

3D Secure General Terms and Conditions Business Cards

The 3D Secure General Terms and Conditions govern the Visa Secure and Mastercard Identity Check facility. The General Terms and Conditions governing the Card and the ICS Business App also apply to the use of 3D Secure unless these General Terms and Conditions expressly provide otherwise.

Article 1. Definitions

- 3D Secure:** the Visa Secure and Mastercard Identity Check facility to verify the identity of the Cardholder and the authenticity of the online payment by means of Biometrics, Access Code or 3D Secure Password and SMS Code;
- 3D Secure Password:** the password the Card-holder has chosen to use 3D Secure (when the Cardholder has not installed the ICS Business App);
- Merchant:** the business accepting the Card as a method of online payment that uses the Visa Secure and Mastercard Identity Check facility;
- Business:** the enterprise with which ICS enters into the Agreement with regard to the Card;
- Biometrics:** fingerprint or facial recognition which enables the Cardholder to authorize online payments (when the Cardholder has installed the ICS Business App and has activated Biometrics).
- Card:** the Card issued by ICS to the Business and the Cardholder respectively;
- Cardholder:** the holder of the Card;
- Creditcard Agreement:** the agreement between the Business and the Cardholder on the one hand and ICS on the other hand in relation to the Card;
- Documentation:** the product information, charges and conditions regarding 3D Secure the Cardholder has received from ICS;
- ICS:** International Card Services B.V., Visiting address: Wisselwerking 58, 1112 XS Diemen. Postal address: PO Box 23225, 1100 DS Diemen;
- ICS Business App:** the application software provided by ICS regarding the Card;
- Agreement:** the agreement between the Cardholder and ICS regarding 3D Secure. The Agreement comprises the General Terms and Conditions of the Card, the ICS Business App, these General Terms and Conditions and the Documentation;
- SMS-code:** the code which the Cardholder will receive by text message, enabling the Cardholder to authorize an online payment (when the Cardholder has not installed the ICS Business App);
- Access Code:** the access code of the ICS Business App which enables the Cardholder to authorize online payments.

Article 2. Subject

- 2.1 With 3D Secure the identity of the Cardholder and the authenticity of the online payment at a Merchant are verified by means of Biometrics, Access Code or 3D Secure Password and SMS-code.

Article 3. Term and termination

- 3.1 The Agreement commences on the moment ICS confirms the registration for 3D Secure. The Agreement is entered into for an indefinite period. The Cardholder is not entitled to terminate the Agreement.
- 3.2 The Agreement will end automatically the moment the Creditcard Agreement ends.
- 3.3 ICS is authorised to suspend, limit or end 3D Secure facility with immediate effect if:
- there is a suspicion of improper use of 3D Secure;
 - the telephone or tablet on which the ICS Business App has been downloaded has been lost or stolen;
 - the Card has been lost or stolen;
 - the Cardholder is in breach of the Agreement, or ICS will inform the Cardholder as soon as possible of such termination, suspension and/or limitation.

Article 4. Rights and obligations of ICS

- 4.1 ICS cannot guarantee permanent, uninterrupted availability of 3D Secure, because this is also dependent on external factors, such as the cooperation of Merchants and the performance of computer or telecommunication systems.

Article 5. Rights and obligations of the Cardholder

- 5.1 The Cardholder is only allowed to use 3D Secure in combination with the Card. The Cardholder may not use 3D Secure for any other purposes.
- 5.2 The Cardholder must treat the Access Code, 3D Secure Code, SMS-code and the use of Biometrics with the greatest possible care, and must keep the Access Code, the 3D Secure Password and SMS-code strictly confidential to anyone, including relatives, housemates and the employees of ICS. The Cardholder must make sure that others cannot watch when entering the 3D Secure Password or SMS-code or when using Biometrics. The Cardholder must not write the Access Code, the 3D Secure Password or SMS-code on the Card or on a document that is kept with the Card. If the Cardholder makes a note of the Access Code, the 3D Secure Password or SMS-code, the Cardholder must make sure that others cannot recognise it as such or can identify its purpose.
- 5.3 The Cardholder shall at his own risk and expense provide the internet connection that is required in order to make use of 3D Secure and the ICS Business App.

Article 6. Reporting loss, theft and improper use

- 6.1 The Cardholder must notify ICS by telephone of any loss, theft, abuse, or suspected abuse, of the Access Code the 3D Secure Password, SMS-code or abuse of Biometrics. The Cardholder must do so immediately after he has discovered this or could have discovered this, for example by checking the account statements, secure internet environment or the ICS Business App.
- 6.2 If the Cardholder has complied with the obligations under articles 5. and 6.1, the Business will not bear any risk concerning the use of 3D Secure after the Access Code, the 3D Secure Password or SMS-code have been lost, stolen or abused or Biometrics has been abused. However, if the Cardholder has failed to comply with these obligations, if the Business and/or the Cardholder turn out to have committed fraud, or in the event of a wilful act or gross negligence on the part of the Business and/or the Cardholder, the Business will be fully liable for the use of 3D Secure following any loss, theft or abuse of the Access Code, the 3D Secure Password, SMS-code or abuse of Biometrics.

Article 7. Liability

- 7.1 ICS shall not be liable for:
- damage, both direct and indirect, as a result of the termination, limitation or suspension of 3D Secure as referred to in article 3.3 and,
 - indirect damage, as a result of ICS' failure to comply with its obligations under the Agreement.

Article 8. Amending the Agreement

- 8.1 ICS may change the Agreement. ICS will inform the Cardholder of these changes. If the Cardholder does not agree to the changes, the Cardholder may terminate the Agreement within a month.

Article 9. Intellectual property

- 9.1 All intellectual and industrial property rights in relation to 3D Secure and all related software and/or materials are owned by ICS or the licensors of ICS.

Article 10. Other provisions

- 10.1 If any provision of these General Terms and Conditions is void or declared void, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.
- 10.2 3D Secure is governed by Dutch law. Any disputes with respect to 3D Secure and its use shall be submitted to the exclusive jurisdiction of the Dutch court.

Diemen, October 2022