

## 3D Secure General Terms and Conditions

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

### Article 1. Definitions

- 1.1. **3D Secure:** the Verified by Visa and Mastercard ID Check facility to verify your identity and the authenticity of the online payment by means of Biometrics, Access Code or 3D Secure Password and SMS Code;
- 1.2. **3D Secure Password:** the password you have chosen to use 3D Secure (when you have not installed the App);
- 1.3. **Merchant:** the business accepting the Card as a method of online payment that uses the Verified by Visa and Mastercard ID Check facility;
- 1.4. **App:** the application software provided by us regarding your Card;
- 1.5. **Biometrics:** fingerprint or facial recognition which enables you to authorize online payments (when you have installed the App and have activated Biometrics);
- 1.6. **Card:** the Card we have issued to you which can be either the Main Card or the Extra Card;
- 1.7. **Creditcardagreement:** the agreement between you and us regarding the Card;
- 1.8. **Documentation:** the product information, charges and conditions regarding 3D Secure you have received from us;
- 1.9. **Us (our/we):** International Card Services B.V., Visiting address: Wisselwerking 58, 1112 XS Diemen. Postal address: PO Box 23225, 1100 DS Diemen;
- 1.10. **Agreement:** the agreement between you and us regarding 3D Secure. The Agreement comprises the General Terms and Conditions of the Card, the App, these General Terms and Conditions and the Documentation;
- 1.11. **SMS-code:** the code which you will receive by text message, enabling you to authorize an online payment (when you have not installed the App);
- 1.12. **Access Code:** the access code of the App which enables you to authorize online payments;
- 1.13. **You (you/your):** the holder (m/f) of a Card.

### Article 2. Subject

- 2.1. With 3D Secure your identity 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 we confirm your registration for 3D Secure. The Agreement is entered into for an indefinite period. You are not entitled to terminate the Agreement.
- 3.2. The Agreement will end automatically the moment the Creditcardagreement ends.
- 3.3. We are authorised to suspend, limit or end 3D Secure facility with immediate effect, if:
  - (a) we have a suspicion that improper use is made of 3D Secure;
  - (b) your telephone or tablet has been lost or stolen;
  - (c) your Card has been lost or stolen;
  - (d) you are in breach of the Agreement, or
- 3.4. we will inform you as soon as possible of such termination, suspension and/or limitation.

### Article 4. Our rights and obligations

- 4.1. We 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. Your rights and obligations

- 5.1. You are only allowed to use 3D Secure in combination with your Card. You may not use 3D Secure for any other purposes.
- 5.2. You must not disclose the Access Code, the 3D Secure Password and SMS-code to anyone, including relatives, housemates and our employees. You must make sure that others cannot watch when you enter the 3D Secure Password or SMS-code or when you use Biometrics. You must not write the Access Code, the 3D Secure Password or SMS-code on your Card or on a document you keep with your Card. If you nevertheless make a note of the Access Code, the 3D Secure Password or SMS-code, you must make sure that others cannot recognise it as such or can identify its purpose.
- 5.3. You shall at your own risk and expense provide the internet connection that is required in order to make use of 3D Secure and the App.

### Article 6. Reporting loss, theft and improper use

- 6.1. You must notify us by telephone of any loss, theft, abuse, or suspected abuse, of the Access Code the 3D Secure Password, SMS-code or abuse of Biometrics. You must do so immediately after you have discovered this or could have discovered this, for example by checking your account statements, secure internet environment or the App.
- 6.2. If you have complied with your obligations under articles 5 and 6.1, you 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 you have failed to comply with these obligations, if you turn out to have committed fraud, or in the event of a wilful act or gross negligence on your part, you 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. We shall not be liable for:
  - (a) damage, both direct and indirect, sustained by the Cardholder as a result of the termination, limitation or suspension of 3D Secure as referred to in article 3-3;
  - (b) indirect damage, consequential damage and/or loss of profit sustained by you as a result of an attributable breach of the obligations we are under.

### Article 8. Amending the Agreement

- 8.1. We may change the Agreement. We will inform you of these changes. If you do not agree to the changes, you 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 us or our licensors.

### 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, September 2021