

General Terms and Conditions ICS Business App

Article 1. Definitions

- 1.1. **Confirm Payment:** the functionality in the ICS Business App that enables you to authorize an online payment;
- 1.2. **Business Card:** the credit card we have issued to you;
- 1.3. **Creditcard Agreement:** the agreement between you and us with regard to the Business Card;
- 1.4. **Documentation:** the (product) information, prices and conditions with regard to the ICS Business App you have received from us;
- 1.5. **ICS Business App:** the application software provided by us under the name 'ICS Business App';
- 1.6. **Us (our/we):** International Card Services BV. Postal address: PO Box 23225, 1100 DS Diemen. Visiting address: Wisselwerking 32, Diemen;
- 1.7. **Agreement:** the agreement between you and us regarding the ICS Business App. The Agreement comprises these General Terms and Conditions and the Documentation;
- 1.8. **Access Code:** the five digit access code you created;
- 1.9. **You (you/your):** user of the ICS Business App, also the holder of a Business Card.

Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement takes effect the moment you register for the ICS Business App by creating an Access Code and indicating your agreement to these General Terms and Conditions.
- 2.2. The Agreement is entered into for an indefinite period. Both you and we are entitled to terminate the Agreement with immediate effect.
- 2.3. The Agreement will end automatically the moment the Credit card agreement ends.
- 2.4. We 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 your Business Card has been blocked;
 - (c) in the event of the telephone/tablet on which the ICS Business App has been down-loaded having been lost, stolen or gone missing.

Article 3. The functionalities of the ICS Business App

- 3.1. The ICS Business App has among others the following functionalities: 'List of transactions', 'Confirm payment', 'Deblock Business Card', 'Re-apply pincode' and 'Settings'. We may extend these functionalities as well as limit them.
- 3.2. In List of Transactions you can find all new expenses and amounts received for the Business Card (including reserved transactions) arranged in the same time periods as the monthly account statements. List of transactions also states the actual spending limit.
- 3.3. We do not guarantee that the information of the above-mentioned functionalities is always up-to-date. When you perform a transaction, it is possible that it is not immediately displayed in the 'List of transactions'.
- 3.4. You may derive no rights from the information provided by us by way of the ICS Business App.
- 3.5. We make every effort to secure the ICS Business App against loss of data, irregularities and the unlawful use by third parties. However, we 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.
- 3.6. We 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. Blocking the ICS Business App

- 4.1. You may block the ICS Business App by phoning us. If you enter an incorrect Access Code three times, the ICS Business App will be blocked automatically.

Article 5. Your obligations

- 5.1. You must report the loss or theft of your telephone/tablet to us at once.
- 5.2. If consulting the ICS Business App gives you reason to believe that abuse is being made of the Business Card, you must report this to us at once.

- 5.3. You may not distribute the ICS Business App or make it available to a third party without our prior written permission. You may not connect the ICS Business App to a network that might enable other devices to make use of the ICS Business App. You may not disassemble, decompile or reverse engineer the ICS Business App.
- 5.4. The ICS Business App is personal and may be used only for your own Business Card.
- 5.5. You must treat the Access Code with the greatest possible care. You must keep the Access Code strictly confidential to anyone, including relatives, housemates and our employees. If you make a note of the Access Code you must make sure that others cannot recognise it as such or can identify its purpose.
- 5.6. We 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 should be protected. You are obliged to comply with these instructions.

Article 6. Costs

- 6.1. The ICS Business App is free of charge. Any costs you are charged 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 yourself.

Article 7. Liability

- 7.1. If you have complied with your obligations arising from article 5., you will not be liable for the use that was made of the ICS Business App after your phone/tablet was lost or stolen, or for any events of abuse of the ICS Business App. 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 the ICS Business App following any loss, theft of your phone/tablet or abuse of the ICS Business App.
- 7.2. We 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.
- 7.3. We do not guarantee the permanent, uninterrupted use of the ICS Business App. We will not be liable if you cannot make any use, full use or timely use of the ICS Business App.

Article 8 Intellectual property

- 8.1. All rights of intellectual and industrial property to the ICS Business App and all the related software and/or materials are owned by us or by our licensors.
- 8.2. For the duration of the Agreement you 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 9. Amending the Agreement

- 9.1. We have the right to amend the Agreement. We will notify you of this before the amendments take effect. If you do not agree to the amendments, you may terminate the Agreement.

Article 10. Other provisions

- 10.1. We may turn down a request for registration for the ICS Business App.
- 10.2. 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.
- 10.3. 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.
- 10.4. The Agreement is governed by Dutch law. Any disputes about the Agreement may be submitted to the Dutch court only.
- 10.5. A copy of these General Terms and Conditions may be obtained from us at no charge.

Diemen, February 2020