

General Terms and Conditions ICS Business App

Article 1. Definitions

Business:	the enterprise with which ICS has entered into the Creditcard Agreement;
Biometrics:	fingerprint or facial recognition which enables the Card-holder to log in to the ICS Business App, Approve Tasks and view the Pin Code;
Card:	the creditcard issued by ICS to the Business and the Card-holder respectively;
Card-holder:	user of the ICS Business App, also the holder of a Card;
Click to Pay:	the service of Visa or Mastercard with which the Card and address details of the Card-holder will be transferred to joining merchants;
Creditcard Agreement:	the agreement between the Business and the Card-holder on the one hand and ICS on the other hand in relation to the Card;
Device:	the device on which the Card-holder accesses the Wallet or the Wearable-account;
Digital Creditcard:	the digital creditcard in the Wearable or in the Wallet;
Documentation:	the (product) information, prices and conditions with regard to the ICS Business App the Card-holder has received from ICS;
ICS:	International Card Services BV, Postal address: PO Box 23225, 1100 DS Diemen. Visiting address: Wisselwerking 58, 1112 XS, Diemen;
ICS Business App:	the application software provided by ICS under the name 'ICS Business App'. Approve Tasks: the functionality in the ICS Business App that enables the Card-holder to authorize an online payment;
Agreement:	the agreement between the Card-holder and ICS regarding the ICS Business App. The Agreement comprises these General Terms and Conditions and the Documentation;
Pin Code:	the personal identification number that allows the Card-holder to authorise payments with the Card;
Access Code:	the five digit access code the Card-holder created which enables the Card-holder to log in to the ICS Business App, Approve Tasks and view the Pin Code;
Wallet:	environment on a Device which enables the Card-holder to use the Digital Creditcard;
Wearable:	the body-worn device that enables the Card-holder to use the Digital Creditcard.

Article 2. Commencement, term and termination of the Agreement

- The Agreement takes effect the moment the Card-holder registers for the ICS Business App by creating an Access Code and indicating his agreement to these General Terms and Conditions.
- The ICS Business App can be installed on one phone or tablet only.
- The Agreement is entered into for an indefinite period. Both the Card-holder and ICS are entitled to terminate the Agreement with immediate effect.
- The Agreement will end automatically the moment the Creditcard Agreement ends.
- ICS may suspend and/or terminate the Agreement with immediate effect in the following situations:
 - in the event of the abuse, or presumed abuse, of the ICS Business App;
 - if the Card has been blocked;
 - in the event of the telephone/tablet on which the ICS Business App has been downloaded having been lost, stolen or gone missing.

Article 3. The functionalities of the ICS Business App

- In 'List of Transactions' the Card-holder can find all new expenses and amounts received for the Card (including reserved transactions) arranged in the same time periods as the monthly account statements. 'List of Transactions' also states the actual spending limit.
- ICS does not guarantee that the information of 'List of Transactions' is always up-to-date. When the Card-holder performs a transaction, it is possible that it is not immediately displayed in the 'List of Transactions'.
- The Card-holder may derive no rights from the information provided by ICS by way of the ICS Business App.
- ICS makes every effort to secure the ICS Business App against loss of data, irregularities and the unlawful use by third parties. However, ICS 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.
- ICS 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. Approve Tasks

- This functionality enables the Card-holder to authorize an online payment.
- The Card-holder can Approve Tasks by way of Biometrics or Access Code.

Article 5. Biometrics

- The Card-holder can log into the ICS Business App, Approve Tasks and view the Pin Code by way of fingerprint or facial recognition. The Card-holder must activate this functionality in 'Settings' by way of the Access Code. If someone else is using fingerprint or facial recognition on the phone/tablet of the Card-holder these must be removed before the Card-holder can activate this functionality.
- The Card-holder can also deactivate Biometrics. The Card-holder must then log into the ICS Business App, Approve Tasks or view the Pin Code by way of the Access Code.
- If logging into the ICS Business App or Approve Tasks by way of Biometrics proves impossible after three attempts the Card-holder must reactivate Biometrics by way of the Access Code.

Article 6. Payment by way of the ICS Business App (only for Card-holders with access to the bank account of the Business)

- It is possible to make a payment to ICS by way of the ICS Business App. The Business is responsible for timely and full payment of all amounts due to ICS. Only a Card-holder with access to the bank account of the Business is allowed to make payments to ICS. A payment can be made to ICS when the account statement has become available, or earlier. Making a payment by way of the ICS Business App is identical to making a payment by way of Mijn ICS Business.
- The List of transactions states the credit and debit entries on the Card (including reserved amounts), according to the periods corresponding with your account statements. When an account statement has become available in Mijn ICS Business this will be shown on the List of transactions, together with the date by which payment must have been received by ICS at the latest. If payments are made by direct debit, the List of transactions will tell when an amount will be charged to the bank account of the Business.

Article 7. Click to Pay

- The Card-holder can activate a Click to Pay profile with ICS for a Visa Card and add a Card to a Click to Pay profile with Mastercard for a Mastercard in the ICS Business App. The Card-holder can also remove the Card from the Click to Pay profile in the ICS Business App.

- Click to Pay is personal. The Card-holder may only activate his own Click to Pay profile with ICS for a Visa Card or add his own Card to a Click to Pay Profile with Mastercard and the Card-holder is responsible for the activation of his own Click to Pay profile with ICS for a Visa Card or adding his own Card to a Click to Pay profile with Mastercard for a Mastercard.

Article 8. Digital Creditcard

- A Card-holder can add the Card to a Wallet or Wearable in the ICS Business App. The removal of the Card from the Wallet or Wearable must take place in the Wallet or Wearable.
- The Digital Creditcard is personal. The Card-holder may only add his own Card to a Wallet or Wearable and the Card-holder is responsible for adding the Card to a Wallet or Wearable.

Article 9. Pin Code and confidentiality

- The Card-holder can view the Pin Code of the Card in the ICS Business App by way of Biometrics or the Access Code. The Card-holder may only view de Pin Code himself.
- The Card-holder must make sure that others cannot watch when viewing the Pin Code. Just like the Card, the Pin Code is personal and must be viewed by the Card-holder only. The Card-holder must not disclose the Pin Code to anyone, including relatives, housemates, colleagues and employees of ICS. If the Card-holder makes a note of the Pin Code, the Card-holder must make sure that others cannot recognise it as such or can identify its purpose.

Article 10. Obligations of the Card-holder

- The ICS Business App is personal and may be used only for the Card of the Card-holder.
- The Card-holder must notify ICS at once of any changes relevant to the Agreement. The Card-holder must notify ICS of any changes in contact details or change them in Mijn ICS Business.
- The Card-holder must treat the Access Code with the greatest possible care, the Card-holder must keep the Access Code strictly confidential. If the Card-holder makes a note of the Access Code the Card-holder must make sure that others cannot recognise it as such or can identify its purpose.
- The Card-holder must report the loss or theft of telephone/tablet on which the ICS Business App is installed to ICS at once.
- If consulting the ICS Business App gives the Card-holder reason to believe that abuse is being made of the Card, the Card-holder must report this to ICS at once.
- ICS may provide instructions regarding the safe use of the ICS Business App, the making of online payments with Click to Pay or Digital Creditcard, or about the way in which the Access Code should be protected, how Biometrics should be used or about viewing the Pin Code or about the way in which the Pin Code should be protected. The Card-holder is obliged to comply with these instructions. General instructions can be found on www.icsbusiness.nl/veiligheid.
- The Card-holder may not distribute the ICS Business App or make it available to a third party without our prior written permission. The Card-holder may not connect the ICS Business App to a network that might enable other devices to make use of the ICS Business App. The Card-holder may not disassemble, decompile or reverse engineer the ICS Business App.

Article 11. Deactivating the ICS Business App

- The Card-holder may deactivate the ICS Business App in the ICS Business App or by phoning ICS. If the Card-holder enters an incorrect Access Code three times, the ICS Business App will be deactivated automatically.

Article 12. Costs

- The ICS Business App is free of charge. Any costs that are charged to the Card-holder 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 the Card-holder.

Article 13. Liability

- If the Card-holder has complied with the obligations arising from article 9 and 10, the Business will not be liable for the use that was made of the ICS Business App after the phone/tablet was lost or stolen, or for any events of abuse of the ICS Business App. However, if the Card-holder has failed to comply with these obligations, if the Business and/or Card-holder turn out to have committed fraud, or in the event of a wilful act or gross negligence on the part of the Business and/or the Card-holder, the Business will be fully liable for the use of the ICS Business App following any loss, theft of the phone/tablet on which the ICS Business App has been downloaded or abuse of the ICS Business App.
- ICS 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.
- ICS does not guarantee the permanent, uninterrupted use of the ICS Business App. ICS will not be liable if the Card-holder cannot make any use, full use or timely use of the ICS Business App.

Article 14. Intellectual property

- All rights of intellectual and industrial property to the ICS Business App and all the related software and/or materials are owned by ICS or by the licensors of ICS.
- For the duration of the Agreement the Card-holder 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 15. Amending the Agreement

- ICS has the right to amend the Agreement. ICS will notify the Card-holder of this before the amendments take effect. If the Card-holder does not agree to the amendments, the Card-holder may terminate the Agreement.

Article 16. Other provisions

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

Diemen, May 2026