

General Terms and Conditions ‘Creditcard Online’

Article 1. Definitions

In these Conditions the following definitions are used:

- Card:** the credit card issued to the Cardholder by ICS;
Cardholder: the holder (m/f/x) of a Card;
ICS: International Card Services BV, Business address Wisselwerking 58, 1112 XS Diemen;
Agreement: the agreement between the Cardholder and ICS regarding the use of ‘Creditcard Online’;
Password: a code (containing not less than six characters in accordance with the instructions to be provided by ICS) to be created by the Cardholder and to be entered by the Cardholder when activating ‘Creditcard Online’. This code may be changed by the Cardholder at any time;
Account statement: the monthly account statement made available to the Cardholder electronically;
Log-in name: a name (containing not less than six positions in accordance with the instructions to be provided by ICS) to be created by the Cardholder and to be entered by the Cardholder when activating ‘Creditcard Online’, which has to be used whenever the Cardholder makes use of ‘Creditcard Online’;
Activating ‘Creditcard Online’: the digital form that has to be completed and submitted by a Cardholder in order to activate ‘Creditcard Online’;
‘Creditcard Online’: the package of services provided to the Cardholder by ICS (including access to the secure internet environment) which may be found and used on the website and/or the secured internet environment;
Conditions: these ‘Creditcard Online’ general terms and conditions.

Article 2. Applicability

- 11 These general terms and conditions relate to ‘Creditcard Online’, offered by International Card Services BV. These General Terms and Conditions govern the Agreement between ICS and the Cardholder making use of ‘Creditcard Online’. For information about other ICS products we refer to the website or the relevant conditions and/or instructions.
 12 ICS is at all times authorized to make amendments or additions to these Conditions before the expiry of the Agreement. One of the options available to ICS is to inform the Cardholder of such changes by e-mail.
 13 The agreement between ICS and the Cardholder regarding the Card, or its use, shall remain in full force and effect.

Article 3. Formation of the agreement

- 31 The agreement is formed the moment ICS confirms to the Cardholder, by electronic means or otherwise, that the Cardholder has been given permission to make use of ‘Creditcard Online’.
 32 ICS keeps no records of any agreements, instructions or conditions. It is the responsibility of the Cardholder to do so.
 33 The Agreement and any agreements and/or contracts arising from it are in principle concluded in the Dutch language.

Article 4. Rights and obligations ICS

- 41 ICS will take all necessary care when providing its services.
 42 ICS will make every possible effort to protect the secure internet environment against loss of data, irregularities and the unlawful use by third parties. However, ICS does not in any way provide any guarantees with regard to the availability of the secure internet environment, the absence of faults and defects, or the non-occurrence of improper or unlawful use by third parties.
 43 ICS is authorized for management and maintenance purposes to disable, or temporarily disable, the secure internet environment, or to limit its functions, to the extent reasonably required.
 44 ICS is authorized to impose restrictions on the facilities provided by ‘Creditcard Online’, such as determining minimum and maximum amounts that may be transferred to and from the Card and restricting the number of transactions in a particular period.
 45 ICS will not disclose the Log-in name and the Password, except to the Cardholder himself.
 46 ICS will comply with the applicable rules and regulations regarding the protection of personal data. The Privacy Statement posted on the internet environment applies.
 47 ICS will make sure that the Cardholder is once a month notified by e-mail (to be sent to the e-mail address that has been provided to ICS by the Cardholder) of the fact that the Account statement is available in the secure internet environment. No paper account statements will be received by the Cardholder any longer. If the Cardholder should nevertheless wish to receive paper account statements, ICS will be entitled to charge for this service, the costs of which will be communicated separately to the Cardholder. If ICS receives a message stating that the e-mail containing the notice is incapable of being received by the Cardholder, ICS will inform the Cardholder of this in writing. ICS shall in no case be liable if the Cardholder has not received the notice, or not in time.

Article 5. Rights and obligations Cardholder

- 51 The Cardholder shall strictly observe these Conditions, the applicable instructions for use and all instructions provided by ICS.
 52 The Cardholder shall at all times make sure that the products and/or services which the Cardholder wishes to apply for at ICS suit his needs. ICS will not advise the Cardholder about its products and/or services, expressly including its financial products.
 53 ‘Creditcard Online’ may only be used by the Cardholder in combination with the Cardholder’s Card. The use of ‘Creditcard Online’ by the Cardholder for illegal purposes is forbidden.
 54 The Cardholder shall at his or her own expense and risk provide an internet connection, the hardware, software and related licences required for making use of ‘Creditcard Online’.

- 55 When activating ‘Creditcard Online’, the Cardholder must provide all relevant information. The Cardholder warrants that the information provided is complete and correct. Any address changes or e-mail address changes, as well as any other change that is relevant to the Agreement, must be communicated to ICS by the Cardholder without delay.
 56 The Cardholder must exercise great care when using the Log-in name and the Password. The Log-in name and the Password are strictly personal and may not be transferred. With respect to the Log-in name and the Password the Cardholder is obliged to observe absolute confidentiality towards anyone. The Cardholder shall do all that is in his power to prevent the improper use of ‘Creditcard Online’, the Log-in name and the Password. If the Cardholder should make a note of the Log-in name and/or the Password, he shall do so in such a manner as will cause these to be incapable of in any way being recognized or deduced by third parties.
 57 The Cardholder is obliged at least once per calendar month to consult his statement of transactions with the help of ‘Creditcard Online’ at the secure internet environment and check these transactions for their correctness.

Article 6. Term and termination

- 61 The Agreement is entered into for an indefinite period.
 62 The Cardholder will be entitled for a period of 15 days from the commencement date of the Agreement, or from the date of having taken note of these Conditions, if such should be the later date, to dissolve the Agreement free of charge. This must be done by sending a written notice to ICS. If use has been made of ‘Creditcard Online’ or the related facilities by the Cardholder, such use shall be governed by the Conditions of the Agreement with respect to the period concerned.
 63 The Agreement may be terminated by either party – without either party being liable for compensation towards the other party – with due observance of a notice period of fourteen days. Notice of termination must be given in writing.
 64 ICS may suspend the execution of the Agreement or terminate the Agreement with immediate effect, without being liable for compensation towards the Cardholder, if:
 (a) ICS suspects that the Cardholder is making improper use of ‘Creditcard Online’;
 (b) the Agreement regarding the use of the Card is terminated;
 (c) the information provided by the Cardholder proves to be incorrect;
 (d) the Cardholder fails to perform any of the obligations of these Conditions; or
 (e) business reasons force ICS to do so.

Article 7. Reporting loss, theft and improper use

- 71 Loss or theft of the Log-in name and/or the Password must be reported to ICS by the Cardholder as soon as possible after the incident. If the Cardholder has any suspicion of improper use being made of ‘Creditcard Online’, the Log-in name and/or the Password, other than as a result of theft or loss, the Cardholder should notify ICS of this by telephone at the earliest possible moment, but no later than three days after the Cardholder has learned of such an event or the notice that the Account statement is available has been sent. The Cardholder must without delay confirm such a report to ICS in writing.
 72 If the Cardholder has acted in accordance with the provisions of article 71, the Cardholder will bear no risk whatsoever, except in cases of intent, fault or negligence on the part of the Cardholder, provided the Cardholder has observed the obligations arising from article 5. If the Cardholder has failed to act in accordance with the provisions of article 71, the Cardholder will be liable for all costs incurred with the help of ‘Creditcard Online’ until the moment the report was made to ICS, unless the Cardholder is able to demonstrate sufficiently that the failure to act in accordance with the provisions of article 71 was not his fault.

Article 8. Liability

- 81 ICS shall not be liable for any damage, regardless of its nature and regardless of the legal ground on which the claim for compensation is based, in connection with the use of ‘Creditcard Online’.
 82 If ‘Creditcard Online’ contains hyperlinks to third parties’ websites, ICS shall not be liable for the contents of such sites.

Article 9. Intellectual property

- 91 All intellectual and industrial property rights to ‘Creditcard Online’ and all the related software and/or materials are owned by ICS or its licensors.
 92 For the term of the Agreement the Cardholder will be given a non-exclusive and non-transferable right to use ‘Creditcard Online’ and all the related software and/or materials as part of the Conditions, unless agreed otherwise.

Article 10. Other provisions

- 101 No fees will be charged to the Cardholder for the use of ‘Creditcard Online’. ICS may however charge for the various products and services that are provided through ‘Creditcard Online’. The prices of the various products and services will be communicated separately to the Cardholder.
 102 If any provision of these Conditions should become void or be nullified, the remaining provisions of these Conditions shall remain in full force and effect.
 103 The Agreement and these Conditions are governed by Dutch law. Any disputes arising from or in connection with these Conditions and the Agreement shall be submitted to the exclusive jurisdiction of the Dutch court.

Diemen, October 2011