

## General Terms and Conditions Spread Payments Facility ABN AMRO Card

### Article 1. Definitions

- BKR:** The Central Credit Registration Office ("Bureau Krediet Registratie") based in Tiel;
- Card:** the credit card we have issued to you;
- Card Agreement:** the agreement between you and us with respect to the Card;
- Spread Payments Facility:** the option to repay us the outstanding balance of your Card in instalments;
- APR:** annual percentage rate;
- Withdrawal period:** the period during which you can (re)use your Card up to the agreed spending limit;
- Agreement:** the agreement between you and us in relation to the Spread Payments Facility;
- You (you/your):** the holder of the Card;
- We (us/our):** International Card Services BV. Visiting address: Wisselwerking 58, 1112 XP Diemen. Postal address: PO Box 23225, 1100 DS Diemen. We are registered with De Nederlandsche Bank (Westeinde 1, 1017 ZN Amsterdam) the European Central Bank (Sonnenmanstrasse 22, 60314 Frankfurt am Main, Germany) and the Autoriteit Financiële Markten (the Netherlands Authority for the Financial Markets) (Vijzelgracht 50, 1017 HS Amsterdam).

In these General Terms and Conditions the words and terms used are identical to those used in the Card Agreement.

### Article 2. Commencement, term and termination of the Agreement and Withdrawal period

- 2.1 The Agreement enters into force the moment we have approved your application.
- 2.2 The Withdrawal period is 4 years starting on the commencement date of the Agreement. During this period you can (re)use your Card up to the agreed spending limit. After 4 years we will block your Card and you will only repay us. How long this will take depends amongst others on the interest rate and the outstanding balance on your Card.
- 2.3 You may terminate the Agreement at no charge within 14 calendar days from its commencement date. If you have an outstanding balance on your Card, you must repay the balance to us in full within 21 days from the date of the account statement.
- 2.4 You may at all times terminate the Agreement in writing, by phone or via your personal internet environment, with observance of a notice period of 2 weeks. We are also entitled to terminate the Agreement in which case a 2 weeks' notice period applies.
- 2.5 Once you have terminated the Agreement, the Agreement will remain in force until the moment you have repaid the balance to us in full. Once you have done so, the Agreement will have ended.
- 2.6 We may block your Card if your creditworthiness has deteriorated significantly. We are entitled to reassess your creditworthiness in the event of a change to your personal or financial situation.

### Article 3. The Spread Payments Facility

- 3.1 The Spread Payments Facility is a form of continuous credit. If we have approved your application, we will confirm the Withdrawal period, the agreed spending limit and interest rate, and the APR and the total credit amount to be paid by you.
- 3.2 You can apply for an increase of your spending limit, this will not change your Withdrawal period. If we have approved your application for an increase of your spending limit we will confirm the agreed spending limit and remaining Withdrawal period.
- 3.3 The APR represents the total credit costs, expressed in an annual percentage of the total credit amount. The APR and the total credit amount to be paid by you have been determined on the basis of the following assumptions: (i) you withdraw the full amount of the spending limit in one lump sum, (ii) you pay the Card Fee every year during the Withdrawal Period, (iii) you will not use the Card for any further transactions and (iv) you will repay us an amount equal to 2,5% of the spending limit each month.

### Article 4. Repayment, interest and cancellation of debts

- 4.1 The account statement of your Card specifies the outstanding balance of the Card you have to repay us. You may repay this outstanding balance in instalments, for which we will charge you interest. Each month you must repay us at least an amount equal to 2.5% of the spending limit, this amount consists of interest and repayment. You must repay this within 21 days of the date mentioned on the account statement.

- 4.2 The interest is calculated as follows:
- (a) Interest is charged on each amount charged to the Card. The following amounts may be charged to your Card: payments, cash withdrawals, money transfers and costs such as the Card Fee, Exchange Rates, transaction fees and interest. Interest is charged on payments and cash withdrawals from the date these were made. Interest on transfers and costs is charged from the date of their entry.
- (b) Interest is calculated on a daily basis. This means that the amount of the interest payable may vary from month to month, depending on the number of days in a month. The amount of the interest is equal to the statutory interest for non-commercial transactions (which may be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl), "Besluit wettelijke rente" (Statutory Interest Decree)) plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may also be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl). We can also calculate the interest differently, for example if the statutory interest changes or is cancelled. The Dutch government is the controller of the statutory interest. We will inform you of a change in interest rate in advance. If interest is charged, the amount of the interest is mentioned on the account statement. We are entitled to charge a lower interest rate.
- (c) Interest will be charged each month. Interest is specified on the account statement as a separate item, but forms part of the outstanding balance.
- 4.3 We will not charge you interest if you repay us the full outstanding balance within 21 days from the date mentioned on the account statement. In that case the interest is waived. To qualify for such a waiver, you should always repay us the outstanding balance specified on an account statement in full.
- 4.4 If you fail to repay us the outstanding balance in full, we will charge interest on the full outstanding balance on that account statement, so including on the part that was repaid to us within 21 days. In that case we will also immediately charge interest on all subsequent amounts charged to your Card. This interest will not be waived. You will re-qualify for a waiver if you have repaid us the outstanding balance on a subsequent account statement in full within 21 days.
- 4.5 We may change the interest rate with immediate effect. We will notify you when this change will take effect.
- 4.6 In case of an arrears in payments we will send you a notice of default with a time limit to pay the amount due. If you fail to pay within the time limit in the notice of default, we will charge you default interest on any outstanding amount. The default interest equals the interest referred to in article 4.2 (b).

### Article 5. BKR notification and the consequences of late payment

- 5.1 We will register this Agreement with BKR.
- 5.2 We are obliged to report arrears in payments to BKR after three months. Such a report may adversely affect your application for a mortgage or other credit facilities.

### Article 6. Immediate payment

- 6.1 The full outstanding balance must be repaid immediately and in full in any of the following situations:
- (a) You are in arrears in payments by not repaying the minimum amount due on the account statement even after you have received a notice of default.
- (b) You knowingly provided incorrect information when you entered into the Agreement with us, and we would not have entered into the Agreement under any or the same conditions, if we had had the correct information.
- (c) You have left or will leave the Netherlands to relocate to a different country.
- (d) You have died and we have sound reasons for assuming that your obligations under this Agreement will not be met by your heirs.
- (e) You have been declared bankrupt or you have been granted statutory debt adjustment.

### 7. Card Agreement

- 7.1 The Agreement supplements the Card Agreement. In the event of a conflict between the general terms and conditions of this Agreement and those of the Card Agreement the general terms and conditions of this Agreement shall prevail. Article 2.7 sub (a) and article 15. of the general terms and conditions of the Card Agreement do not apply for the term of this Agreement.

Diemen, September 2020

This English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects.