

General Terms and Conditions ICS App for ABN AMRO Card-holders

The use of the ICS App is governed by the ICS App General Terms and Conditions.

Article 1. Definitions

- 1.1. **Card:** the credit card we have issued to you. This refers to both the Main Card and the Extra Card.
- 1.2. **Credit Card Agreement:** the agreement between you and us with regard to the Card.
- 1.3. **Credit Card Online:** your personal internet environment of your Card.
- 1.4. **Documentation:** the product information, prices and conditions with regard to the ICS App you have received from us.
- 1.5. **e-Code:** the code created by way of the ICS App with which an online payment transaction may be authorized.
- 1.6. **Extra Card:** any extra Card issued by us in addition to a Main Card.
- 1.7. **Main Card:** the Card in respect of which an Extra Card has been issued.
- 1.8. **ICS App:** the application software provided by us under the name 'ICS App for ABN AMRO Card-holders'.
- 1.9. **My ICS:** services in relation to the Card offered by us in your personal internet environment.
- 1.10. **Us (our/we):** International Card Services BV. Postal address: PO Box 23225, 1100 DS Diemen. Visiting address: Wisselwerking 32, Diemen.
- 1.11. **Agreement:** the agreement between you and us regarding the ICS App. The Agreement comprises these General Terms and Conditions and the Documentation.
- 1.12. **You (you/your):** user of the ICS App, also the holder of a Card.

Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement takes effect the moment you register for the ICS App by, among other things, creating a five-digit access code and indicating your agreement to these General Terms and Conditions.
- 2.2. A Main Card holder may apply for the ICS App only, if he or she has a 'My ICS' account. An Extra Card holder may apply for the ICS App without a 'My ICS' account, but he or she will not be able to use all the facilities provided by the ICS App as referred to in article 3 of these General Terms and Conditions.
- 2.3. You may download multiple ICS Apps for multiple phones/tablets. To do so, you always need to perform the registration as set forth in article 2.1.
- 2.4. The Agreement is entered into for an indefinite period. Both you and we are entitled to terminate the Agreement with immediate effect.
- 2.5. The Agreement will end automatically the moment the Credit card agreement ends.
- 2.6. 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 App;
 - b) if your Card has been blocked;
 - c) in the event of the telephone/tablet on which the ICS App has been downloaded having been lost, stolen or gone missing.

Article 3. The functionalities of the ICS App

- 3.1. The ICS App has the following functionalities: 'List of transactions' showing your latest transactions, 'Find ATM', 'Offers', 'Customer service' and 'Create e-Code'. We may extend these functionalities as well as limit them.
- 3.2. You may view the 'Find ATM', 'Offers' and 'Customer service' functionalities without having to enter the access code. The 'List of transactions' and 'Create e-Code' functionalities require that you enter the access code.
- 3.3. After you have entered the access code, the 'Create e-Code' functionality creates a security code with which you may authorize an online payment transaction.
- 3.4. 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'.
- 3.5. You may derive no rights from the information provided by us by way of the ICS App.
- 3.6. We make every effort to secure the ICS App against loss of data, irregularities and the unlawful use by third parties. However, we cannot guarantee the permanent availability of the ICS app, the absence of errors or defects, or the non-occurrence of improper or unlawful use by third parties.
- 3.7. We may disable, or temporarily disable, the ICS App for management and maintenance purposes, and/or as a result of fraud, or, if necessary, limit its functionalities.

Article 4. Blocking the ICS App

- 4.1. You may block the ICS App by phoning us. If you enter an incorrect access code three times, the ICS App will be blocked automatically.
- 4.2. As a result of the blocking of the ICS App, the ICS Apps installed on other telephones/tablets will be blocked as well.

Article 5. Your obligations

- 5.1. You must report any changes with regard to your telephone/tablet or the loss or theft of your telephone/tablet to us at once.
- 5.2. If consulting the ICS App gives you reason to believe that abuse is being made of the Card, you must report this to us at once.
- 5.3. You may not distribute the ICS App or make it available to a third party without our prior written permission. You may not connect the ICS App to a network that might enable other devices to make use of the ICS App. You may not disassemble, decompile or reverse engineer the ICS App.
- 5.4. The ICS App is personal and may be used only for your own Card and for the functionalities as described in article 3.1.
- 5.5. You must treat the access code chosen by you and the e-Code generated by way of the ICS App with the greatest possible care and keep these strictly confidential. If you make a note of the access code or the e-Code, you must do so in such a manner as will cause these to be incapable of in any way being recognized or deduced by third parties.
- 5.6. We may provide instructions regarding the safe use of the ICS App, the making of online purchases, or about the way in which the access code and the e-Code should be protected. You are obliged to comply with these instructions.

Article 6. Costs

- 6.1. The ICS App is free of charge. Any costs you are charged by third parties for using the ICS 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. Our 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 App after it was lost or stolen, or for any events of abuse. 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 your ICS App following any loss, theft or abuse of the ICS App.
- 7.2. We shall not be liable for any damage resulting from the absence of information in the ICS App or the provision of incorrect information by means of the ICS App.

Article 8. Intellectual property

- 8.1. All rights of intellectual and industrial property to the ICS 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 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 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 Credit card agreement and is valid alongside the Credit card agreement. The general terms and conditions of the Credit card 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, September 2014