  - ▶ Debtor's name, address and town/city
  - ▶ Debtor's IBAN (if known)
  - payment reference (if mentioned in the machinereadable message space).

#### Stub:

- amount (if known)
- your name, address and town/city and your Account

payment reference (if mentioned in the machinereadable message space).

Machine-readable message space:

- ▶ form 17
- Account
- ► BIC: ABNANL2A
- amount (if known)
- payment reference (optional).

You must adhere to the provisions contained in the Rules and Regulations in this respect.

- 5.4 You are required to report each and every replacement of or alteration to the equipment and/or software used for printing Acceptgiro Forms. You are required to report this to a test institute designated by the bank and approved by Currence. A list of approved test institutes is posted on the internet site acceptgiro.nl The test institute may request a test run. The test institute will decide whether you are allowed to continue printing after the replacement or alteration.
- 5.5 Only information on the payment may be completed (by yourself or another person) on the front and back of the Acceptgiro Form. You must adhere to the Rules and Regulations in this respect.

## **Article 6. Authorisation to complete Acceptgiro Form**

In cases where 5.3 stipulates that only a Service Agency or Printer is permitted to print certain information on the Acceptgiro Form, you are not allowed to do this yourself.

#### **Article 7. Outsourcing of completion of Acceptgiro Form**

Information that you are allowed to complete yourself, as described under 5.3, may also be completed by a Printer or Service Agency. Outsourcing of this task is at your own risk and expense. You are responsible to the bank for ensuring that the engaged Printer or Service Agency fulfils your obligations under the Agreement.

#### **Article 8. Intellectual property rights to Acceptgiro Form**

Currence holds the intellectual property rights to the Acceptgiro Form. The intellectual property rights are reflected in the copyright statement on the Acceptgiro Form and the Acceptgiro logo.

## **Article 9. Combined form**

You are permitted to attach the Acceptgiro Form to the invoice that can be paid with the form. Articles 5 to 8 also apply to an Acceptgiro Form with an invoice attached.

## **Article 10. Charges**

The charges payable for Acceptgiro payments made to you are debited from the Account. The charges can be

found on the internet site abnamro.nl A written copy of the charges will be sent to you on request. The bank is permitted to change the rates and will notify you of any changes at least thirty days in advance.

#### **Article 11. Duration and termination of Agreement**

- 11.1 The Agreement is valid for an indefinite period. You and the bank may terminate the Agreement, subject to thirty days' notice.
- 11.2 The bank may terminate the Agreement with immediate effect if you fail to properly meet the obligations under this Agreement. The bank may also terminate the Agreement if you are declared bankrupt or apply for suspension of payments.
- 11.3 The Agreement ends if no Acceptgiro payment has been credited to the Account during eighteen consecutive months. The bank is not required to notify you of this.
- 11.4 The obligations of parties arising from Acceptgiro Forms processed before the termination of the Agreement continue to apply.

#### **Article 12. Emergency measures**

The bank may take, either at its own initiative or at the request of Currence, emergency measures for the processing and/or distribution of Acceptgiro Forms. The bank may do this, for example, in the case of actual or suspected fraud.

#### **Article 13. Alterations to provisions**

The bank may make alterations and additions to the Agreement, these Conditions and the Rules and Regulations. These alterations and additions take effect thirty days after the bank has notified you. Currence may make alterations and additions to the Rules and Regulations on the internet site acceptgiro.nl

#### **Article 14. General Conditions and statutory provisions**

- 14.1 These IBAN Acceptgiro C Conditions supplement the General Conditions of ABN AMRO Bank N.V. Both sets of conditions apply to your use of Acceptgiro.
- 14.2 Part 7B of Book 7 of the Netherlands Civil Code as well as other laws and regulations implementing Directive 2007/64/EC of the European Parliament and the Council of 13 November 2007 do not apply insofar as derogation from these is permitted in agreements with non-consumers.

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