

Terms and Conditions Visa Emergency Card ICS Business and ICS Corporate Cards

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Article 1. Definitions

Agreement:	the Agreement relating to the Emergency Card, which automatically forms part of the Card Agreement between the Company and ICS;
Card:	the (physical) credit card issued by ICS;
Card Agreement:	the Card Agreement between the Company and ICS as defined in the General Terms and Conditions;
Cardholder:	the user of the Card specified in the Card Agreement;
Card limit:	The maximum amount that the Company may owe ICS on a Card Account;
Company:	Party acting in the exercise of a profession or business that enters into a Card Agreement with ICS as defined in the General Terms and Conditions;
Company Limit:	the Company Limit as defined in the General Terms and Conditions;
Emergency Card:	the temporary physical Emergency Card issued by Visa and provided by ICS as a replacement for a credit card that has been lost or stolen abroad or is no longer functioning, to which these Terms and Conditions apply;
General Terms and Conditions:	the ICS Business and ICS Corporate Cards General Terms and Conditions;
ICS:	International Card Services B.V., established in Diemen;

Information about ICS:

Visiting address: Wisselwerking 58, 1112 XS Diemen;

Postal address: P.O. Box 23225, 1100 DS Diemen;

Website: www.icscards.nl/business;

Supervisory authorities and registrations:

- European Central Bank (Sonnemannstrasse 22, 60314 Frankfurt am Main, Germany);
- De Nederlandsche Bank N.V. (Frederiksplein 61, 1017 XL Amsterdam);
- Dutch Authority for the Financial Markets (AFM) (Vijzelgracht 50, 1017 HS Amsterdam);

Registration number in the Amsterdam Chamber of Commerce: 33200596;

Merchant:	Party that accepts the Card as a means of payment;
Offline Payments:	payments made at locations where there is temporarily no connection with ICS. An example is a payment made on board an aircraft;
Terms and Conditions:	these Terms and Conditions Visa Emergency Card ICS Business and ICS Corporate Cards;
Transaction:	payment transaction (payment, transfer or cash withdrawal);
Visa:	Visa Europe Ltd or Visa Inc.

Article 2. Description of the service

- 2.1 An Emergency Card may be provided at the request of a Cardholder if the Cardholder is abroad and the Card is no longer usable or no longer in the Cardholder's possession (e.g lost or stolen). With the Emergency Card, the Cardholder may temporarily use a (physical) credit card abroad.
- 2.2 The Emergency Card is valid for a maximum of 2 months and functions largely in the same way as the Card. Contactless payments and offline payments cannot be made with the Emergency Card.
- 2.3 Upon application for the Emergency Card, a replacement Card will also be sent to the address already known to ICS. The General Terms and Conditions apply to this Card.

Article 3. Commencement, duration and termination of the Agreement

- 3.1 These Terms and Conditions apply to every Emergency Card requested by a Cardholder. A separate Agreement is concluded with each request.
- 3.2 The Agreement automatically terminates after 2 months, calculated from the date on which the Cardholder receives the Emergency Card at the temporary address abroad, or earlier if the Card Agreement terminates. Termination of the Agreement does not affect the Card Agreement or the obligations arising from it for the Company and ICS.
- 3.3 ICS may block the Cardholder's Emergency Card if:
 - (a) the 2 month period has expired;
 - (b) the Card Agreement has been terminated by the Company;
 - (c) there is misuse, unauthorized use or fraudulent use of the Emergency Card;
 - (d) the Cardholder's Card is blocked or may be blocked under the General Terms and Conditions.
- 3.4 ICS may suspend and/or terminate the Agreement with immediate effect in the following situations:
 - (a) in the event of (suspected) misuse;
 - (b) if the Cardholder and/or the Company fails to comply with the obligations under the General Terms and Conditions, in accordance with Article 33 of the General Terms and Conditions.
- 3.5 ICS may also, with immediate effect, block an individual Emergency Card and/or terminate the relevant Card Agreement if the Cardholder concerned violates the conditions of use set out in Article 11, the security requirements set out in Article 28, or other provisions of the Card Agreement, or if ICS reasonably suspects such a violation, or if ICS has another urgent reason to do so.
- 3.6 If ICS exercises any of its powers under this Article, it will inform the Company as soon as possible of the reasons for doing so, unless laws and regulations, regulatory requirements or security interests prevent this.

Article 4. Obligations of the Cardholder and security requirements

- 4.1 The Emergency Card is personal. The Cardholder may only use the Emergency Card personally.
- 4.2 The obligations and security requirements included in the General Terms and Conditions (Article 28) also apply to the Emergency Card.
- 4.3 In addition to the provisions of the General Terms and Conditions, the following applies:
 - (1) The Cardholder must destroy the Emergency Card upon returning home, or no later than 2 months after receipt of the Emergency Card. At the same time as the Emergency Card request is made, the (replacement) Card will be sent to the Cardholder at the card delivery address known to ICS.
 - (2) The Cardholder may not use the Emergency Card and the Card simultaneously. ICS may block the Card if both the Emergency Card and the (replacement) Card are used by the Cardholder.

Article 5. Loss, theft, misuse of the Emergency Card or PIN and death of the Cardholder

- 5.1 Loss, theft or (suspected) misuse of the Emergency Card or PIN must be reported immediately to ICS by the Cardholder and/or the Company as soon as the Cardholder discovers it or reasonably could have discovered it, for example through checking possession of the Emergency Card, reviewing account statements, checking the overview in the ICS Business App or My ICS Business. The report must then be confirmed to us in writing without delay and a police report must be filed.
- 5.2 In accordance with the General Terms and Conditions, the Company must notify ICS of the Cardholder's death.
- 5.3 If the Cardholder and/or the Company has complied with the obligations under these Terms and Conditions, the Company bears no risk for use of the Emergency Card after loss, theft or misuse. If these obligations have not been complied with, if the Cardholder and/or the Company has committed fraud, or in the event of intentional misconduct or gross negligence by the Cardholder and/or the Company, all use of the Emergency Card after loss, theft or misuse shall be entirely at the Company's expense.

Article 6. Payments with the Emergency Card, available spending capacity, Card Limit and Company Limit

- 6.1 The Cardholder may carry out Transactions with the Emergency Card. Articles 13, 14 and 15 of the General Terms and Conditions apply to such Transactions regarding the use of available spending capacity, the Card Limit and the Company Limit.
- 6.2 The Cardholder cannot use the Emergency Card to:
 - (a) make contactless payments;
 - (b) make offline payments.
- 6.3 Merchants and/or affiliated banks may impose additional or different requirements when accepting the Emergency Card. For example, they may request identification from the Cardholder.

Article 7. Liability

ICS shall not be liable for any damage (on any basis whatsoever):

- (a) related to products or services paid for by the Cardholder using the Emergency Card;
- (b) resulting from the blocking, confiscation or invalidation of the Emergency Card;
- (c) resulting from a refusal by ICS to execute a payment instruction.

Article 8. Amendments to the Agreement and Terms and Conditions

ICS may amend the Agreement and these Terms and Conditions in accordance with Article 31 of the General Terms and Conditions.

Article 9. Personal data

ICS processes personal data in accordance with its Privacy Statement. The Privacy Statement can be found at

<https://www.icscards.nl/business/info/privacy-statement>.

Article 10. Dutch law

10.1 The Agreement and these Terms and Conditions are governed by Dutch law.

10.2 Any disputes shall be submitted to the competent court in Amsterdam.

Article 11. Miscellaneous provisions

The Agreement supplements the Card Agreement and does not affect the validity of the Card Agreement. The General Terms and Conditions apply to this Agreement, except where the Agreement expressly deviates from them, in which case the provisions of the Agreement shall prevail.