International Card Services

Terms and Conditions ICS Business and ICS Corporate Cards

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I Definitions

Article 1 - Definitions

3D Secure Password: A password to be used in combination with an SMS code to authorise online Transactions or other actions without the ICS Business App;

Access Code: Code used to log in to the ICS Business App or to use this app for actions such as approving an online Transaction;

Application Form: Application form with which the Company can apply for a Card from ICS;

Authorised Signatory: The person authorised to represent the Company in concluding, amending or terminating Card agreements and in requesting a change to the Company Limit, the appointment of the Contact Person, and all actions relating to the Card Relationship;

Automatic Renewal Service: A service provided by Visa or Mastercard which, upon replacement of the Card, can automatically transmit the new Card details to affiliated Merchants who are already familiar with the old Card details for payment transactions;

Biometrics: The use of a biometric feature (such as a fingerprint or facial recognition) as a means of verifying identity and authorising actions;

Card: A Physical Card, Digital Business Credit Card or Virtual Card as referred to in these terms and conditions.

Card Account: An administrative account associated with the Card in which ICS records the Transactions and other items relating to the use of the Card. The Card account has no function in payment transactions;

Card Agreement: Card Agreement between the Company and ICS whereby the Company obtains a Card for a Cardholder from ICS;

Card Balance: The amount that the Company owes to ICS or is owed by ICS on a Card account at any given time;

Card Fee: Annual fee payable by the Company to ICS for the Card;

Card Limit: The maximum amount that the Company may owe ICS on a Card Account;

Card Relationship: The entirety of all Card agreements concluded or to be concluded between the Company and ICS, including all associated services, arrangements and relationships;

Card Terms and Conditions: These general terms and conditions;

Cardholder: The user of the Card specified in the Card Agreement;

Company: A party acting in the course of a trade or business which enters into a Card agreement with ICS for a Card to be used by the Cardholder;

Company Account: An administrative account held by the Company that records what the Company owes ICS or is owed by ICS under the Card Relationship. The Company Account has no function in payment transactions;

Company Balance: The balance on the Company account. This reflects the total amount that the Company owes to ICS or is owed by ICS under the Card Relationship at any given time;

Company Limit: The maximum permitted amount that the Company may owe ICS under the Card relationship;

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Contact Person:	The person who, on behalf of the Company, has access to My ICS Business for the management of the Card;
Exchange Rate:	This consists of two components: 1 The exchange rate set by Visa for a Visa Card or by Mastercard for a Mastercard, and 2 a mark-up applied by ICS;
ICS:	International Card Services B.V., with its registered office in Diemen.

Information about ICS

Visiting address: Wisselwerking 58, 1112 XS Diemen;
Postal address: Postbus 23225, 1100 DS Diemen;
Website: www.icscards.nl/business;
Regulators and registrations:

- European Central Bank (Sonnemannstrasse 22, 60314 Frankfurt am Main, Germany);
- De Nederlandsche Bank N.V. (Frederiksplein 61, 1017 XL Amsterdam);
- Autoriteit Financiële Markten (Vijzelgracht 50, 1017 HS Amsterdam);

Registration number in the Amsterdam Chamber of Commerce Trade Register: 33200596;

ICS Business App:	The ICS app for the Cardholder for use of the Card, for example for authorising Transactions or other actions, and associated communication. This app is intended for use on a mobile device;
Mastercard:	Mastercard Europe SA or Mastercard International Inc.;
Merchant:	Party that accepts the Card as a means of payment;
My ICS Business:	Secure personal online portal set up by ICS for the Company to facilitate communication regarding the Card Relationship and the performance of the Card agreement;
NFC:	Near Field Communication technology that enables contactless exchange of information over very short distances between two devices;
PIN:	A four-digit code associated with the Card for authorising Transactions at a payment terminal or cash machine;
Reservation:	Amount by which the spending limit is reduced to cover a Transaction authorised by the Cardholder, the size or execution of which is not yet certain at the time of authorisation;
Security Code:	PIN, Access Code, 3D Secure Password, SMS Code or other security code for use with, amongst other things, the Card, the ICS Business App, My ICS Business;
SMS Code:	A Code sent via SMS which, together with the 3D Secure Password, can be used to authorise an online Transaction or other action;
Spending Limit:	The amount available to the Cardholder for Transactions using the Card;
Transaction:	Payment transaction (payment, transfer or cash withdrawal);
Visa:	Visa Europe Ltd or Visa Inc.

II The relationship and the provision of services

Article 2 - Applicability of the Card Terms and Conditions

The Card Terms and Conditions apply to the entire Card Relationship between the Company and ICS.

Article 3 - Due Care

ICS shall exercise due care in the provision of its services and shall take proper account of the interests of the Company and the Cardholder.

The Company shall act with due care towards ICS and take due account of ICS's interests. The Company shall also cooperate to ensure that ICS can perform its services correctly and fulfil its obligations.

Article 4 - Authorised Signatory and Contact Person

1 The Authorised Signatory may use My ICS Business.

2 The Contact Person is authorised, as the Company's representative, to use My ICS Business and to carry out the actions available there and to receive all communications from ICS. Examples include blocking a Card, changing a Card Limit or terminating a Card agreement.

3 The Company must immediately notify ICS of any changes to the person, powers or contact details of the Authorised Signatory or the Contact Person. Until ICS has been notified of the change, ICS may assume that the situation remains unchanged. ICS will share all service-related communications and messages with the Contact Person. The Contact Person has been appointed for this purpose by the Company and is also obliged to share relevant communications and messages within the Company.

4 ICS may impose further rules and restrictions on representation.

Article 5 - Card Relationship Arrangements; Card Agreements

1 To arrange a Card for a prospective Cardholder, the Company submits an application using an Application Form. The Card Agreement is concluded when ICS accepts the application by means of an acceptance notice.

2 ICS is not obliged to accept applications.

3 The Card Agreement sets out the Cardholder's details and other specific information such as the Card Limit and the type of Card. If the Company arranges one or more Cards using the same Application Form, a separate Card Agreement still applies to each Card.

4 The Company and ICS also enter into general agreements. These general agreements apply to the entire Card Relationship and all Cards to be agreed upon and remain in force until the Card Relationship and all Card Agreements have been fully terminated and settled. Examples:
   (a) The rates applied by ICS (available at www.icscards.nl/fees-and-interest)
   (b) The Company Limit and the Card Fee
   (c) The Card Terms and Conditions, and all other terms and conditions declared applicable.
   (d) All other agreements made between ICS and the Company that are or may be relevant to the Cards.

III Company obligations

Article 6 - Card Fee

The Company must pay an annual Card Fee per Card. In the event of termination of the Card Agreement during a current year, no refund of the Card Fee or any part thereof shall be made.

Article 7 - Legislation, regulations and customer due diligence

ICS is subject to stringent legal and regulatory requirements. ICS may also incorporate the requirements imposed on it into its own policy, possibly incorporating its own objectives therein. Insofar as these requirements and that policy relate to the Company, the Company is obliged to cooperate and ensure that ICS can comply with them. In doing so, the Company shall follow ICS's instructions. In the context of combating money laundering and terrorist financing, this means, for example, that the Company must cooperate in the conduct of customer due diligence.

As part of this customer due diligence, the Company shall cooperate to enable ICS to establish and verify its identity. In doing so, the Company shall follow ICS's instructions upon first request.

The Company shall also:

(a) upon first request by ICS, demonstrate that it has complied with the legal requirements for establishing and verifying the identity of Cardholders; and
(b) retain the required identification and verification data of the relevant Cardholder for up to seven years after the end of each Card agreement in such a way that it is accessible to ICS and to a supervisory authority; and make this data available to ICS upon its first request.

Article 8 - Duty to provide information

1 The Company must immediately notify ICS of:
   (a) Any change in its legal form or business activities;
   (b) A deterioration in its financial situation;
   (c) Any other circumstance that may be relevant to ICS in connection with the performance of the Card Agreement.
2 ICS may ask the Company to provide (further) information regarding its financial situation. ICS may also ask the Company and/or the Cardholder to provide information regarding the use of the Card. The Company and the Cardholder must provide the requested information to ICS within two weeks of the request.

IV The card and the Cardholder

Article 9 - Types of Cards

A Card may take the following forms:

(a) Card: A Card issued in physical form bearing card details such as the card number, expiry date and Security Code.
(b) Digital Business Credit Card: the electronic version of a Card, issued and managed in digital format (e.g. in a digital wallet, app, mobile or web).
(c) Virtual Card: electronic version of a Card issued and managed in digital format, whereby a number of parameters can be set by the Company itself.

Specific terms and conditions apply to both the Digital Business Credit Card and the Virtual Card. In the event of any conflict, those terms and conditions shall take precedence over the Card Terms and Conditions.

Article 10 - Cardholder

1 If the Company is a natural person, the Cardholder and the Company may be the same person. The Cardholder may also be a person employed by the Company.
2 In the event that the Cardholder is a person other than the Company, the following applies:
   (a) The Company authorises the Cardholder to use the Card as the Company's representative and to agree to services associated with the Card, such as the use of the ICS Business App, My ICS Business and the Digital Business Credit Card. An overview of these services can be found at: www.icscards.nl/business/terms-conditions.
   (b) The Company shall ensure that the Cardholder complies with the Card Agreement, the Card Terms and Conditions and the other general agreements as referred to in Article 5(3).
   (c) The Company or the Cardholder shall notify ICS in good time of any changes to the Cardholder's contact details. Until ICS has received the change, ICS may rely on the unchanged details.

(d) ICS may send messages intended for the Cardholder, including the Card, to the Company. The Company shall forward these immediately to the Cardholder.

(e) The Cardholder may use both My ICS Business and the ICS Business App.

Article 11 - Permitted Card Use

The Cardholder may only use the Card personally and must comply with the security requirements set out in the applicable terms and conditions. Use of the Card includes the associated services.

The Company shall verify that the Cardholder complies with the above and with the following conditions:

(a) The Cardholder may only use the Card for business activities on behalf of the Company.

(b) The Cardholder may not exceed the Card Limit of their Card.

(c) The Cardholder may not misuse or make improper use of the Card, nor permit such misuse or improper use. This includes, for example, fraud, money laundering, terrorist financing and making payments prohibited under sanctions regulations.

Article 12 - Card Replacement

The following applies to the Card:

(a) It is valid until the expiry date stated on the Card. Shortly before that date, ICS will issue a new Card. ICS may also replace the Card with a new one at an earlier date. The Card remains the property of ICS.

(b) When the Card is replaced, the Automatic Renewal Service will notify the affiliated Merchants who already have the relevant details. This allows them to continue processing Transactions without the Cardholder having to re-enter the Card details. This does not apply to the Virtual Card.

(c) ICS may charge a fee for replacing the Card in the event of damage, loss, blocking or to prevent misuse. ICS will not do so if the reason for replacement is not attributable to the Company or the Cardholder.

V Transactions

Article 13 - Spending Limit, Card Limit and Company Limit

1 The Cardholder has a Spending Limit for Transactions using the Card, provided that the Cardholder does not exceed the Card Limit and the Company Limit.

2 For the purposes of calculating the Spending Limit, Reservations are treated as completed Transactions. As soon as the Transaction is concluded, the Reservation is debited from the Card account for the correct amount. If the Transaction does not go ahead, the Reservation lapses.

3 To increase the Spending Limit, the Company may deposit additional funds into the Company Account and/or a Card Account in advance. However, the total balance on the Company Accounts and/or Card Account may not exceed €2,500,000. ICS may also adjust this limit. ICS does not pay credit interest on a positive balance.

4 The Company must ensure that the Company Limit and the Card Limit are not exceeded. Any amount by which the Company Limit or a Card Limit is nevertheless exceeded is immediately due and payable and must be settled by the Company to ICS immediately, without ICS having to request this.

Article 14 - Types of Transactions

Transactions are possible worldwide with the Card:

(a) Online payments (such as online shops)

The Card may be used via the internet to make payments to Merchants, for example via an online shop, a wallet or an online payment profile. Payment authorisation may be effected by providing the Card details, authorising the payment instruction and using (i) the ICS Business App with an Access Code or Biometrics or (ii) the 3D Secure Password with an SMS Code if requested. Alternatively, in certain cases, a different procedure authorised by ICS may suffice.

b) Physical payments (such as at shops or restaurants) and cash withdrawals

The Card can be used via payment terminals to make payments to Merchants. Furthermore, the Card can be used to withdraw cash from ATMs. The ability to withdraw cash may be restricted. Fees are charged for cash withdrawals; see also www.icscards.nl/fees-and-interest.

Approval of the payment or cash withdrawal is effected by entering the PIN. In some cases, the Cardholder may authorise the transaction by signing the receipt. Using the NFC chip, contactless payments and cash withdrawals can also be made at payment terminals and ATMs that support this feature (including at toll roads). Authorisation is given by holding the Card, or the device to which the Digital Card is linked, against or near the terminal. Restrictive conditions may apply to this method of authorisation. Consider, for example, a maximum limit. If this limit is exceeded, the PIN must still be entered.

(c) Telephone or similar channel

A Transaction may also be authorised by telephone or another similar channel. In such cases, authorisation may be given by providing the Card details and authorising the payment instruction.

Merchants and/or affiliated banks may impose additional or different requirements for accepting the Card. Examples include identity verification using proof of identity or charging fees for making payments.

Article 15 - Rules for Transactions

1 Once a Transaction has been authorised, it cannot be cancelled. The executed Transaction, together with any amounts arising from the Exchange Rate or other charges, will be debited from the Card Account.

2 ICS does not guarantee that the Card can always be used or that Transactions using the Card can always be carried out. Restrictions may arise from a variety of circumstances. These include, for example, restrictions or malfunctions on the part of the Merchant, restrictions in the functioning of networks, systems or other resources, restrictions due to an applicable daily limit or other limit, or restrictions on cash withdrawals due to insufficient availability of cash.

3 ICS shall not be liable for any loss or damage suffered by the Company or the Cardholder as a result of:
   (a) Restrictions on the execution of Transactions.
   (b) Failure by the Merchant to deliver, in a timely or proper manner, the goods, services or other benefits paid for with the Card.
   (c) Failings on the part of another payment service provider engaged for a Transaction.
   (d) Blocking, invalidity or withdrawal of the Card.

4 Transactions in foreign currency are settled between the Company and ICS in euros. Conversion to euros is based on the Exchange Rate on the day and at the time the Transaction is processed by ICS. The mark-up component in the Exchange Rate is 2.5%. Processing depends on the date and time at which the Transaction is submitted to ICS. ICS does not send a separate notification regarding the currency conversion carried out and the Exchange Rate used for this purpose.

5 ICS may amend, extend or terminate the Card's payment options. ICS is entitled to make the execution of Transactions subject to its own approval.

VI Administration and settlement

Article 16 - Card Accounts and Company Account

ICS maintains a Card Account for each Card and a Company Account for the Card Relationship as a whole:

(a) ICS records the positive and negative entries and the Card Balance of the relevant Card in the Card Account. Positive entries include, for example: payments or additional deposits made by the Company to ICS; negative entries include, for example: Transactions made, the Card Fee, interest or costs.

(b) ICS administers the Company Balance on the Company Account.

Article 17 - Account statements (provision and verification)

Once a month, ICS prepares an account statement for the Card Accounts and/or the Company Account. The account statements for the Card Accounts show the entries per Card. The account statement for the Company Account shows the Company Balance. The following applies:

(a) Provision: ICS provides the account statements to the Company by uploading them to My ICS Business. The Company has access to all account statements; the Cardholder has access to the account statement for their own Card. At the Company's request, ICS may also send the account statements by post, subject to additional charges.

(b) Verification: The Company and/or the Cardholder must check the account statement as soon as possible after it is provided. If the Company or the Cardholder considers any information regarding a Transaction in the statement to be incorrect, the Company or the Cardholder must notify ICS immediately, at the latest within 30 days of the statement being issued. The Company and/or the Cardholder must take all reasonable measures to prevent (further) loss and/or damage. After the period of 30 days following the date of the statement, the contents of the statement shall be deemed to have been approved by the Company and/or the Cardholder, without prejudice to liability for unauthorised transactions as referred to in Article 21. ICS is authorised to correct any (calculation) errors after this period.

(c) Additional information: If the Company and/or the Cardholder requests additional information, ICS may charge a fee for this. ICS will inform the Company and/or the Cardholder of these costs in advance.

Article 18 - Payment of Company or Card Balance

The Company shall pay per Company Account (central billing) or, if agreed, per Card account (individual billing). If the relevant account statement closes with a negative Company Balance or Card Balance, the Company must pay this balance to ICS within the payment term. The following applies:

(a) The payment term is 21 days from the date of the account statement, unless otherwise agreed.

(b) Payment must be made from a business payment account held in the name of the Company.

(c) If the Company has provided a direct debit authorisation for the payment, the date on which the direct debit is executed is stated in the account statement. That date falls within 14 days of the date of the account statement. The Company shall ensure there are sufficient funds in its business payment account to enable the direct debit. If the direct debit nevertheless fails, the Company shall ensure that ICS receives the payment within the payment term.

(d) If the Company has not paid the outstanding Company Balance or all Card Balances in full to ICS within the applicable payment term, the Company shall be in default without further notice of default. If the Business is a partnership (for example, a professional partnership, limited partnership (cv) or general partnership (vof)), the jointly and severally liable partners shall be held liable for payment.

(e) In the case of sole traders or partnerships, ICS is obliged to report a payment arrears of 4 months by the liable entrepreneur, partners or members to the Dutch National Credit Register (BKR).

Article 19 - Debit interest and waiver in the event of timely payment

1 The Company owes ICS debit interest on any negative Company Balance or Card Balance. The following applies:
   (a) The interest rate. The debit interest is calculated on a daily basis in accordance with the statutory interest rate for non-commercial transactions (available only in Dutch) at wetten.overheid.nl by searching for "Besluit vaststelling wettelijke rente" (=Decree on the Determination of Statutory Interest), plus the maximum number of percentage points in accordance with Article 4 of the Credit Remuneration Decree (available only in Dutch) at wetten.overheid.nl by searching for "Besluit Kredietvergoeding" (=Credit Remuneration Decree). ICS is entitled to charge a lower interest rate.
   (b) Method of calculation: The debit interest is calculated as follows:
      (1) Debit interest is calculated per Transaction or other item from the date of the Transaction or the posting date of the other item until the total of the Card Balances (in the case of individual billing) or the Company Balance (in the case of central billing) has been paid in full.
      (2) No debit interest is charged on Transactions or debit items insofar as, at the start of the interest calculation, there is an existing credit balance on the Card Account. Credit entries made thereafter are disregarded.
      (3) If a Transaction or other negative entry is not immediately posted to the Card Account or has been provisionally credited in error, ICS may charge interest on it with retroactive effect.
   (c) Waiver. The debit interest due will be charged retrospectively. In the case of central billing, ICS will waive this interest for the Company, provided that the Company has paid the Company Balance due for the billing period in full to ICS within the payment term. In the case of individual billing, ICS waives the debit interest due if the Company has paid the Card Balance in full to ICS within the payment term. If the Company fails to do so or pays only part of it, the waiver does not apply, not even partially. ICS will then charge the debit interest in full via the next account statement. The Company will only be eligible for waiver of debit interest again once it no longer has a negative Company Balance or a negative Card Balance.
2 In the event of failure to pay the full Company Balance or Card Balances within the payment term, the Company must also pay an amount for administration costs per Company Account (in the case of central billing) or per Card Account (in the case of individual billing), as stated at www.icscards.nl/fees-and-interest.
3 Of the payments received by ICS, interest and costs are paid first, followed by the principal amount.

Article 20 - Disputing Transactions

1 If the Company/Cardholder disagrees with a Transaction on the account statement, it may be eligible for dispute. We also refer to this as a chargeback. A valid dispute must meet the following requirements:
   (a) The dispute must be submitted to ICS in writing.
   (b) The dispute must be submitted as soon as possible after the Company/Cardholder has discovered the error or could have discovered it upon timely and proper inspection of the statement, but in any event within 30 days of the statement date.
   (c) The dispute must contain a clear description of the Transaction, a valid reason for the dispute and, where relevant, documents supporting the dispute.

   The Company is not entitled to dispute a Transaction on the grounds that the Merchant has not fulfilled its obligation in a timely or proper manner. Nor does misuse of the Card constitute a valid reason for dispute; the provisions of Article 21 apply to Card misuse.
2 If the Company has not validly disputed the Transaction within 30 days of the date of the statement, the right to dispute lapses.
3 If ICS receives a dispute within 14 days of the statement date which, in its preliminary assessment, is well-founded, it shall credit the relevant amount immediately. This credit shall not be issued if ICS has reason to believe that the dispute has no reasonable chance of success. The credit is subject to the following condition: if a final assessment shows that the dispute is unfounded, the disputed amount will still be charged to the Card.
4 ICS may ask the Company for further information or documentation prior to the (final) assessment. If the Company fails to provide this within ten days, the right to dispute lapses.

Article 21 - Liability for unauthorised Transactions (statutory right of dispute)

It may happen that a Transaction is carried out without the Cardholder's valid authorisation. In such a case, the debited amount shall be borne by ICS if the Transaction is reported to ICS without delay, but no later than 13 months after the transaction date. ICS is not obliged to reimburse the Company in any of the following cases:
   (a) The Transaction was made possible by fraud on the part of the Company and/or the Cardholder.
   (b) The Transaction was made possible by a breach, whether intentional or due to gross negligence, of a security obligation under Article 28.

Article 22 - Set-off

ICS shall be entitled at any time to set off any claims it has against the Company against any claims of the Company towards ICS.

Article 23 - Becoming due and payable upon termination of the Card Agreement

Upon termination of the Card Agreement, the Card Balance on the Card Account becomes immediately due and payable. Reservations become due and payable as soon as they are converted into a Transaction and will also be charged after the termination of the Card Agreement.

Article 24 - Debt collection measures and collection costs

If ICS takes debt collection measures, all associated extrajudicial collection costs shall be borne by the Company. These costs are set at 15% of the total claim, with a minimum of €45. If the loss suffered by ICS exceeds 15% of the total claim, ICS may also recover the excess.

VII Communication, evidence and security

Article 25 - Communication

Communication takes place via the channels opened by ICS, including My ICS Business and the ICS Business App. ICS may lay down further rules regarding communication and the use of communication channels. The language of communication is Dutch. As an exception to this, ICS may, as a service, cooperate in the use of another language. If ICS provides a translation, this is solely for the customer's convenience. In the event of discrepancies or contradictions, the Dutch text shall prevail and be binding.

Article 26 - My ICS Business and ICS Business App

My ICS Business can be accessed using a password in combination with an SMS Code.

To use the ICS Business App, the Cardholder must install the app on their own mobile device. The ICS Business App can be used via an Access Code or Biometrics. To use Biometrics, the user must register the biometric feature to be used on the mobile device on which they use the ICS Business App. Further conditions apply to Biometrics.

Article 27 - Retention; evidence

1 The Company is responsible for retaining evidence of exchanged messages, documents and information, including applications, Card agreements, statements, account statements and other records. ICS may delete such messages, documents or information, if they have been posted in My ICS Business or the ICS Business App, ICS is not obliged to provide the Company with information previously supplied. ICS therefore advises the Company to make a physical or digital copy immediately and to store it elsewhere. ICS is not obliged to keep that copy available to the Company at a later date. If ICS provides data upon request, ICS may charge a fee for this, of which ICS will inform the Company in advance.

2 ICS's records and the messages, documents and information stored therein shall constitute full proof vis-à-vis the Company and the Cardholder. The Company and the Cardholder may provide evidence to the contrary.

Article 28 - Security

The following security requirements apply:

(a) Card: The Cardholder shall handle the Card with care, use the Card exclusively themselves and keep it out of the reach of unauthorised persons. The Cardholder shall regularly check that they still have the Card in their possession. Loss of the Card must be reported to ICS immediately. When using the Card, the Cardholder must always check that they have received their own Card back.

(b) Security Codes: The Cardholder must handle Security Codes (such as the PIN, Access Code, 3D Secure Password, SMS Code) with due care and keep them secure. This means, at the very least:

(1) The Cardholder may only use the Card and the Security Codes themselves, and must not allow anyone else to use them, nor disclose Security Codes by telephone, email or in any other manner than that prescribed by ICS. This also applies if the Cardholder is contacted by telephone, email or in person by someone claiming to be an employee of ICS or another service provider (such as a computer security company). ICS or other service providers will never ask you for Security Codes in this manner.

(2) The Cardholder must keep the Security Codes secret from everyone else, including family members, housemates, colleagues and ICS staff. They must ensure that others cannot see the code being entered. This also applies to codes entered on your phone, such as your phone's passcode or the login or activation code for the ICS Business App.

(3) If the Cardholder is allowed to choose a Security Code themselves, they must not choose a code that is easy to guess.

(4) The Cardholder must not write down or store the Security Codes. If the Cardholder makes a note as a reminder, they must keep it separate from the Card. Furthermore, the code must not be recognisable, traceable or decipherable from the note. You must also not keep the document through which the PIN Code is sent to you.

These security requirements for the Cardholder apply mutatis mutandis to other persons who may use a Security Codes on behalf of the Company.

(c) Biometrics: If the Cardholder can use the ICS Business App with Biometrics, they must ensure that only their own biometric feature (such as a face or fingerprint) is registered on the device. Note: If another person's biometric feature (e.g. a housemate) is also registered on the device, that person may log in, view data, authorise payments or perform other actions within the ICS Business App.

(d) Security notification: If one or more of the following circumstances arise, the Company and/or the Cardholder must report this immediately to ICS:

(1) The Cardholder has lost the (Digital) Card or no longer has the (Digital) Card in their possession, for example due to loss, theft or robbery.

(2) The Cardholder knows or ought to realise that someone else is or may be aware of a Security Code (such as the PIN, Access Code, 3D Secure Password or an SMS Code).

(3) The Company and/or the Cardholder knows or can ascertain, through timely checking of the Account Statement, that a Transaction has been carried out which was not authorised by the Cardholder.

(4) The Company and/or the Cardholder knows or ought to understand that misuse of the Card is possible for another reason.

(e) Equipment: The Company and the Cardholder must ensure that the equipment they use in connection with ICS's services is equipped with up-to-date legitimate software updates and adequate protection against viruses, malicious software (such as malware, spyware) and other forms of misuse. This includes, for example, equipment used for My ICS Business, the ICS Business App or the execution of online Transactions.

(f) Further rules and restrictions: ICS may impose further requirements regarding the secure use of the Card, Security Codes, Biometrics, My ICS Business, the ICS Business App or the equipment to be used for these purposes. The Company and the Cardholder shall also comply with these rules and restrictions. See also: www.icscards.nl/security.

VIII Insurance and warranties

Article 29 - Insurance

1 Depending on the type of Card, the following insurance policies may be linked to the Card. The insurance terms and conditions, including the applicable (claims) procedures, amounts and cover, can be found at www.icsbusiness.nl/terms-and-conditions and will be sent upon request at no extra cost. Below is a general summary of the key features of these insurance policies. The full description of the coverage is subject to the terms and conditions of the insurance policy.

(a) Purchase Insurance: Temporary insurance, whether full or partial, covering a large proportion of the movable property paid for with the Card against loss, theft and damage. A claim under this insurance can only be made if the Cardholder's permanent place of residence was in the Netherlands at the time of purchase.

(b) SafeGuard Insurance & Support (not applicable to Visa World Card Business Gold): Travel insurance consisting of accident travel insurance, flight delay insurance, baggage delay insurance and worldwide assistance in the event of calamities during travel paid for with the Card.

(c) Continuous Travel Insurance (only applicable to Visa World Card Business Gold): Travel insurance covering travel accidents, supplementary medical expenses, travel assistance, luggage, roadside assistance and legal assistance.

(d) Unauthorised Use Insurance (only applicable Visa Business Cards, Visa Corporate Cards and Mastercard Corporate Cards, and optional for Mastercard Business Cards): Insurance that provides the Company with coverage against misuse of the Card by the Cardholder.

2 If the Card has been blocked for a reason specified in Article 33, no claims may be made under the insurance coverage until the block has been lifted and the Card can be used again.

Article 30 - Delivery and Internet guarantee

The Card includes a Delivery and Internet guarantee

(a) Delivery Guarantee

When a product is purchased using the Card, ICS will refund the purchase price to the Company if each of the following conditions is met:

(1) The Cardholder has paid the purchase price directly to the Merchant who is required to deliver the product.

(2) The Merchant fails to deliver the product within the agreed timeframe.

(3) The Cardholder has first unsuccessfully attempted to obtain delivery from the Merchant.

(4) The request for a refund is received by ICS no later than three months after the agreed delivery date, accompanied by proof of purchase of the product paid for by the Cardholder using the Card.

(5) The Cardholder or the Company is not entitled to compensation for the amount in question under any insurance policy or guarantee fund.

(6) The payment does not concern a payment to or deposit into an investment account (including cryptocurrency).

ICS will refund the amount within 30 days of receiving the request, unless the Merchant proceeds to deliver the product or refund the purchase amount within that period. The delivery guarantee expires in any event one year after the date on which the Cardholder made the payment.

(b) Internet Guarantee

ICS will refund a Transaction made via the internet to the Merchant, provided the Cardholder has not authorised it, if the following two conditions are met:

(1) The Cardholder was in possession of the Card, Digital or Virtual, at the time of payment.

(2) ICS has received a valid dispute regarding the Transaction as referred to in Article 20.

IX Amendments and termination

Article 31 - Amendment of Card Terms

ICS may amend the general Card Terms as follows:

(a) Fees. ICS may amend its fees with immediate effect by notifying the Company. The exchange rate component in the Exchange Rate varies daily and may also be adjusted with immediate effect without notice. The current fees and exchange rates are available on the ICS website: www.icscards.nl/fees-and-interest.

(b) Company Limit and Card Limits. ICS may, at any time and with immediate effect, (i) reduce or set the Company Limit and the Card Limit(s) to zero and (ii) demand payment of all outstanding amounts. ICS will only do this if ICS considers there to be sufficient grounds for doing so. ICS will inform you of the reason for the termination or reduction of the Company Limit and/or one or more Card Limits. ICS will do this in advance, or if that is not possible, as soon as possible after the cancellation or reduction.

(c) Applicable terms and conditions and other agreements. ICS may amend the Card Terms and Conditions, the terms and conditions for My ICS Business, the ICS Business App and 3D Secure, and any other applicable terms and conditions and general agreements, subject to mandatory law. ICS shall inform the Company at least 30 days prior to the effective date of such amendment. If the Company does not agree with the amendment, it may terminate the Card Agreements free of charge and without notice prior to the effective date. If the Company fails to do so, the amendment shall automatically take effect on that date.

Article 32 - Termination of Card Agreements

1 The Card Agreement is valid for an indefinite period, unless otherwise agreed. Termination is possible by giving notice. The following applies:

(a) The Company may terminate all Card Agreements; the Cardholder may only terminate their own Card Agreement. A one-month notice period applies to termination by the Company or the Cardholder.

(b) ICS may terminate all Card Agreements. A two-month notice period applies to termination by ICS.

2 The Card Agreement shall terminate upon the death of the Cardholder concerned. The Company must immediately notify ICS of such death.

Article 33 - Immediate termination of Card Agreements

1 In any of the following cases, ICS may, with immediate effect, block the Cards and/or terminate the relevant Card Agreement:

(a) Failure by the Company to fulfil its obligations towards ICS in a timely and proper manner, for example the obligation to:

(1) Ensure that ICS can comply with the requirements imposed on it and its policies based thereon as referred to in Article 7.

(2) Provide ICS with the information as referred to in Article 8.

(3) Pay the outstanding Company Balance or Card Balances within the payment term, as referred to in Article 18.

(b) The Company's involvement in fraud, money laundering or terrorist financing, any other criminal activity or any activity that may damage confidence in ICS or the financial sector; or a reasonable suspicion of such involvement.

(c) A significant deterioration in the Company's creditworthiness, suspension of payments or bankruptcy.

(d) Any other urgent reason which means that ICS cannot reasonably be expected to allow the Card Agreements to continue.

2 ICS may also, with immediate effect, block an individual Card and/or terminate a Card Agreement if the Cardholder concerned breaches the terms of use set out in Article 11, the security regulations set out in Article 28 or other provisions of the Card, or if ICS has reasonable grounds to suspect such a breach, or if ICS has another compelling reason.

3 If ICS exercises any of its powers under this article, it shall inform the Company of the reasons for doing so as soon as possible, unless laws, regulations, rules or security interests preclude this.

X Miscellaneous

Article 34 - Personal Data

ICS uses personal data in accordance with its Privacy Statement. The Privacy Statement can be found at www.icscards.nl/privacy-statement.

Article 35 - Assignment of Contract

ICS may assign the Card Agreements and any other related agreements with the Company to a third party. This is known as the assignment of contract. ICS shall notify the Company of such assignment at least one month in advance. The Company and the Cardholder hereby give their consent to and cooperate with the assignment of contract.

Article 36 - Dutch Law

The Card Agreement is governed by Dutch law.

Diemen, july 2026