

# Terms and Conditions iDEAL

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## Glossary

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# Glossary to the Terms and Conditions for iDEAL

Concept	Meaning
Connectivity documentation	The connectivity documentation which is provided to you by the bank in connection with the agreement. Currence iDEAL B.V.'s Merchant Integration Guide is part of this. In case of usage of the product iDEAL QR, the Implementation Guidelines and the Style Guide of Currence iDEAL B.V. apply.
Customer	One purchasing a product or service from you.
Agreement	The agreement for Internet Payment Products between yourself and the bank of which these terms and conditions are a part.
Business day	Any day except Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day.

# Terms and Conditions iDEAL

This translation is furnished for the client's convenience only. 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 Agreement for iDEAL (formerly known as 'Internet Payment Products') between yourself and the bank. The conditions apply to the service iDEAL Acceptance which is described in Article 2, and the connectivity solution provided by the bank which is 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 the Council of 25 November 2015, do not apply. This only applies to the extent that it is legally permissible to deviate from such in agreements with non-consumers.

## 2. Acceptance iDEAL

### 2.1 Service description

- 2.1.1 iDEAL Acceptance is a service provided by the bank which enables the following. Your customer selects his bank through the iDEAL payment button on your website or, if the bank has agreed to this option with you, after scanning an iDEAL QR code provided by yourself with a smartphone or other suitable mobile device. The customer is subsequently forwarded to his bank's secure environment. There, your customer can authorise a payment order to you which has been prepared for him in advance. You will receive an online notification of acceptance or non-acceptance of your customer's payment order from your customer's bank.
- 2.1.2 Your customer's bank must be a bank which offers the iDEAL payment service to its own customers and your customer must be able to make use of his bank's Internet banking. At your request, the

bank can provide you with information on which parties offer the iDEAL payment service.

- 2.1.3 The bank guarantees the payment of iDEAL payment order for which your customer's bank has given a notice of acceptance. The bank will deposit the amount of the payment into your account by no later than the following business day.

### 2.2 Connectivity

- 2.2.1 To use iDEAL Acceptance, you must integrate iDEAL with your online webshop in accordance with the connectivity documentation. You may use any of the connectivity solutions described in Article 3.1.1 and 3.1.2.
- 2.2.2 If you develop your own iDEAL connection, you must conduct your own transaction tests in accordance with the conditions and procedures set out in the implementation documentation.

### 2.3 Notice of acceptance or non-acceptance

The bank will make notices of acceptance or non-acceptance available to you online for seven business days after the date of the payment order.

### 2.4 Recording of data

- 2.4.1 The bank will record the details of the notices of acceptance and non-acceptance and their associated financial processing in such a manner as to allow for this data to be consulted for a period of one year.
- 2.4.2 You must ensure the timely downloading and storage of the data you require.

### 2.5 Availability

- 2.5.1 The bank is not responsible for the availability of the Internet banking environment at the various banks offering the iDEAL payment service to your customers.
- 2.5.2 The bank will communicate any unavailability of its iDEAL platform as soon as possible through the iDEAL Notification System.
- 2.5.3 The bank may suspend or restrict the performance of Acceptance iDEAL if, in the bank's opinion, an urgent reason exists for doing so. This may, for instance, be the case in case of suspicion of fraud or when the bank must do so pursuant to licensing conditions regarding iDEAL.

## 2.6 Your obligations

- 2.6.1 You are responsible for ensuring that all information relevant to the agreement and which you have provided, or will provide, at the bank's request is correct and provide an accurate representation of your business.
- 2.6.2 You must inform the bank at least four weeks in advance in writing of any change to your business which may impact the execution of the agreement. This applies, in any event, to:
- ▶ the split or any other type of transfer of your business
  - ▶ cessation of your business
  - ▶ change to the description of your business in the Trade Registry of the Chamber of Commerce
  - ▶ change of the Internet addresses (URLs) at which you offer your services or products.
- 2.6.3 You must adhere to the instructions in the connectivity documentation and other instructions which the bank may provide from time to time.
- 2.6.4 You must offer your full co-operation in response to requests for information from the bank in connection with iDEAL Acceptance.
- 2.6.5 You guarantee that you 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.
- 2.6.6 You guarantee that you will take adequate measures to secure all of your applications and supporting infrastructure against unauthorised access.
- 2.6.7 You guarantee that you will comply with all relevant legislation and regulations in the performance of your business activities.
- 2.6.8 You will not perform any transactions contrary to law, good morals and/or public order.
- 2.6.9 You have a documented complaints and objection procedure for your customers, as well as a contact through email and/or telephone.
- 2.6.10 You accept full responsibility for complying with all obligations from the agreements whenever you may allow third parties to perform certain activities in connection with the same. You must agree the fulfilment of these obligations in your agreement with the party which you have engaged. At the bank's request, you must enforce such fulfilment, if necessary by means of judicial proceedings.

## 2.7 Offering of payment services to third parties

- 2.7.1 If you wish to offer payment services to third parties using the bank's iDEAL Acceptance service, you must fulfill additional requirements set by Currence iDEAL B.V. For this, you must have entered into a

certificate agreement with Currence iDEAL B.V. If you enable payments between consumers, you must have entered into an credentialing agreement with Currence iDEAL B.V.

- 2.7.2 You accept full responsibility for the compliance with all responsibilities arising from the agreement by third parties to which you provide such payment services. You must agree to the fulfilment of such obligations in your agreement with the third party. At the bank's request, you must enforce such fulfilment, if necessary by means of judicial proceedings.

## 2.8 Liability and force majeure

- 2.8.1 The bank is never liable for damages suffered by yourself or third parties, except in case of intent or gross negligence on the part of the bank. Under no circumstance is the bank liable for indirect and consequential damages, including damages due to loss of revenues.
- 2.8.2 You will indemnify the bank for any claims from third parties, including your customers, in connection with failing to fulfil, or correctly fulfil, or fulfil in a timely manner, of your obligations in respect of the other party. You will also indemnify the bank for any claims from third parties with which you have entered into agreements in connection with the use of iDEAL.
- 2.8.3 Neither you nor the bank is liable for damages as a consequence of a failure in fulfilling the agreement if this is the consequence of force majeure. Force majeure shall, in any event, include: measures imposed by a supervisory authority, boycotts, labour unrest with third parties or among one's own staff and outages in the provision of electricity, communication lines, equipment or software of the bank or third parties.
- 2.8.4 In case of force majeure, the bank will take any actions which may reasonably be required to restrict the negative consequences to yourself.

## 3. Connectivity solutions

### 3.1 Description of connectivity solutions

Your bank offers the following connectivity solutions to make the iDEAL payment method part of your online webshop.

#### 3.1.1 iDEAL Zelfbouw

You create your own software. The bank offers you a connection number which you need for iDEAL Acceptance, as well as technical manuals and documentation.

### 3.1.2 **iDEAL through Payment Service Provider**

You receive services from a Payment Service Provider for your digital checkout. The bank provides you with a connection number which you need for iDEAL Acceptance. You are responsible for the correct use of this connection number by the Payment Service Provider you have engaged.

## 4. **Rates**

- 4.1 The bank lists the prevailing rates on the website [abnamro.nl](http://abnamro.nl) and offers information regarding these at your request.
- 4.2 The bank may change the rates at any time and will give notice of any changes to the rates at least one month in advance.
- 4.3 The rates will be charged to you in arrears on a monthly basis and debited from your account with the bank.

## 5. **Changes**

- 5.1 The bank may amend or supplement the connectivity documentation and the agreement at any time and will inform you of this at least a month in advance. The changes are binding to you unless you cancel the agreement by the date on which the changes would have taken effect.
- 5.2 At the bank's request, you must make adjustments without delay if this is necessary by changes in the services and/or obligations which the bank itself may have pursuant to applicable (license) conditions and/or other 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 by means of a written cancellation notice effective the first business day of a calendar month. Such notice must be given at least one month in advance.
- 6.3 Both you and the bank may terminate the agreement with immediate effect if the other party fails to adhere to an obligation pursuant to the agreement within two weeks after written notice of default or in the case of bankruptcy, petition for bankruptcy, suspension of payment or liquidation of the other party's business.

- 6.4 The bank may terminate the agreement with immediate effect by giving written notice in case the reputation of the bank or that of the iDEAL payment method should suffer (possible) harm through any deed or omission by yourself or by others under your responsibility. This may be the case, among other things, when your customers complain about the fulfilment of your obligations to deliver to customers or when customers or other banks are inconvenienced due to your failure to comply with rules regarding iDEAL Acceptance.

## 7. **Applicable law and disputes**

This agreement is governed by Dutch law. Any disputes will be brought before the competent courts 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**