

General Terms and Conditions ICS Business App

Article 1. Definitions

Business: the enterprise with which ICS has entered into the Creditcard Agreement;

Biometrics: fingerprint or facial recognition which enables the Card-holder to log in to the ICS Business App and Approve Tasks;

Card: the creditcard issued by ICS to the Business and the Card-holder respectively;

Card-holder: user of the ICS Business App, also the holder of a 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, prices and conditions with regard to the ICS Business App the Card-holder has received from ICS;

ICS: International Card Services BV. Postal address: PO Box 23225, 1100 DS Diemen. Visiting address: Wisselwerking 58, 1112 XS, Diemen;

ICS Business App: the application software provided by ICS under the name 'ICS Business App';

Approve Tasks: the functionality in the ICS Business App that enables the Card-holder to authorize an online payment;

Agreement: the agreement between the Card-holder and ICS regarding the ICS Business App. The Agreement comprises these General Terms and Conditions and the Documentation;

Access Code: the five digit access code the Card-holder created.

Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement takes effect the moment the Card-holder registers for the ICS Business App by creating an Access Code and indicating his agreement to these General Terms and Conditions.
- 2.2. The ICS Business App can be installed on one phone or tablet only.
- 2.3. The Agreement is entered into for an indefinite period. Both the Card-holder and ICS are entitled to terminate the Agreement with immediate effect.
- 2.4. The Agreement will end automatically the moment the Creditcard Agreement ends.
- 2.5. ICS may suspend and/or terminate the Agreement with immediate effect in the following situations:
 - (a) in the event of the abuse, or presumed abuse, of the ICS Business App;
 - (b) if the Card has been blocked;
 - (c) in the event of the telephone/tablet on which the ICS Business App has been downloaded having been lost, stolen or gone missing.

Article 3. The functionalities of the ICS Business App

- 3.1. In 'List of Transactions' the Card-holder can find all new expenses and amounts received for the Card (including reserved transactions) arranged in the same time periods as the monthly account statements. 'List of Transactions' also states the actual spending limit.
- 3.2. ICS does not guarantee that the information of 'List of Transactions' is always up-to-date. When the Card-holder performs a transaction, it is possible that it is not immediately displayed in the 'List of Transactions'.
- 3.3. The Card-holder may derive no rights from the information provided by ICS by way of the ICS Business App.
- 3.4. ICS makes every effort to secure the ICS Business App against loss of data, irregularities and the unlawful use by third parties. However, ICS cannot guarantee the permanent availability of the ICS Business app, the absence of errors or defects, or the non-occurrence of improper or unlawful use by third parties.
- 3.5. ICS may disable, or temporarily disable, the ICS Business App for management and maintenance purposes, and/or as a result of fraud, or, if necessary, limit its functionalities.

Article 4. Approve Tasks

- 4.1. This functionality enables the Card-holder to authorize an online payment.
- 4.2. The Card-holder can Approve Tasks by way of Biometrics or Access Code.

Article 5. Biometrics

- 5.1. The Card-holder can log into the ICS Business App and Approve Tasks by way of fingerprint or facial recognition. The Card-holder must activate this functionality in 'Settings' by way of the Access Code. If someone else is using fingerprint or facial recognition on the phone/tablet of the Card-holder these must be removed before the Card-holder can activate this functionality.
- 5.2. The Card-holder can also deactivate Biometrics. The Card-holder can then log into the ICS Business App or Approve Tasks by way of the Access Code.
- 5.3. If logging into the ICS Business App or Approve Tasks by way of Biometrics proves impossible after three attempts the Card-holder must reactivate Biometrics by way of the Access Code.

Article 6. Deactivate the ICS Business App

- 6.1. The Card-holder may deactivate the ICS Business App in the ICS Business App or by phoning ICS. If the Card-holder enters an incorrect Access Code three times, the ICS Business App will be deactivated automatically.

Article 7. Obligations of the Card-holder

- 7.1. The Card-holder must report the loss or theft of telephone/tablet on which the ICS Business App has been downloaded to ICS at once.
- 7.2. If consulting the ICS Business App gives the Card-holder reason to believe that abuse is being made of the Card, the Card-holder must report this to ICS at once.
- 7.3. The Card-holder may not distribute the ICS Business App or make it available to a third party without prior written permission of ICS. The Card-holder may not connect the ICS Business App to a network that might enable other devices to make use of the ICS Business App. The Card-holder may not disassemble, decompile or reverse engineer the ICS Business App.
- 7.4. The ICS Business App is personal and may be used only for the Card.
- 7.5. The Card-holder must treat the Access Code and the use of Biometrics with the greatest possible care and must keep the Access Code strictly confidential. If the Card-holder makes a note of the Access Code the Card-holder must make sure that others cannot recognise it as such or can identify its purpose.
- 7.6. ICS may provide instructions regarding the safe use of the ICS Business App, the making of online payments, or about the way in which the Access Code and the use of Biometrics should be protected. The Card-holder is obliged to comply with these instructions.

Article 8. Costs

- 8.1. The ICS Business App is free of charge. Any costs that are charged to the Card-holder by third parties for using the ICS Business App, or for being able to use it (such as the costs of a telephone/tablet, telephone subscription/internet subscription), must be paid by the Card-holder.

Article 9. Liability

- 9.1. If the Card-holder has complied with the obligations arising from article 7, the Business will not be liable for the use that was made of the ICS Business App after the phone/tablet was lost or stolen, or for any events of abuse of the ICS Business App. However, if the Card-holder has failed to comply with these obligations, if the Business and/or Card-holder 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 Card-holder, the Business will be fully liable for the use of the ICS Business App following any loss, theft of the phone/tablet on which the ICS Business App has been downloaded or abuse of the ICS Business App.
- 9.2. ICS shall not be liable for any damage resulting from the absence of information in the ICS Business App or the provision of incorrect information by means of the ICS Business App.
- 9.3. ICS does not guarantee the permanent, uninterrupted use of the ICS Business App. ICS will not be liable if the Card-holder cannot make any use, full use or timely use of the ICS Business App.

Article 10. Intellectual property

- 10.1. All rights of intellectual and industrial property to the ICS Business App and all the related software and/or materials are owned by ICS or by the licensors of ICS.
- 10.2. For the duration of the Agreement the Card-holder will be given a non-exclusive and non-transferable right to use the ICS Business App and all the related software and/or materials, in accordance with these General Terms and Conditions.

Article 11. Amending the Agreement

- 11.1. ICS has the right to amend the Agreement. ICS will notify the Card-holder of this before the amendments take effect. If the Card-holder does not agree to the amendments, the Card-holder may terminate the Agreement.

Article 12. Other provisions

- 12.1. ICS may turn down a request for registration for the ICS Business App.
- 12.2. If any provision of these General Terms and Conditions should become void or be nullified, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.
- 12.3. The Agreement is supplementary to the Creditcard agreement and is valid alongside the Creditcard agreement. The general terms and conditions of the Creditcard agreement equally apply to this Agreement, except if provided otherwise in this Agreement.
- 12.4. The Agreement is governed by Dutch law. Any disputes about the Agreement may be submitted to the Dutch court only.
- 12.5. A copy of these General Terms and Conditions may be obtained from ICS at no charge.

Diemen, October 2022