

## General Terms and Conditions Visa Click to Pay

### Article 1. Definitions

**Merchant:** a business where the Card-holder can pay using Click to Pay;  
**Address details:** the address details of the Card-holder ICS has registered in her records;  
**App:** the application software for the Card provided by ICS;  
**Business:** the enterprise with which ICS has entered into the Creditcard Agreement;  
**Biometrics:** fingerprint or facial recognition which enables the Card-holder to authorize online payments in the App;  
**Card:** the (physical) Visa creditcard ICS has issued to the Card-holder;  
**Card details:** Card-number, expiry date and CVC-code;  
**Card-holder:** holder of a Card who activated a Click to Pay profile;  
**Click to Pay:** the service of Visa with which the Card- en Address details of the Card-holder will be transferred to joining merchants;  
**Creditcard Agreement:** the agreement between the Business and the Card-holder 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 Click to Pay the Card-holder has received from ICS;  
**Email address:** the email address of the Card-holder ICS has registered in her records with which the Card-holder can use Click to Pay;  
**ICS:** International Card Services BV, Postal address: PO Box 23225, 1100 DS Diemen. Visiting address: Wisselwerking 58, 1112 XS, Diemen;  
**Mijn ICS Business:** Internet environment for managing the Card by the Business and/or the Cardholder;  
**Mobile phone number:** the mobile phone number of the Card-holder ICS has registered in her records with which the Card-holder can use Click to Pay;  
**Agreement:** the agreement between the Card-holder and ICS regarding Click to Pay. The Agreement comprises these General Terms and Conditions and the Documentation;  
**Access code:** the access code of the App which enables the Card-holder to authorize online payments;  
**Visa:** Visa Europe Ltd of Visa Inc.

### Article 2 Commencement, term and termination of the Agreement

- 2.1 The Agreement takes effect the moment the Card-holder activates a Click to Pay profile.
- 2.2 The Agreement is entered into for an indefinite period. The Card-holder may always terminate the Agreement by removing the Card from the Click to Pay profile. ICS is entitled to cancel the Agreement, in which case a two-month notice period applies
- 2.3 The Agreement will end automatically the moment the Creditcard Agreement ends.
- 2.4 ICS may suspend and/or terminate the Agreement with immediate effect in the following situations:
  - (a) The Card-holder has terminated the Agreement;
  - (b) If the Card is blocked based on the Creditcard Agreement;
  - (c) Abuse, unauthorised use or fraudulent use is made of Click to Pay; or
  - (d) Click to Pay is no longer offered by Visa.
- 2.5 If the Agreement has been cancelled or Click to Pay has been blocked:
  - (a) the Card-holder may no longer use Click to Pay;
  - (b) the Card may be rejected and/or confiscated by ICS or by a Merchant.

### Article 3. General Obligations of the Card-holder

- 3.1 Click to Pay is personal and may be used only with the Email address, or Mobile phone number and Card of the Card-holder. The Card-holder is responsible for the use of Click to Pay.
- 3.2 The Card-holder must notify ICS at once of any changes relevant to the Agreement. The Card-holder must notify ICS of any changes in his Address details, Email address or Mobile phone number or change them himself in Mijn ICS Business.
- 3.3 ICS may provide instructions regarding the safe use of Click to Pay. ICS provides these instructions in Mijn ICS Business or in the App. The Card-holder is obliged to comply with these instructions. General instructions can be found on [www.icsbusiness.nl/veiligheid](http://www.icsbusiness.nl/veiligheid).

### Article 4. Click to Pay

- 4.1 With Click to Pay the Address details and Card details of the Card-holder will automatically be passed on to a joining Merchant for an online payment if the Card-holder chooses to pay with Click to Pay with the Card and the Email address and/or Mobile phone number that is linked to the Click to Pay profile is recognized.
- 4.2 A payment using Click to Pay must be authorized by allowing the payment transaction to be performed and if requested by approving the task in the App using Biometrics or Access Code.

- 4.3 Authorizing the payment as described in articles 4.1 and 4.2 means that the amount in question will be charged to the Card account. It is not possible to cancel a payments once the Card-holder has authorized the payment.

- 4.4 ICS does not guarantee the permanent, uninterrupted use of Click to Pay, because this is also dependent on external factors, including the functioning of computer or telecommunication systems operated by ICS, Visa, Merchants and/or third parties.

### Article 5. Loss, theft and abuse

- 5.1 The Card-holder must notify ICS by telephone of suspected abuse of the Card or Click to Pay. The Card-holder must do so immediately after he has discovered this or could have discovered this, for example by checking the summary in the App, the account statements or Mijn ICS Business. Immediately afterwards the Card-holder must send ICS a written confirmation and report the event to the police.
- 5.2 If the Card-holder has complied with the obligations under articles 3 and 5, the Business will not bear any risk concerning the abuse of the Card or Click to Pay. However, if the Card-holder has failed to comply with these obligations, if the Card-holder turns out to have committed fraud, or in the event of a wilful act or gross negligence on the part of the Card-holder, the Business will be fully liable for the abuse of the Card or Click to Pay.

### Article 6. Personal data

- 6.1 ICS will use the personal data of the Card-holder in accordance with the Privacy Statement, which can be found at [www.icsbusiness.nl/privacystatement](http://www.icsbusiness.nl/privacystatement). In addition to the Privacy Statement, below is an explanation of how the personal data of the Card-holder is processed for the use of Click to Pay.
- 6.2 ICS and Visa are joint controllers as referred to in the General Data Protection Regulation (GDPR).
- 6.3 The Card details, Address details. Mobile phone number and Email address of the Card-holder are passed on by ICS to Visa so that the Card-holder can use Click to Pay.
- 6.4 Visa is responsible for storing the personal data of the Card-holder related to Click to Pay. Visa shares the personal data of the Card-holder with Merchants in order to make payments. More information about how Visa is using the personal data of the Card-holder with regards to Click to Pay can be found in the applicable privacy statement of Visa.
- 6.5 The use of Click to Pay is voluntary. ICS needs the personal data of the Card-holder for the execution of the Agreement. Without the personal data of the Card-holder the Card-holder can not use Click to Pay. If the Card-holder no longer wants to use Click to Pay, the Card-holder can terminate the Agreement by removing the Card from the Click to Pay profile.

### Article 7. Costs

- 7.1 Click to Pay is free of charge. Any costs the Card-holder is charged by third parties for using Click to Pay 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 8. Liability

- 8.1 ICS will not be liable for any loss and/or damage, on any grounds:
  - (a) in connection with products or services that the Card-holder has paid for with Click to Pay; or
  - (b) if the Card-holder cannot make any use, full use or timely use of Click to Pay.

### Article 9. Intellectual property

- 9.1 All rights of intellectual and industrial property to Click to Pay and all associated software and/or materials are owned by ICS or Visa.

### Article 10. Amending the Agreement

- 10.1 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 11. Other provisions

- 11.1 ICS may turn down a request for activation of Click to Pay.
- 11.2 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.

Diemen, December 2025