

# Conditions of Student Package



January 2026

## Contents:

- General Conditions of ABN AMRO Bank N.V. January 2026
- Conditions for Consumer Payment Services January 2026
- General Card Conditions ABN AMRO and ABN AMRO MeesPierson January 2025

# General Conditions ABN AMRO Bank N.V.



January 2026

## Consisting of:

- General Banking Conditions 2017
- Client Relationship Conditions

## General Banking Conditions 2017

This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation. For the Dutch document "Algemene Voorwaarden ABN AMRO Bank NV" go to [abnamro.nl/voorwaarden](https://abnamro.nl/voorwaarden)

As a bank, we are aware of our social function. We aim to be a reliable, service-oriented and transparent bank, which is why we, to the best of our ability, seek to take into account the interests of all our customers, employees, shareholders, other capital providers and society as a whole.

These General Banking Conditions (GBC) have been drawn up in consultation between the Dutch Banking Association (Nederlandse Vereniging van Banken) and the Consumers' Association (Consumentenbond). This took place within the framework of the Coordination Group on Self-regulation consultation of the Social and Economic Council (Coördinatiegroep Zelfreguleringsoverleg van de Sociaal-Economische Raad). Consultations were also held with the Confederation of Netherlands Industry and Employers (VNO-NCW), the Dutch Federation of Small and Medium-Sized Enterprises (MKB-Nederland), the Dutch Federation of Agriculture and Horticulture (LTO Nederland) and ONL for Entrepreneurs (ONL voor Ondernemers).

### Notice as of 1-1-2024:

The Consumers' Association has announced that the legal level of consumer protection is now so high that agreements with sector organisations in two-sided (= approved by the Consumers' Association) general terms and conditions are no longer necessary. That is why the Consumers' Association has terminated its connectedness to all two-sided general terms and conditions as of 1 January 2024. As of this date, the Consumers' Association is no longer engaged in these terms and conditions. This applies not only to this ABV, but to all approximately sixty two-sided general terms and conditions agreed with sector organisations.

The GBC will enter into force on 1 March 2017. The Dutch Banking Association has filed the text with the Registry of the District Court in Amsterdam under number 60/2016 on 29 August 2016.

### Article 1 - Applicability

The GBC apply to all products and services and the entire relationship between you and us. Rules that apply to a specific product or service can be found in the relevant agreement or the specific conditions applicable to that agreement.

1. These General Banking Conditions (GBC) contain basic rules to which we and you must adhere. These rules apply to all products and services that you purchase or shall purchase from us and the entire relationship that you have or will have with us. This concerns your rights and obligations and ours.
2. For the services that we provide, you shall enter into one or more agreements with us for services (i.e. services including also products) that you purchase from us. If an agreement contains a provision that is contrary to the GBC, then that provision will prevail above the GBC.
3. If you enter into an agreement for a product or service, specific conditions may apply to the agreement. These specific conditions contain rules that apply specifically to that product or that service. An example of specific conditions: You may possibly enter into an agreement to open a current account. Specific conditions for payments may apply to that agreement. If the specific conditions contain a provision that is contrary to the GBC, then that provision will prevail above the GBC. However, if you are a consumer, that provision may not reduce rights or protection granted to you under the GBC.
4. The following also applies:
  - a. You may possibly also use general conditions (for example, if you have a business). In that case, the GBC will apply and not your own general conditions. Your own general conditions will only apply if we have agreed that with you in writing.
  - b. You may (also) have a relationship with one of our foreign branches. This branch may have local

conditions, for example, because they are better geared to the applicable laws in that country. If these local conditions contain a provision that is contrary to a provision in the GBC or a provision in the Dutch specific conditions, then in that respect the local conditions will prevail.

## Article 2 - Duty of Care

We have a duty of care. You must act with due care towards us and you may not misuse our services.

1. We must exercise due care when providing our services and we must thereby take your interests into account to the best of our ability. We do so in a manner that is in accordance with the nature of the services. This important rule always applies. Other rules in the GBC or in the agreements related to products or services and the corresponding special conditions cannot alter this. We aim to provide comprehensible products and services. We also aim to provide comprehensible information about these products and services and their risks.
2. You must exercise due care towards us and take our interests into account to the best of your ability. You must cooperate in allowing us to perform our services correctly and fulfil our obligations. By this, we mean not only our obligations towards you but also, for example, obligations that, in connection with the services that we provide to you, we have towards supervisory bodies or tax or other (national, international or supranational) authorities. If we so request, you must provide the information and documentation that we require for this. If it should be clear to you that we need this information or documentation, you shall provide this of your own accord. You may only use our services or products for their intended purposes and you may not misuse them or cause them to be misused. Misuse constitutes, for example, criminal offences or activities that are harmful to us or our reputation or that could damage the working and integrity of the financial system.

## Article 3 - Activities and objectives

We ask you for information to prevent misuse and to assess risks.

1. Banks play a key role in the national and international financial system. Unfortunately, our services are sometimes misused, for instance for money laundering. We wish to prevent misuse and we also have a legal obligation to do so. We require information from you for this purpose. This information may also be necessary for the assessment of our risks or the proper execution of our services. This is why, upon our request, you must provide us with information about:
  - a. your activities and objectives
  - b. why you are purchasing or wish to purchase one of our products or services
  - c. how you have acquired the funds, documents of title or other assets that you have deposited with us or through us.

You must also provide us with all information we need to determine in which country/countries you are a resident for tax purposes.

2. You must cooperate with us so that we can verify the information. In using this information, we will always adhere to the applicable privacy regulations.

## Article 4 - Non-public information

We are not required to use non-public information.

1. When providing you with services, we can make use of information that you have provided to us. We may also make use of, for example, public information. Public information is information that can be known to everyone, for example, because this information has been published in newspapers or is available on the internet.
2. We may have information outside of our relationship with you that is not public. You cannot require us to use this information when providing services to you. This information could be confidential or price-sensitive information.

### An example:

It is possible that we possess confidential information that a listed company is experiencing financial difficulties or that it is doing extremely well. We may not use this information when providing investment advice to you.

## Article 5 - Engaging third parties

We are allowed to engage third parties. We are required to take due care when engaging third parties.

1. In connection with our services, we are allowed to engage third parties and outsource activities. If we do so in the execution of an agreement with you, this does not alter the fact that we are your contact and contracting party. A few examples:
  - a. Assets, documents of title, securities or financial instruments may be given in custody to a third party. We may do so in your name or in our own name.
  - b. Other parties are also involved in the execution of payment transactions.
  - c. We can also engage third parties in our business operations to, for example, enable our systems to function properly.
2. You may possibly provide us with a power of attorney for one or more specific legal acts. With this power of attorney, we can execute these legal acts on your behalf. Such legal acts are then binding for you. At least the following will apply with regard to any powers of attorney that we may receive from you:
  - a. If a counterparty is involved in the execution, we may also act as the counterparty.  
**For example:**  
We have your power of attorney to pledge credit balances and other assets that you have entrusted to us to ourselves (see Article 24 paragraph 1 of the GBC). If we use this power of attorney, we pledge your credit balances with us to ourselves on your behalf.
  - b. We may also grant the power of attorney to a third party. In that case, this third party may make use of the power of attorney. We are careful in choosing the third party to whom we grant the power of attorney.
  - c. If our business is continued (partially) by another party as the result of, for example, a merger or demerger, this other party may also use the power of attorney.
3. We exercise the necessary care when selecting third parties. If you engage or appoint another party yourself, then the consequences of that choice are for your account.

## Article 6 - Risk of dispatches

Who bears the risk of dispatches?

1. We may possibly send money or financial instruments (such as shares or bonds) upon your instructions. The risk of loss of or damage to the dispatch is then borne by us. For example, if the dispatch is lost, we will reimburse you for the value.
2. We may also send other goods or documents of title, such as proof of ownership for certain goods (for example, a bill of lading), on your behalf. The risk of loss of and damage to the dispatch is then borne by you. However, if we cause damage through carelessness with the dispatch, then that damage is for our account.

## Article 7 - Information about you and your representative

We require information about you and your representative. You are required to notify us of any changes.

### 1. Information.

We are legally obliged to verify your identity. Upon request, you are to provide us with, among others, the following information:

- a. Information about natural persons:
  - I. first and last names, date of birth, place of residence and citizen's (service) number. You must cooperate with the verification of your identity by providing us with a valid identity document that we deem suitable, such as a passport.
  - II. civil status and matrimonial or partnership property regime. This information may determine whether you require mutual consent for certain transactions or whether you possess joint property from which claims may be recoverable.
- b. Information about business customers: legal form, registration number with the Trade Register and/or other registers, registered office, VAT number, overview of ownership and control structure.

You are required to cooperate with us so that we can verify the information. We use this information for, for example, complying with legal obligations or

in connection with the services that we provide to you. We may also need this information with regard to your representative. Your representative must provide this information to us and cooperate in our verification of this information. This representative may be, for example:

- a. a legal representative of a minor (usually the mother or father)
- b. an authorised representative
- c. a director of a legal entity.

## 2. Notification of changes.

We must be notified immediately of any changes to the information about you and your representative. This is important for the performance of our legal obligations and our services to you. You may not require a representative for your banking affairs initially; however, you may require a representative later on. We must be informed of this immediately. Consider the following situations, for example:

- a. your assets and liabilities are placed under administration
- b. you are placed under legal constraint
- c. you are placed in a debt management scheme, are granted a (temporary) moratorium of payments or you are declared bankrupt, or
- d. you are, for some reason, unable to perform all legal acts (unchallengeable) yourself.

## 3. Storing information.

We are permitted to record and store information. In some cases, we are even required to do so. We may also make copies of any documents, for example, a passport, that serve to verify this information for our administration. We adhere to the applicable privacy laws and regulations in this respect.

## Article 8 - Signature

Why do we require an example of your signature?

1. You may have to use your signature to provide consent for orders or other acts that you execute with us. There are written signatures and electronic signatures. In order to recognise your written signature, we need to know what your signature looks like. We may ask you to provide an example of your written signature and we may provide further

instructions in connection with this. You must comply with this. This also applies with regard to your representative.

2. We will rely on the example of your signature until you inform us that your signature has changed. This also applies for the signature of your representative.
3. You or your representative may possibly act in different roles towards us. You can be a customer yourself and also act as a representative for one or more other customers. You may have a current account with us as a customer and also hold a power of attorney from another customer to make payments from his current account. If you or your representative provides us with an example of your signature in one role, this example is valid for all other roles in which you deal or your representative deals with us.

## Article 9 - Representation and power of attorney

You can authorise someone to represent you; however, we may impose rules on such an authorisation. We must be notified of any changes immediately. You and your representative must keep each other informed.

### 1. Representation.

You can be represented by an authorised representative or another representative. We may impose rules and restrictions on representation. For instance, rules regarding the form and content of a power of attorney. If your representative acts on your behalf, you are bound by these acts.

We are not required to (continue to) deal with your representative. We may refuse to do so, due to, for example:

- a. an objection against the person who acts as your representative (for example, due to misconduct)
- b. doubts about the validity or scope of the authority to represent you.

Your authorised representative may not grant the power of attorney granted to him to a third party, without our approval. This is important in order to prevent, for example, misuse of your account.

### 2. Changes in the representation.

If the authority of your representative (or his representative) changes or does not exist or no

longer exists, you must inform us immediately in writing. As long as you have not provided any such notification, we may assume that the authority continues unchanged. You may not assume that we have learned that the power of attorney has changed or does not exist or no longer exists, for example, through public registers. After your notification that the authority of your representative has changed or does not exist or no longer exists, we require some time to update our services. Your representative may have submitted an order shortly before or after this notification. If the execution of this order could not reasonably have been prevented, then you are bound by this.

### 3. Your representative adheres to the same rules as you. You must keep each other informed.

All rules that apply to you in your relationship with us also apply to your representative. You are responsible for ensuring that your representative adheres to these rules. You and your representative must constantly inform each other fully about everything that may be important in your relationship with us.

#### For example:

Your representative has a bank card that he or she can use on your behalf. This representative must comply with the same security regulations that you must comply with. When we make these regulations known to you, you must communicate these regulations to your representative immediately.

## Article 10 - Personal data

How do we handle personal data?

1. We are allowed to process your personal data and that of your representative. This also applies to data regarding products and services that you purchase from us. Personal data provide information about a specific person. This includes, for example, your date of birth, address or gender. Processing personal data includes, among others, collecting, storing and using it. If we form a group together with other legal entities, the data may be exchanged and processed within this group. We may also exchange personal data with other parties that we engage for our business operations or for the

execution of our services. By other parties we mean, for example, other parties that we engage to assist with the operation of our systems or to process payment transactions. We adhere to the applicable laws and regulations and our own codes of conduct for this.

2. The exchange of data may mean that data enter other countries where personal data are less well-protected than in the Netherlands. Competent authorities in countries where personal data are available during or after processing may launch an investigation into the data.

## Article 11 - (Video and audio) recordings

Do we make video / audio recordings of you?

1. We sometimes make video and/or audio recordings in the context of providing our services. You may possibly appear in a recording. When we make recordings, we adhere to the laws and regulations and our codes of conduct. For example, we make recordings for:
  - a. **Sound business operations and quality control.**  
We may, for example, record telephone conversations in order to train our employees.
  - b. **Providing evidence.**  
We may, for example, make a recording of:
    - I. an order that you give us by telephone; or
    - II. the telephone message with which you notify us of the loss or theft of your bank card.
  - c. **Crime prevention.**  
For example: video recordings of cash machines.
2. If you are entitled to a copy of a video and/or audio recording or a transcript of an audio recording, please provide us with the information that will help us to retrieve the recording, for instance: the location, date and time of the recording.

## Article 12 - Continuity of services

We aim to ensure that our facilities work properly. However, breakdowns and disruptions may occur.

Our services depend on (technical) facilities such as equipment, computers, software, systems, networks and the internet. We try to ensure that these facilities work properly. What can you expect as far as this is concerned? Not that there never will be a breakdown



or disruption. Unfortunately, this cannot always be prevented. We are not always able to influence this. Sometimes a (short) disruption of our services may be required for activities such as maintenance. We strive, within reasonable limits, to avoid breakdowns and disruptions, or to come up with a solution within a reasonable period.

## Article 13 - Death of a customer

After your death

1. In the event of your death, we must be notified of this as soon as possible, for example, by a family member. You may have given us an order prior to your death. This may concern a payment order, for example. Until we receive the written notification of your death, we may continue to carry out orders that you or your representative have given. After we have received the notification of your death, we still require some time to update our services. For this reason, orders that we were given prior to or shortly after the notification of your death may still (continue to) be executed. Your estate is bound by these orders, provided their execution could not reasonably be prevented.
2. If we request a certificate of inheritance, the person who acts on behalf of the estate is required to provide us with it. This certificate of inheritance must be drawn up by a Dutch civil-law notary. Depending on the size of the estate and other factors, we may consider other documents or information to be sufficient.
3. You may have more than one beneficiary. We are not required to comply with information requests from individual beneficiaries. For instance, information requests concerning payments via your account.
4. Relatives may not know where the deceased held accounts. They are then able to acquire information from the digital counter that banks have collectively established on the website of the Dutch Banking Association or another service established for this purpose.

## Article 14 - Communicating with the customer

How do we communicate with you?

1. **Different possibilities for communicating with you.**  
We can communicate with you in different ways. For instance, we can make use of post, telephone, e-mail or internet banking.

2. **Post.**

You must ensure that we always have the correct address data. We can then send statements, messages, documents and other information to the correct address. Send us your change of address as soon as possible. If, due to your own actions, your address is not or no longer known to us, we are entitled to conduct a search for your address or have one conducted, at your expense. If your address is not or no longer known to us, we are entitled to leave documents, statements and other information for you at our own address. These are then deemed to have been received by you. You may make use of one of our products or services together with one or several others. Post for joint customers is sent to the address that has been indicated. If joint customers do not or no longer agree on the address to which the post should be sent, we may then determine which of their addresses we will send the post to.

3. **Internet banking.**

If you make use of internet banking, we can place statements, messages, documents and other information for you in internet banking. You must ensure that you read those messages as soon as possible. In the GBC, internet banking refers to the electronic environment that we have established for you as a secure communication channel between you and us. Internet banking also includes mobile banking and (other) apps for your banking services or similar functionalities.

4. **E-mail.**

We may agree with you that we will send you messages by e-mail. In that case, you must ensure that you read such message as soon as possible.

## Article 15 - The Dutch language

In which language do we communicate with you and when is a translation necessary?

1. The communication between you and us takes place



in Dutch. This can be different, if we agree otherwise with you on this matter. English is often chosen for international commercial banking.

2. If you have a document for us that is in a language other than Dutch, we may require a translation into Dutch. A translation into another language is only permissible if we have agreed to it. The cost of producing the translation will be borne by you. The translation must be performed by:
  - a. a translator who is certified in the Netherlands for the language of the document, or
  - b. someone else whom we consider suitable for this purpose.

## Article 16 - Use of means of communication

Care and security during communication.

In order to prevent anything from going wrong in the communication process, you should be cautious and careful with means of communication. This means, for example, that your computer or other equipment is equipped with the best possible security against viruses, harmful software (malware, spyware) and other misuse.

## Article 17 - Information and orders

Information that we require from you for our services.

1. We require information from you for the execution of our services. If we ask for information, you must provide us with it. It could also be the case that we do not request information but that you should nevertheless understand that we require this information. This information must also be provided.

### For example:

You have an investment profile for your investments. If something changes as a result of which the financial risks become less acceptable for you, you must take action to have your investment profile modified.

2. Your orders, notifications and other statements must be on time, clear, complete and accurate. For example, if you wish to have a payment executed, you must list the correct number of the account to which the payment must be made. We may impose further rules for your orders, notifications or other statements that you submit to us. You must comply with these additional rules. If, for example, we

stipulate the use of a form or a means of communication, you are required to use this.

3. We are not obligated to execute orders that do not comply with our rules. We can refuse or postpone their execution. We will inform you about this. In specific cases, we may refuse orders or a requested service even though all requirements have been complied with. This could be the case, for example, if we suspect misuse.

## Article 18 - Evidence and record keeping period of bank records

Our bank records provide conclusive evidence; however, you may provide evidence to the contrary.

1. We keep records of the rights and obligations that you have or will have in your relationship with us. Stringent legal requirements are set for this. Our records serve as conclusive evidence in our relationship with you; however, you may, of course, provide evidence to the contrary.
2. The law prescribes the period for which we must keep our records. Upon expiry of the legal recordkeeping period, we may destroy our records.

## Article 19 - Checking information and the execution of orders, reporting errors and previously provided data

You must check information provided by us and the execution of orders and you must report errors. Regulations for previously provided data.

### 1. Checking data and the execution of orders.

If you make use of our internet banking, we can provide you with our statements by placing them in internet banking. By statements, we mean, for example, confirmations, account statements, bookings or other data. You must check statements that we place in internet banking for you as soon as possible for errors such as inaccuracies and omissions. In the GBC, internet banking refers to the electronic environment that we have established for you as a secure communication channel between you and us. This includes mobile banking and (other) apps for your banking services or similar functionalities. Check written statements that you have received from us as soon as possible for errors such as

inaccuracies and omissions. The sending date of a statement is the date on which this occurred according to our records. This date can be stated on, for example, a copy of the statement or dispatch list. Check whether we execute your orders correctly and fully. Do this as quickly as possible. The same applies to any orders that your representative submits on your behalf.

## 2. Reporting errors and limiting loss or damage.

The following applies in respect of errors that we make when executing our services:

- a. If you discover an error (in a statement, for example), you must report this to us immediately. This is important because it will then be easier to correct the error and loss or damage may possibly be avoided. Moreover, you are required to take all reasonable measures to prevent an error from resulting in (further) loss or damage.

### For example:

You instructed us to sell 1,000 of your shares and you notice that we only sold 100. If you would still like to have your instructions carried out to the full, then you should notify us of this immediately. We can then sell the remaining 900. In this way, a loss caused by a drop in prices may possibly be avoided or limited. It may be that you are expecting a statement from us but do not receive it. Report this to us as soon as possible. For example, you are expecting an account statement from us but do not receive it. Then we can still send this statement to you. You can check it for any errors.

- b. If we discover an error, we will try to correct it as quickly as possible. We do not require your permission for this. If a statement submitted earlier appears to be incorrect, you will receive a revised statement. It will reflect the fact that the error has been corrected.
- c. Should a loss or damage arise, you may be entitled to compensation, depending on the circumstances.

## 3. Information provided earlier.

You may receive information that we have already provided to you again if you so request and your request is reasonable. We may charge you for this,

which we will inform you about beforehand. We are not required to provide you with information that we have provided earlier if we have a good reason for this.

## Article 20 - Approval of bank statements

After a period of 13 months, our statements are deemed to have been approved by you.

It may be that you disagree with one of our statements (such as a confirmation, account statement, invoice or other data). You may, of course, object to the statement, but there are rules that govern this process. If we do not receive an objection from you within 13 months after such a statement has been made available to you, the statement will be regarded as approved by you. This means that you are bound by its content. After 13 months, we are only required to correct arithmetical errors. Please note: this does not mean that you have 13 months to raise an objection. According to Article 19 of the GBC, you are required to check statements and report inaccuracies and omissions to us immediately. Should you fail to do so, then damage may be for your account, even if the objection is submitted within 13 months.

## Article 21 - Retention and confidentiality requirements

You must take due care with codes, forms and cards. Suspected misuse must be reported immediately.

1. You must handle codes, forms, (bank) cards or other tools with due care and adequate security. This will enable you to prevent them from falling into the wrong hands or being misused by someone.
2. A code, form, card or other tool may in fact, fall into the wrong hands, or someone may or may be able to misuse it. If you know or suspect such is the case, you must notify us immediately. Your notification will help us to prevent (further) misuse.
3. Take into account that we impose additional security rules (such as the Uniform Security Rules for Private Individuals).

## Article 22 - Rates and fees

Fees for our products and services and changes to our rates.

1. You are required to pay us a fee for our products and services. This fee may consist of, for example, commission, interest and costs.
2. We will inform you about our rates and fees to the extent that this is reasonably possible. We will ensure that this information is made readily available to you, for example, on our website or in our branches. If, through an obvious error on our part, we have not agreed upon a fee or rate with you, we may charge you at most a fee according to the rate that we would charge in similar cases.
3. We may change a rate at any time, unless we have agreed with you on a fixed fee for a fixed period. Rate changes may occur due to, for example, changes in market circumstances, changes in your risk profile, developments in the money or capital market, implementation of laws and regulations or measures by our supervisors. If we change our rates based on this provision, we will inform you prior to the rate change to the extent that such is reasonably possible.
4. We are permitted to debit our service fee from your account. This debit may result in a debit balance on your account. You must then immediately clear the debit balance by depositing additional funds into your account. You must take care of this yourself, even if we do not ask you to do so. The debit balance does not have to be cleared if we have explicitly agreed with you that the debit balance is permitted.

### Article 23 - Conditional credit entries

In the event that you expect to receive a payment through us, we may then be willing to provide you with an advance on this payment. This will be reversed if something goes wrong with this payment.

If we receive an amount for you, then you will receive a credit entry for this amount with us. Sometimes, we will credit the amount already even though we have not yet (definitively) received the amount. In this way, you can enjoy access to the funds sooner. We do set the condition that we will be allowed to reverse the credit entry if we do not receive the amount for you or must repay it. Thus we may have to reverse the payment of a cheque because it turned out to be a forgery or not to be covered by sufficient funds. If it concerns the

payment of a cheque, we refer to this condition when making the payment. When reversing the credit entry, the following rules apply:

- a. If the currency of the credit amount was converted at the time of the credit entry, we may reconvert the currency back to the original currency. This takes place at the exchange rate at the time of the reconversion.
- b. We may incur costs in connection with the reversion of the credit entry. These costs will be borne by you. This may, for example, include the costs of the reconversion.

### Article 24 - Right of pledge on, among others, your credit balances with us

You grant us a right of pledge on, among others, your credit balances with us and securities in which you invest through us. This right of pledge provides us with security for the payment of the amounts that you owe us.

1. You are obliged to grant us a right of pledge on assets as security for the amounts that you owe us. In this regard, the following applies:
  - a. You undertake to pledge the following assets, including ancillary rights (such as interest), to us:
    - I. all (cash) receivables that we owe you (irrespective of how you acquire that receivable)
    - II. all of the following insofar as we (will) hold or (will) manage it for you, with or without the engagement of third parties and whether or not in a collective deposit: moveable properties, documents of title, coins, banknotes, shares, securities and other financial instruments
    - III. all that (will) take the place of the pledged assets (such as an insurance payment for loss of or damage to assets pledged to us).
 This undertaking arises upon the GBC becoming applicable.
  - b. The pledge of assets is to secure payment of all amounts that you owe us or will come to owe to us. It is not relevant how these debts arise. The debts could, for example, arise due to a loan, credit (overdraft), joint and several liability, suretyship or guarantee.
  - c. Insofar as possible, you pledge the assets to us. This pledge arises upon the GBC becoming applicable.

d. You grant us a power of attorney to pledge these assets to ourselves on your behalf and to do this repeatedly. Therefore, you do not have to sign separate deeds of pledge on each occasion. The following also applies to this power of attorney:

- I. This power of attorney furthermore implies that we may do everything necessary or useful in connection with the pledge, such as, for example, give notice of the pledge on your behalf.
- II. This power of attorney is irrevocable. You cannot revoke this power of attorney. This power of attorney ends as soon as our relationship with you has ended and is completely settled.
- III. We may grant this power of attorney to a third party. This means that the third party may also execute the pledge.

**For example:**

If we form a group together with other legal entities, we may, for instance, delegate the execution of the pledge to one of the other legal entities.

This power of attorney arises upon the GBC becoming applicable.

- e. You guarantee to us that you are entitled to pledge the assets to us. You also guarantee to us that no other party has any right (of pledge) or claim to these assets, either now or in the future, unless we explicitly agree otherwise with you.
2. In respect of the right of pledge on the assets, the following also applies:
- a. You can ask us to release one or more pledged assets. We will comply with this request if the remaining assets to which we retain rights of pledge provide us with sufficient cover for the amounts that you owe us or will come to owe us. By release, we mean that you may use the assets for transactions in the context of the agreed upon services (for example, use of your credit balances for making payments). For assets that we keep for you, release means that we return the assets to you. Other forms of release are possible if we explicitly agree upon this with you.
  - b. We may use our right of pledge to obtain payment for the amounts that you owe us. This also implies the following:

- I. If you are in default with regard to the payment of the amounts that you owe to us, we may sell the pledged assets or have them sold. We may then use the proceeds for the payment of the amounts that you owe us. You are considered to be in default, for example, when you must pay us an amount due by a specific date and you do not do so. We will not sell or have any more of the pledged assets sold than, according to a reasonable assessment, is required for payment of the amounts that you owe us.
- II. If we have a right of pledge on amounts that we owe you, we may also collect these amounts. We may then use the payment received for the payment of the amounts that you owe us, as soon as those payments are due and payable.
- III. If we have used the right of pledge for the payment of the amounts that you owe us, we will notify you of this fact as soon as possible.

## Article 25 - Set-off

We can offset the amounts that we owe you and the amounts that you owe us against one another.

1. We may at any time offset all amounts you owe us against all amounts we owe you. This offsetting means that we “cancel” the amount you owe us against an equal amount of the amount we owe you. We may also offset amounts if:
  - a. the amount you owe us is not due and payable
  - b. the amount we owe you is not due and payable
  - c. the amounts to be offset are not in the same currency
  - d. the amount you owe us is conditional.
2. If we wish to use this article to offset amounts that are not due and payable, there is a restriction. We then only make use of our set-off right in the following cases:
  - a. Someone levies an attachment on the amount we owe you (for example, your bank account credit balance) or in any other manner seeks recovery from such claim.
  - b. Someone obtains a limited right to the amount we owe you (for instance, a right of pledge on your bank account credit balance).

- c. You transfer the amount we owe you to someone else.
  - d. You are declared bankrupt or subject to a (temporary) moratorium of payments.
  - e. You are subject to a legal debt management scheme or another insolvency scheme.  
This restriction does not apply if the claims are in different currencies. In the latter case, we are always permitted to offset.
3. If we proceed to offset in accordance with this article, we will inform you in advance or otherwise as soon as possible thereafter. When making use of our set-off right, we adhere to our duty of care as specified in Article 2 paragraph 1 of the GBC.
  4. Amounts in different currencies are set off at the exchange rate on the date of set-off.

## Article 26 - Collateral

If we so request, you are required to provide us with collateral as security for the payment of the amounts you owe us. This article lists a number of rules that may be important with respect to providing collateral.

1. You undertake to provide us with (additional) collateral as security for the payment of the amounts that you owe us immediately at our request. This collateral may, for example, be a right of pledge or a mortgage on one of your assets. The following applies with regard to the collateral that you must provide to us:
  - a. This collateral serves as security for the payment of all amounts that you owe us or will come to owe us. It is not relevant how these debts arise. These debts could arise due to, for example, a loan, credit (overdraft), joint and several liability, suretyship or guarantee.
  - b. You are not required to provide more collateral than is reasonably necessary. However, the collateral must always be sufficient to cover the amounts that you owe us or will come to owe us. In assessing this, we take into account your risk profile, our credit risk with you, the (coverage) value of any collateral that we already have, any change in the assessment of such factors, and all other factors or circumstances for which we can demonstrate that they are relevant for us.
  - c. You must provide the collateral that we require.

If, for example, we request a right of pledge on your inventory, you cannot provide us with a right of pledge on company assets instead.

- d. Providing collateral could also be that you agree that a third party, who has obtained or will obtain collateral from you, acts as a surety or guarantor for you and is able to take recourse against such. This agreement also includes that we may stand surety or act as guarantor for you towards that third party and that we are able to take recourse from the collateral that we will obtain or have obtained from you.
  - e. If we demand that existing collateral be replaced by other collateral, you must comply.  
This undertaking arises upon the GBC becoming applicable.
2. If another bank continues all or part of our business and as a consequence you become a client of this other bank, there is the issue of whether the other bank can make use of our rights of pledge and rights of mortgage for your debt. In the event that no explicit agreement is made at the time of the establishment of the right of pledge or right of mortgage, the agreement applies that this right of pledge or right of mortgage is intended as security not only for us but for the other bank as well. If the collateral pertains to future amounts that you may come to owe us, this also applies to the future amounts that you may come to owe that other bank.
  3. We can terminate all or part of our rights of pledge and rights of mortgage at any moment by serving notice to this effect. This means, for example, that we can determine that the right of pledge or right of mortgage does continue to exist but, from now on, no longer covers all receivables for which it was initially created.
  4. If we receive new collateral, existing collateral will continue to exist. This is only different if we make an explicit agreement to that effect with you on this. An example is the case where we mutually agree that you should provide new collateral to replace existing collateral.
  5. It may be that we, by virtue of previous general (banking) conditions, already have collateral, rights to collateral and set-off rights. This will remain in full force in addition to the collateral, rights to collateral and set-off rights that we have by virtue of these GBC.

## Article 27 - Immediately due and payable

You are required to comply with your obligations. Should you fail to do so, we can declare all amounts that you owe us immediately due and payable.

You are required to promptly, fully and properly comply with your obligations. By obligations, we are not only referring to the amounts that you owe us, but also other obligations. An example of the latter is your duty of care under Article 2 paragraph 2 of the GBC. You may nevertheless possibly be in default with regard to the fulfilment of an obligation. In that event, the following applies:

- a. We may then declare all amounts that you owe us immediately due and payable, including the claims arising from an agreement with which you do comply. We will not exercise this right if the default is of minor importance and we will comply with our duty of care as specified in Article 2 paragraph 1 of the GBC.

### For example:

Suppose you have a current account with us on which, by mutual agreement, you may have a maximum overdraft of € 500. However, at one point in time your debit balance amounts to € 900. You then have an unauthorised debit balance of € 400 on your current account. If, in addition, you have a mortgage loan with us, this deficit is not sufficient reason to demand repayment of your mortgage loan. Of course, you must comply with all of your obligations in connection with the mortgage loan and settle the deficit as soon as possible.

- b. If we do declare our claims immediately due and payable, we will do so by means of a notice. We will tell you why we are doing so in that notice.

## Article 28 - Special costs

Which special costs may we charge you?

1. We may become involved in a dispute between you and a third party involving, for example, an attachment or legal proceedings. This may cause us to incur costs. You are required to fully compensate us for any such costs as we are not a party to the dispute between you and the other party. Such costs may consist of charges for processing an attachment that a creditor levies on the credit

balances that we hold for you. They may also involve the expense of engaging a lawyer.

2. We may also incur other special costs in connection with our relationship. You are required to compensate us for these costs to the extent that compensation is reasonable. These costs could concern appraisal costs, advisory fees and costs for extra reports. We will inform you why the costs are necessary. If there is a legal regime for special costs, it will be applied.

## Article 29 - Taxes and levies

Taxes and levies in connection with the providing of our services will be paid by you.

Our relationship with you may result in taxes, levies and such. You are required to compensate us for them. They may include payments that we must make in connection with the services that we provide to you (for example: a fee owed to the government when establishing security rights). Mandatory law or an agreement with you may result in some other outcome. Mandatory law is the law from which neither you nor we can depart.

## Article 30 - The form of notifications

How can you inform us?

If you want to inform us of something, do so in writing. We may indicate that you may or should do this in another manner, for example, through internet banking, by e-mail or telephone.

## Article 31 - Incidents and emergencies

You cooperation in response to incidents and emergencies or the imminent likelihood of them.

It may happen that a serious event threatens to disrupt, disrupts or has disrupted the providing of our services. One example is a hacker attack on the banking internet system. Within reasonable limits, we can ask you to help us continue to provide an undisrupted service and to prevent damage as much as possible. You are required to comply with this. However, you must always check that the request is, in fact, coming from us. If in doubt, you should contact us.



## Article 32 - Invalidity or annulability

What is the result if a provision proves to be invalid?

In the event that a provision in these GBC is invalid or has been annulled this provision is then invalid. The invalid provision will be replaced by a valid provision that is as similar as possible to the invalid provision. The other provisions in the GBC remain in effect.

## Article 33 - Applicable law

Principle rule: Dutch law applies to the relationship between you and us.

Our relationship is governed by the laws of the Netherlands. Mandatory law or an agreement with you may result in a different outcome. Mandatory law is the law from which neither you nor we can depart.

## Article 34 - Complaints and disputes

How do we resolve disputes between you and us?

1. We would very much like you to be satisfied with the providing of our services. If you are not satisfied, do inform us of this. We will then see if we can offer a suitable solution. Information about the complaints procedure to be followed can be found on our website and is also available at our offices.
2. Disputes between you and us shall only be brought before a Dutch Court. This applies when you appeal to a court as well as when we do so. Exceptions to the above are:
  - a. If mandatory law indicates a different competent court, this is binding for you and us.
  - b. If a foreign court is competent for you, we can submit the dispute to that court.
  - c. You can refer your dispute with us to the competent disputes committees and complaint committees.

## Article 35 - Terminating the relationship

You are authorised to terminate the relationship. We can do so as well. Termination means that the relationship is ended and all current agreements are settled as quickly as possible.

1. You may terminate the relationship between you and us. We can do so as well. It is not a condition

that you are in default with regard to an obligation in order for this to occur. When we terminate the relationship, we adhere to our duty of care as specified in Article 2 paragraph 1 of the GBC. Should you inquire as to why we are terminating the relationship, we will inform you in that respect.

2. Termination means that the relationship and all on-going agreements are terminated. Partial termination is also possible. In this case, for example, certain agreements may remain in effect.
3. If there are provisions for the termination of an agreement, such as a notice period, they shall be complied with. While the relationship and the terminated agreements are being settled, all applicable provisions continue to remain in force.

## Article 36 - Transfer of contracts

Your contracts with us can be transferred if we transfer our business.

We can transfer (a part of) our business to another party. In that case, we can also transfer the legal relationship that we have with you under an agreement with you. Upon the GBC becoming applicable, you agree to cooperate in this matter in advance. The transfer of the agreement with you is also called a transfer of contract. Naturally, you will be informed of the transfer of contract.

## Article 37 - Amendments and supplements to the General Banking Conditions

This article indicates how amendments of and supplements to the GBC occur.

The GBC can be amended or supplemented. Those amendments or supplements may be necessary because of, for example, technical or other developments. Before amendments or supplements come into effect, representatives of Dutch consumer and business organisations will be approached for consultation. During these consultations, these organisations can express their opinions on amendments or supplements and about the manner in which you are informed about them.

Amended or supplemented conditions will be filed with the Registry of the District Court in Amsterdam and will not come into effect until two months after the date of filing.



## Client Relationship Conditions

This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation. For the Dutch document "Algemene Voorwaarden ABN AMRO Bank NV" go to [abnamro.nl/voorwaarden](https://abnamro.nl/voorwaarden)

### I. Definitions

The following definitions are used in these conditions:

| Term                                  | Meaning  |
|---------------------------------------|--|
| <b>You</b>                            | You as a client.   |
| <b>We</b>                             | ABN AMRO Bank N.V.   |
| <b>Client Relationship</b>            | The relationship between you, as the client, and us, as the bank, which includes all your Banking Services.  |
| <b>Banking Service</b>                | Each of our services, products, recommendations and facilities.  |
| <b>Communication</b>                  | Any announcement, declaration, conversation or other exchange of information.  |
| <b>Communication Channel</b>          | Any channel or method that can be used for Communications. Examples include Internet Banking, email, telephone / contact centre, in-person contact.  |
| <b>Internet Banking</b>               | The electronic environment we have set up for you as a secure, online Communication Channel between you and us.  |
| <b>ABN AMRO App</b>                   | The app, facilitated by us, that can be used for Internet Banking.   |
| <b>Client Identification</b>          | The check to establish someone's identity using a Means of Client Identification.  |
| <b>Means of Client Identification</b> | The means that, in the context of a particular procedure, you can use in Communications to (i) make yourself identifiable and/or (ii) place an electronic signature.<br><br>Examples include a security code (such as a password), a biometric identifier (your face or a fingerprint, for instance), or a secret digital key. |
| <b>Biometric Identification</b>       | The use of a biometric Means of Client Identification, such as a biometric identifier that has already been registered on your mobile device (your face or a fingerprint, for instance).   |
| <b>Form</b>                           | A standardised document that you complete for the purpose of a specific Communication from you to us. This document may also be an electronic document.  |

In the ABN AMRO Client Relationship Conditions, (i) the use of the singular also includes the plural, and vice versa, and (ii) any references to a person of a specific

gender include all persons regardless of their gender. The above does not apply, however, in cases where that is evident in view of the meaning of the text.

## II. Applicable conditions

### Article 1 - Which conditions apply?

#### 1. Basic rules for your Client Relationship

The General Conditions of ABN AMRO Bank N.V. are applicable to your entire Client Relationship and consist of two parts:

1. General Banking Conditions
  2. ABN AMRO Client Relationship Conditions
- Part 1 is also used by other banks; part 2 is our own supplement to part 1. Both parts contain basic rules applying to the entire Client Relationship.

In addition to the General Conditions of ABN AMRO Bank N.V., other basic rules may be applicable to the entire Client Relationship (in the form of an ABN AMRO Client Relationship Information Sheet, for example). These basic rules are usually more specific, and they may vary depending on the client group. Different versions may therefore exist for each client group.

#### 2. Specific rules for each Banking Service

In order to take out a Banking Service from us, you must enter into an agreement with us for that Banking Service. This Banking Service agreement usually includes an appendix with terms and conditions that contain more detailed rules relating to the Banking Service. For example, in order to take out a loan, you must enter into a loan agreement, which includes loan conditions. The terms and conditions for the Banking Service may also consist of different parts. For example, in the case of mortgages they consist of a general part applying to all types of mortgages and a special part specifically for your type of mortgage. An information sheet containing terms and conditions for the Banking Service might also apply.

The following conditions also apply:

- a. We may refuse to provide a Banking Service to you or we may attach additional conditions to that Banking Service. This also applies if you have already taken out other Banking Services from us.
- b. If the agreement does not have a fixed term, the agreement applies for an indefinite period of

time. In that case the agreement may be terminated, by you or by us, by giving notice.

If no notice period has been agreed, a reasonable notice period applies.

- c. If the Banking Service agreement ends, the provisions of that agreement and the terms and conditions for the Banking Service will remain applicable to the settlement process.

#### 3. Rule regarding document precedence

It is possible that inconsistencies exist between different documents containing terms and conditions. Where such inconsistencies exist, the Banking Service agreement takes precedence, followed by the terms and conditions for that Banking Service, the Client Relationship Information Sheet, the ABN AMRO Client Relationship Conditions, and finally the General Banking Conditions. If you are a consumer, you may invoke the exception set out in Article 1 of the General Banking Conditions.

### Article 2 - Amendment of conditions

We may amend the basic rules governing your Client Relationship at any time. By 'amend', in this context we mean:

- a. amend or supplement the ABN AMRO Client Relationship Conditions; and/or
- b. introduce, modify or supplement other basic rules applying to the Client Relationship, for example in the form of an ABN AMRO Client Relationship Information Sheet.

When using this authority to make amendments, we must make sure that the amendments do not unfairly damage you.

You will be notified of the amendments no later than two months before their effective date. The amendments will come into effect automatically on the effective date. You can avoid this by terminating the Client Relationship by the effective date in accordance with Article 35 of the General Banking Conditions. If you do not terminate the Client Relationship, this means that you accept the changes.

This article is not applicable to amendments to the General Banking Conditions.

## Article 3 - Obligations relating to Client Relationship

Within the national and international financial system, banks have an important role in society. That is why banks have to comply with strict requirements imposed by legislation, regulations, regulators and other authorities. Examples include requirements relating to (i) client due diligence to prevent money laundering and terrorist financing and (ii) the transition to a more sustainable society. We also have the ambition of making a contribution in these areas.

The requirements we must comply with are specified in our policies, as are our social ambitions. These requirements and our policies may change from time to time, for example as a result of changes in regulations, common opinion or scientific insights.

These requirements and our policies may impose obligations on us and conditions on you as part of the Client Relationship. You must ensure that we can fulfil these obligations and that you fulfil the conditions imposed on you, including the provision of information. If you do not, the consequence for you may be that our offer of new Banking Services is restricted, or that we will modify or terminate the existing Banking Services or terminate the Client Relationship.

## III. Identity, client identification, communication and security

### Article 4 - Identity check, Client Identification and Communication

Banks are required by law to know who their clients are, which is why your identity is established and verified as part of the client acceptance process. We sometimes repeat this in the course of the Client Relationship. You must cooperate in the establishment and verification of your identity in the manner indicated by us, and follow our instructions.

It is also necessary that we are able to identify you when Communications are sent between you and us. If we ask, you must make yourself identifiable using Means of Client Identification designated by us. This is essential so that we can give you access to your Banking Services.

You may use for your Communications with us the Communication Channels that we have made available to you for this purpose. Please read our Communications to you as soon as possible. If you have any objections or complaints or discover any errors, please notify us immediately.

### Article 5 - Internet Bankieren and the ABN AMRO App

As standard practice, we make Internet Banking available to you as a Communication Channel. To use this with an ABN AMRO App, you must first install the app on your device. The following conditions also apply:

- a. The use of Internet Banking is strictly personal.  
You must not allow someone else to use it pretending to be you, even if that person is known to you.
- b. To use Internet Banking, you must log in. To do this, you must prove your identity using a Means of Client Identification designated by us. Whenever you use Internet Banking you must keep the device with you to prevent misuse by another person.
- c. You can use Internet Banking, within the parameters set by us, for your Communications to us. Examples include instructions, applications for Banking Services, and notification of a change of address.
- d. If you are a user of Internet Banking, we may also use Internet Banking to send you our Communications, such as account statements, information, declarations, documents, or the text of general conditions or terms and conditions (or amendments to them). Please read these Communications as soon as possible. If we send you Communications on paper at your request, additional costs may be charged.
- e. You are responsible for the equipment, software and internet connection you require to use Internet Banking.

### Article 6 - Means of Client Identification

Means of Client Identification are strictly personal. This means that only you may use your Means of Client Identification, and you must not allow any other person, including someone you know, to use your Means of Client Identification. If you have an authorised representative or other representative, they will need their own Means of Client Identification. When you use your Means of Client Identification, you must follow the instructions we provide in the procedure prescribed by us.

The various types of Means of Client Identification may differ in terms of their security and usage possibilities, which are constantly evolving. We determine which Means of Client Identification you can use in specific situations and which rules apply. When we do this, we take account of factors such as the nature of the Communication and its importance. We may also use your valid identity document to check your identity.

We may terminate the use of existing Means of Client Identification and introduce new Means of Client Identification. We may also withdraw or replace any Means of Client Identification with a period of validity assigned by us before that period of validity ends.

We may block or restrict the use of a Means of Client Identification, either temporarily or permanently, in the following situations:

- a. In the event of the incorrect use of the Means of Client Identification.
- b. In the event of the unauthorised use of the Means of Client Identification, or if there is a realistic chance of unauthorised use.
- c. If you fail – or are likely to fail – to perform an obligation to us.
- d. If your assets with us are the subject of an attachment; or in the event of an application for – or pronouncement of – your bankruptcy or insolvency, suspension of payments, statutory debt restructuring, or other insolvency arrangement.
- e. If you become the subject of a guardianship order, or if some or all of your assets have been placed under administration, or you have lost control over your assets in any other way.
- f. If your Client Relationship with us is terminated.
- g. If there any other reasonable grounds exist for this.

We will release or replace the Means of Client Identification at your request as soon as there is no longer any reason for it to be blocked.

## Article 7 - Biometric Identification

In the case of Biometric Identification, you use a biometric identifier, such as a biometric identifier registered on your mobile device (your face or a fingerprint, for instance) as a biometric Means of Client Identification. In that case, you agree with us that you

wish to use this identifier for Client Identification purposes and/or for placing electronic signatures (to approve a payment, for instance).

As a security requirement, you must ensure that only your own identifier (such as your face or fingerprint) – and no identifier belonging to anyone else – is registered on your device. This is necessary to prevent the other person from misusing Biometric Identification in order to pretend to be you.

## Article 8 - Approval and signature

We may ask you to place your signature to confirm that you agree with the content of your Communication, for example when you apply for a Banking Service, issue an instruction, notify us of a change of address or provide another declaration.

When you sign a Communication that is printed on paper, you must place your handwritten signature. When you sign an online Communication, you place an electronic signature that has been accepted by us. In many cases, you can also place your signature using the Means of Client Identification used in the Client Identification process.

## Article 9 - Storage and evidence

You are responsible for storing the Communications exchanged with us, such as messages, declarations and agreements. We recommend that you make a copy of such Communications immediately.

If, for example, you enter into an agreement or submit an application to us through Internet Banking or the ABN AMRO App, you must immediately save or print the agreement or application and the applicable terms and conditions. We are not required to keep them available for you online.

Communications that we place for you in your Internet Banking environment or ABN AMRO App may be deleted after some time. If you want to save a Communication, you must download it and save it yourself.

The record of a Communication stored by us serves as conclusive evidence against you. You may provide evidence to the contrary.

## Article 10 - Security obligations

You must fulfil with the following security obligations:

### 1. Secure, reliable equipment:

You must ensure that you use reliable equipment, with legal, up-to-date software and proper, up-to-date security against viruses, malicious software (such as malware, spyware) and other misuse, for Internet Banking, the ABN AMRO App and any other electronic Communication Channels.

### 2. Means of Client Identification

Your Means of Client Identification must be used only by you. You must not allow another person to use your Means of Communication. You must treat your Means of Client Identification carefully, keep them secure and out of the reach of unauthorised persons, and take all reasonable precautions to prevent unauthorised persons from misusing them. You must regularly check that you have exclusive control over your Means of Client Identification. If you lose or no longer have exclusive control over a Means of Client Identification, you must notify us immediately.

### 3. Security codes

If your Means of Client Identification is a security code, you must also comply with the following security rules:

- a. You must never let anyone else know the security code. This includes family members, housemates, colleagues and our employees. You must make sure that no one can watch you enter the security code and that no one can make a copy of the security code.
- b. You must not write down or save the security code. If you make a note to prompt your memory, it must not be possible to figure out the security code from that note.
- c. You must notify us immediately if you know, or have reason to suspect, that someone else knows or may know your security code.
- d. If you choose your security code, you must not choose a security code that is obvious or can be guessed easily.

## Article 11 - Processing

We may require that you use our digital or paper Forms for your Communications to us to ensure they are processed properly. Forms that bear your name must be used only by you. Any other use counts as unauthorised use, even if you have given your consent for that use.

You accept that we need to be allowed a reasonable amount of time to process and respond to your Communications.

## Article 12 - Current contact details

You must ensure that we always have your current contact details, such as your address, email address and telephone number. You must notify us of any changes immediately. If you do not, we may assume that the last contact details provided to us are still correct. If you miss a Communication because we do not, or no longer have, the correct contact details, the risk is borne by you.

## IV. Basic rules governing banking services, and miscellaneous

### Article 13 - Instructions

When you issue an instruction to us, we will send you a message informing you whether we accept your instruction. This acceptance may also be evident from the execution of the instruction. Once you have sent your instruction, you cannot retract it unless this is required under mandatory law. In other situations, you may ask us if we are able to stop the instruction from being executed. That is sometimes possible. If, however, the instruction is still executed, you will be bound by that.

### Article 14 - Obligations, rights and powers

We may defer fulfilment of an obligation if we have reasonable doubt as to:

- a. the existence and/or enforceability of the obligation
- b. the content of the obligation
- c. the authority of the party demanding fulfilment
- d. whether the requested fulfilment would discharge the obligation; and/or
- e. whether the requested fulfilment is admissible pursuant to legislation and regulations.

Rights, powers or obligations that we agree with you do not affect other rights, powers or obligations that also exist or may exist. Rights or powers cannot be construed as obligations.

If we give you permission (temporary or otherwise) not to comply with your obligation, that obligation will still exist. If we do not make use of a right or power (temporarily or otherwise), this does not mean that we relinquish that right or power.

### **Article 15 - Force majeure**

In circumstances of force majeure we are not required to fulfil our obligations to you. We are not liable for any damage or loss you suffer as a consequence.

Force majeure includes circumstances in which it is impossible to fulfil obligations in the normal manner but no other manner exists or the only other manner is significantly onerous for us. Examples include wars, international conflicts, terrorist attacks, crimes, nuclear disasters, natural disasters, epidemics or pandemics, internet outages and outages affecting public services.

We must, however, take reasonable precautionary measures to avoid situations in which we rely on force majeure.

### **Article 16 - Liability**

We are in no way liable for your indirect damage and consequential losses. Any such damage and losses are for your own account and risk. Examples of indirect damage and consequential losses include:

- a. lost profit and lost savings
- b. additional operating costs that you incur
- c. a loss or damage suffered by a third party as a result of a failure on your part
- d. reputational damage.

We cannot invoke this limitation of liability insofar as the damage or loss is caused by deliberate intent or recklessness on our part.

### **Article 17 - General information and registration**

You cannot rely on general information from us that is not specific to you. We may stop providing such information at any time.

The bank participates in various registration systems, such as systems that keep records of loans and payment arrears or fraud.

## **V. Your current account or other bank account**

### **Article 18 - Bank account, amounts owed between you and us, currency exchange**

A bank account you have with us may be overdrawn only if you remain within a specific limit that you agreed with us in advance. You are responsible for ensuring you comply with this. If you have an unauthorised overdraft, you must immediately make up the shortfall. We are not required to ask you to do this. If the execution of an instruction results in an unauthorised overdraft, we may refuse or cancel execution of that instruction.

We may credit amounts we owe you to – and debit amounts you owe to us from – a bank account in your name at any time. We may also open a bank account in your name for this purpose.

Amounts we owe to you in respect of a current account or savings account cannot be transferred or pledged to any party other than us, unless we have given express prior written consent.

We convert currency at the exchange rate we set at the time of execution. If a sum to be credited to a bank account is in a currency other than the currency of that account, we may convert that sum to the currency of that account.

### **Article 19 - Power of attorney**

It is possible that you might grant someone a power of attorney for your bank account. Unless that power of attorney specifies otherwise, your power of attorney will in any event include the following:

- a. Your authorised representative may use Internet Banking and the ABN AMRO App to access the account.
- b. Your authorised representative's right to access account information relating to that account is the same as your right to access that information.
- c. Your authorised representative may make full use of all the funds (the credit balance) and available credit



(from credit facilities) in the account to make all possible kinds of payment transactions.

- d. If you have a securities account, your authorised representative may issue instructions to buy or sell securities within the limits, and in accordance with the terms and conditions, that are applicable to you.

Examples of bank accounts include current accounts, savings accounts and securities accounts.

## Article 20 - Joint current account

If you and one or more others have a current account with us, you are the co-account holders of a joint current account. The following rules apply to you as co-account holders:

### a. Use of funds and available credit

Each of you may approve payment transactions. If there is a balance in the account, or if an overdraft has been arranged, then all of the funds and available credit may be used by you, together or individually, to make payment transactions. As joint account holders, you make your own arrangements about how you will pay each other for the use of the funds and available credit. We have no involvement in this.

#### An example:

You are the joint account holders of a current account with a balance of € 1,000. Imagine you have agreed between you that each of you is entitled to half of the balance. In that case, too, the agreement with us is that either of you may use the entire balance (this means that the other person will no longer be able to do so). You are personally responsible for making your own arrangements for settling up with each other to ensure that each of you receives half of the balance.

### b. Joint and several liability

Each of you is jointly and severally liable for any overdraft in the account. Each of you must therefore repay this overdraft to us in full as if it were your own debt. If one of you makes a payment to repay this overdraft, we can no longer claim that payment from the other account holder. You make your own arrangements for settling up with each other to deal with the consequences of joint and several liability.

### An example

You and another person have a current account with an overdraft of € 500. Imagine you have agreed between you that each of you has to repay half of that overdraft. Despite this, based on our relationship with you we can still demand payment of the full amount of € 500 from each of you (in which means the other account holder will not have to pay). You are personally responsible for making your own arrangements for settling up with each other to ensure that each of you repays half of the overdraft.

The following also applies with respect to this joint and several liability:

1. If we can demand early repayment of the debt from one of you, then this liability for early repayment applies to all of you.
2. If you repay part of the debt, this will not entitle you to any security we may hold for that debt.
3. You may only invoke cancellation or deferral of payment of the debt if our cancellation or deferral is explicitly addressed to you.
4. You waive all means of defence accruing to debtors who are jointly and severally liable.

### c. Actions

Each of you, as the account holder, may perform any acts (including legal acts) that are or may be relevant for the fulfilment of the account agreement and the related Communication with us. You are all bound by the consequences of each other's acts. If one of you, for example, grants someone a power of attorney for the account or passes on a change of address to us, the rest of you are also bound by this act. If we have a reasonable interest in doing so, we may demand that you confirm each other's acts before we execute them.

### d. Communications

Communications from us to one of you, or from one of you to us, are deemed to be exchanged between us and all of you. You are personally responsible for immediately informing each other about these Communications.



**e. Termination**

An account holder can only terminate the agreement insofar as it applies to that account holder. If the agreement is terminated for all of the account holders, this Article remains in force during the settlement procedure.

**f. Partial termination**

It is also possible that the agreement is terminated for one account holder, and another account holder continues with the agreement. In that case, the following applies:

1. We may terminate any authorised overdraft and demand repayment of any overdraft. In this case, we are not required to observe any notice period.
2. The account holder for whom the agreement is terminated will not be an account holder once the agreement has been terminated. This means the account holder will no longer make use of the funds and available credit in the account or approve payment transactions. The account holder will only remain jointly and severally liable for the overdraft that already existed at the time of termination and for any debts that are subsequently accrued. By debts that are subsequently accrued, we mean debts that are the result of the settlement of a legal relationship that is connected with the account and already existed at the time of termination. Examples include a bank guarantee that is covered by the funds and available credit in the account.

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ABN AMRO Bank N.V. has its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, the Netherlands.

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ABN AMRO Bank N.V.'s internet address is [abnamro.nl](http://abnamro.nl)

# Consumer Payment Services Conditions



January 2026

# Contents Consumer Payment Services Conditions

## 1. About these conditions

- 1.1 To what do these conditions apply?
- 1.2 Do other conditions also apply?
- 1.3 Does the Deposit Guarantee Scheme apply?

## 2. Current account

- 2.1 What can you and the bank use the payment account for?
- 2.2 For whom is this account intended?
- 2.3 What rules apply to access to online channels?
- 2.4 How is a joint account different?
- 2.5 Do you have to pay for a current account?
- 2.6 What is an overdraft, and does your current account offer an overdraft facility?
- 2.7 What happens if you make a payment that results in an unauthorised overdraft?
- 2.8 Do you have to pay interest if you have an overdraft (such as an unauthorised overdraft)?
- 2.9 What is an authorised representative permitted to do?
- 2.10 How many current accounts and debit cards (including digital debit cards) can you have with us?
- 2.11 Will you receive interest or pay interest on the balance in your current account?
- 2.12 How do we inform you about interest rates, balance tiers and related changes?
- 2.13 Which exchange rates apply to the current account?

## 3. What are means of client identification?

- 3.1 Signature
- 3.2 Debit card and PIN
- 3.3 Digital debit card with security code or other means
  - 3.3.1 Paying with a wearable
  - 3.3.2 Paying with Apple Pay
  - 3.3.3 Paying with Google Pay
  - 3.3.4 Paying with a linked debit card
  - 3.3.5 Paying with Click to Pay
- 3.4 Use of the five-digit identification code
- 3.5 Use of fingerprint and facial recognition (Face ID)
- 3.6 Manual entry of card details
- 3.7 Where can you find information about means of client identification and security?

## 4. Payment transaction instruction

- 4.1 How soon will your instruction be executed?
- 4.2 What date applies as the instruction date?
- 4.3 Is an instruction always executed?
- 4.4 What happens if the beneficiary has not received the payment?
- 4.5 Are payment transactions subject to limits?
- 4.6 What rules apply to payment transactions in currencies other than the euro?
- 4.7 What rules apply to instructions issued through a payment initiation service provider?

## 5. Account statements

- 5.1 What is an account statement?
- 5.2 How often will you receive an account statement?
- 5.3 Do you want us to share your account information with an account information service provider?

## 6. Security and risk distribution

- 6.1 How does the bank ensure you can use the banking channels and banking resources securely?
- 6.2 What Security Rules must you follow?
- 6.3 How can you limit a loss due to unauthorised use?
- 6.4 Who bears the risk of unauthorised use?

## 7. Indirect loss and consequential loss

## 8. Cash withdrawals and deposits

- 8.1 What is a cash withdrawal and how do you withdraw money?
- 8.2 What is a cash deposit and how do you deposit money?
- 8.3 Do any limits and costs apply to cash withdrawals and deposits?

## 9. Transfers

- 9.1 What is a transfer and which types of transfers are there?
- 9.2 What rules apply to transfer instructions?
- 9.3 What is the IBAN-Name Check and when is a notification triggered?

**10. Direct debit**

- 10.1 How does a direct debit work?
- 10.2 Can a direct debit payment be refunded?
- 10.3 Can you block or stop direct debit payments?

**11. Payment at a point-of-sale terminal**

- 11.1 How do you pay at a point-of-sale terminal?
- 11.2 When can you pay without your PIN?
- 11.3 How do you use a digital debit card to pay at a point-of-sale terminal?
- 11.4 How do you receive payments at a point-of-sale terminal?

**12. Payment online**

- 12.1 How does paying online with iDEAL work?
- 12.2 What is an iDEAL profile?
- 12.3 How does paying online using Wero work?
  - 12.3.1 What is Wero?
  - 12.3.2 What rules apply when payments are made using Wero?
  - 12.3.3 What are the rules for sharing addresses via Wero?
- 12.4 How do you use your debit card (or digital debit card) to make online payments via websites and mobile applications?

**13. Disputing payments made using Wero**

- 13.1 What rules apply when disputing payments made using Wero?

**14. Disputing debit card payments**

- 14.1 What rules apply when disputing debit card payments

**15. What rules apply to payments initiated by the beneficiary, and not by you?****16. Payment Services Information Sheet / sending of information****17. How do we communicate with you?****18. Adjusting the conditions and terminating the payment account**

- 18.1 When are we allowed to adjust these conditions?
- 18.2 How do we inform you about amendments to these conditions?
- 18.3 When can you terminate a current account?
- 18.4 When can we terminate a current account?
- 18.5 What happens to the money in a current account when the account is terminated?
- 18.6 What happens to any interest that you owe or are owed when the current account is terminated?

## Glossary of terms Consumer Payment Services Conditions

| Term                                       | Meaning   |
|--|---|
| <b>Bank</b>                                | ABN AMRO BANK N.V. or – if this is clear from the text – another payment service provider involved in the execution of a payment transaction. Where the bank uses ‘we’ in these Payment Services Conditions, this also refers to the bank.  |
| <b>Debit card</b>                          | a card issued by the bank that bears the Mastercard or Maestro logo, and for which a PIN is also issued. A credit card is not a debit card as meant here. A debit card can also be a digital debit card as described in these Payment Services Conditions. A debit card bearing the Mastercard logo also specifies the card number. |
| <b>Beneficiary</b>                         | the person for whom a payment is intended.  |
| <b>Current account</b>                     | an account you have with the bank that is intended for payment transactions.  |
| <b>Payment account</b>                     | an account you have with the bank that is intended for the execution of payment transactions.   |
| <b>Payment transaction</b>                 | a payment transaction may be a cash deposit, a cash withdrawal, a transfer, a direct debit, a payment made at a point-of-sale terminal, or an online payment made through a website or mobile application (app).  |
| <b>Payment initiation service provider</b> | a payment service provider offering you a service for initiating a payment instruction from your current account.   |
| <b>Communication channel</b>               | the meaning is described in the Client Relationship Conditions. Examples of communication channels are post, telephone and internet.  |
| <b>Currence</b>                            | Currence Holding B.V. is the product owner and brand owner of various Dutch and other payment products, including iDEAL. Currence sets rules for the use of iDEAL and monitors compliance with those rules.   |
| <b>Geldmaat</b>                            | a joint venture between ABN AMRO, Rabobank and ING for a joint ATM network.   |
| <b>Geldmaat ATM</b>                        | a cash withdrawal and/or deposit machine operated by Geldmaat.  |
| <b>Payment Services Information Sheet</b>  | the written or electronic Consumer Payment Services Information Sheet.  |
| <b>Internet Banking</b>                    | a secure electronic environment created for you with which you and the bank can send each other information or other messages. For example, you can use Internet Banking to give the bank a payment instruction or receive an account statement from the bank.  |
| <b>Card details</b>                        | the details shown on your debit card bearing the Mastercard logo that enable you to make payments. These details are the card number on the front of the card and the CVC code and expiry date on the back.   |
| <b>Means of customer identification</b>    | the meaning is described in the Client Relationship Conditions. An example of a means of client identification is the debit card plus PIN.  |
| <b>Mastercard</b>                          | Mastercard Inc. is a company that authorises banks and other parties across the world to issue debit cards and point-of-sale terminals, sets rules for those devices, and facilitates payments made using those devices.  |

| Term  | Meaning  |
|---|--|
| <b>Mastercard ID Check</b>                  | an extra check that the bank can apply to online payments made with your debit card bearing the Mastercard or Maestro logo. This allows the bank to check that it really is you making the payments.   |
| <b>Mobile Confirmation</b>                  | confirmation of an instruction in Internet Banking that is provided by logging in to the ABN AMRO app.   |
| <b>Instruction date</b>                     | the date on which the bank receives an instruction to execute a payment transaction or the date that applies as the instruction date in accordance with Article 4.2.   |
| <b>PIN</b>                                  | a personal identification number that you can use in combination with the debit card.  |
| <b>Account information</b>                  | account number, name of account holder, and all transactions shown on your account statements.   |
| <b>Account information service provider</b> | a payment service provider offering you an online service to provide information relating to your current account.   |
| <b>Reservation</b>                          | a reservation is an amount temporarily held in your account by the bank. The bank may do this if you enter a payment obligation with a seller using your physical or digital debit card to make a purchase, and the purchase amount cannot yet be definitively determined and/or the delivery date at the time of purchase is in the future and/or unknown. The bank may also do this when you rent a car or book a hotel. |
| <b>SEPA area</b>                            | the Single Euro Payments Area. This area consists of the countries of the European Union, the United Kingdom, Norway, Iceland, Liechtenstein, Monaco, San Marino, Switzerland and the Vatican City, among others. For more information, please visit <a href="https://abnamro.nl">abnamro.nl</a> or ask the bank.  |
| <b>Payment Services Conditions</b>          | the written or electronic Consumer Payment Services Conditions.  |
| <b>Banking day</b>                          | any day on which the payer's bank or the beneficiary's bank is open for the activities necessary for the performance of a payment transaction. More information can be found in the Payment Services Information Sheet.  |

# Consumer Payment Services Conditions

This is a translation of the original Dutch text and is furnished for the customer's convenience only. No rights may be derived from this translation. The original Dutch text is binding and will prevail in all cases where the two versions diverge.

## 1. About these conditions

### 1.1 To what do these conditions apply?

The Payment Services Conditions apply to the following banking services:

- Your current account
- Your means of client identification
- Your payment transactions

These are referred to in these conditions as payment services.

### 1.2 Do other conditions also apply?

In addition to these conditions, the following also apply:

- The General Conditions of ABN AMRO Bank N.V. These consist of the General Banking Conditions and Conditions and the Client Relationship Conditions.
- The Consumer Payment Services Information Sheet (Payment Services Information Sheet). This contains rates, additional rules and information on the topics covered in these Payment Services Conditions.

### 1.3 Does the Deposit Guarantee Scheme apply?

Any balance on the bank's payment accounts is protected by the Dutch Deposit Guarantee Scheme. This protection applies up to a maximum of € 100,000. For the purposes of this scheme, the balances of all your current accounts with us are added up. This maximum amount applies separately to each account holder. Any balance on a joint account counts for an equal part in the calculation of the protected balance for each joint account holder.

For more information, exceptions and examples, please visit <https://www.abnamro.nl/en/personal/overabnamro/depositogarantiestelsel.html>. See also the Deposit Guarantee Scheme Information Sheet.

## 2. Current account

### 2.1 What can you and the bank use the payment account for?

#### Payment transactions

You can use your current account for payment transactions. The bank will credit or debit your payment transactions to or from your current account. The bank may also do this for other sums that you are owed by or you owe to the bank.

#### Setting money aside

If you enter a payment obligation using a debit card (such as a digital debit card) and the amount payable cannot be definitively determined yet, and/or the delivery date at the time of purchase is in the future and/or unknown, the bank may set aside money in your account. This also applies when you approve a Wero payment, regardless of whether the amount in question has been definitively determined and/or whether the delivery date is known or not. You may only enter into a payment obligation if the balance in your account (including any credit limit) is sufficient. You authorise the bank in advance to set money aside in your account in the event of a payment obligation as referred to above. Setting money aside ensures that the balance in your account at the time of purchase is sufficient to meet your payment obligation. Setting money aside reduces the available balance in your account. It also results in the bank having a claim against you that is equal to the amount set aside. This claim only becomes final at the time you have to fulfil your payment obligation. At that time, the bank will permanently debit this amount from your account. If the amount to be settled is less than the amount set aside, the remainder will cease to be set aside. The money will also cease to be set aside if the amount is not settled and:

- a. the payment obligation you have entered into with the seller expires without the seller extending the payment obligation; or
- b. the seller allows the payment obligation to expire. Your transaction summary in Internet Banking and the ABN AMRO app shows your outstanding reservations and the amounts.



## 2.2 For whom is this account intended?

You may only use the current account as a private individual (consumer). This means that you may use the account for yourself as a private person and not for your profession or business. The bank has other accounts for these purposes, with different conditions. If you do not use the current account as a consumer, you cannot invoke these Payment Services Conditions.

## 2.3 What rules apply to access to online channels?

This account gives you automatic access to Internet Banking. You can also use the ABN AMRO app for your banking needs if you install it on your smartphone or tablet. If you appoint an authorised representative for the account, it is up to you, as the account holder, to decide whether this authorised representative can use Internet Banking or the ABN AMRO app.

## 2.4 How is a joint account different?

(The text below is the same as Article 20 of the ABN AMRO Client Relationship Conditions) The following additional rules apply to you as joint account holders of that account:

### a. Use of funds and available credit

Each of you may approve payment transactions. If there is a balance in the account, or if an overdraft has been arranged, then all of the funds and available credit may be used by you, together or individually, to make payment transactions. As joint account holders, you make your own arrangements about how you will pay each other for the use of the funds and available credit. We have no involvement in this.

#### Example

You are the joint account holders of a current account with a balance of € 1,000. Imagine you have agreed between you that each of you is entitled to half of the balance. In that case, too, the agreement with us is that either of you may use the entire balance (this means that the other person will no longer be able to do so). You are personally responsible for making your own arrangements for settling up with each other to ensure that each of you receives half of the balance.

### b. Joint and several liability

Each of you is jointly and severally liable for any overdraft in the account. Each of you must therefore repay this overdraft to us in full as if it were your own debt. If one of you makes a payment to repay this overdraft, we can no longer claim that payment from the other account holder. You make your own arrangements for settling up with each other to deal with the consequences of joint and several liability.

#### Example

You and another person have a current account with an overdraft of € 500. Imagine you have agreed between you that each of you has to repay half of that overdraft. Despite this, based on our relationship with you we can still demand payment of the full amount of € 500 from each of you (in which means the other account holder will not have to pay). You are personally responsible for making your own arrangements for settling up with each other to ensure that each of you repays half of the overdraft.

The following also applies with respect to this joint and several liability:

1. If we can demand early repayment of the debt from one of you, then this liability for early repayment applies to all of you.
2. If you repay part of the debt, this will not entitle you to any security we may hold for that debt.
3. You may only invoke cancellation or deferral of payment of the debt if our cancellation or deferral is explicitly addressed to you.
4. You waive all means of defence accruing to debtors who are jointly and severally liable.

### c. Actions

Each of you, as the account holder, may perform any acts (including legal acts) that are or may be relevant for the fulfilment of the account agreement and the related Communication with us. You are all bound by the consequences of each other's acts. If one of you, for example, grants someone a power of attorney for the account or passes on a change of address to us,

the rest of you are also bound by this act. If we have a reasonable interest in doing so, we may demand that you confirm each other's acts before we execute them.

#### d. Communications

Communications from us to one of you, or from one of you to us, are deemed to be exchanged between us and all of you. You are personally responsible for immediately informing each other about these Communications.

#### e. Termination

An account holder can only terminate the agreement insofar as it applies to that account holder. If the agreement is terminated for all of the account holders, this Article remains in force during the settlement procedure.

#### f. Partial termination

It is also possible that the agreement is terminated for one account holder, and another account holder continues with the agreement. In that case, the following applies:

1. We may terminate any authorised overdraft and demand repayment of any overdraft. In this case, we are not required to observe any notice period.
2. The account holder for whom the agreement is terminated will not be an account holder once the agreement has been terminated. This means the account holder will no longer make use of the funds and available credit in the account or approve payment transactions. The account holder will only remain jointly and severally liable for the overdraft that already existed at the time of termination and for any debts that are subsequently accrued. By debts that are subsequently accrued, we mean debts that are the result of the settlement of a legal relationship that is connected with the account and already existed at the time of termination. Examples include a bank guarantee that is covered by the funds and available credit in the account.

### 2.5 Do you have to pay for a current account?

Yes, you pay an amount each month for your current account. The amount you have to pay can be found in the Payment Services Information Sheet. We may adjust the price for, for example, one of the following reasons:

- Technological developments. For example, the cost of improving security;
- Changes in the law. For example, changes in legislation and regulations;
- Changes in the interpretation or application of the law or in the viewpoint of a supervisory authority or other competent authority;
- A change in the supply of our products and services or of our processes. For example, the modernisation of computer systems.
- Changes in the costs that other parties charge us for certain services provided by the bank. For example, the costs of payment transactions;
- Any other change in circumstances or opinions that causes us to have a reasonable interest in a change. For example, a change in our competitive position or our revenue model.

If you do not agree with the price adjustment, you can close your current account. To give you the chance to do so, we will send you a message through one of our communication channels at least two months before the date on which the price adjustment takes effect

The Payment Services Information Sheet contains information about accounts for which no costs is charged, such as the Young Person's Growth Account.

### 2.6 What is an overdraft, and does your current account offer an overdraft facility?

Your account is overdrawn if it contains less than zero euros. Your current account will then have a negative balance. That means you owe the bank money.

You may only use the overdraft facility if you have agreed this with the bank beforehand. This applies to reservations as well. If your account is overdrawn when this has not been agreed, this concerns an unauthorised overdraft. This is not permitted.

When this happens, you must ensure that the amount of the negative balance in the current account is paid in as soon as possible so that the balance becomes positive or at least € 0.

## 2.7 What happens if you make a payment that results in an unauthorised overdraft?

If the bank carries out a payment transaction for you, this may result in your current account becoming overdrawn. Your account may also become overdrawn because we debit interest or costs from your current account.

If this results in an unauthorised overdraft, you will automatically be in default. This means that you must ensure that the balance becomes zero or positive again as soon as possible. We do not need to ask you to do this. If a payment leads to an unauthorised overdraft, we may refuse to make a transfer or other payment transaction. In that case, we may also reverse an instruction that has already been performed.

## 2.8 Do you have to pay interest if you have an overdraft (such as an unauthorised overdraft)?

We may begin charging interest as soon as you start to use the overdraft facility, because borrowing money costs money. The current interest rate can be found at <https://www.abnamro.nl/en/personal/interest/index.html>. Reservations do not affect the interest calculation. The interest charged on an unauthorised overdraft may be variable. This means that we can always adjust the interest rate. The interest rate may change, as our costs can change due to all kinds of circumstances. If the interest rate goes up, an overdraft becomes more expensive. The interest rate for unauthorised overdrafts is never higher than the maximum cost of credit under the Cost of Credits (Loans) Decree.

## 2.9 What is an authorised representative permitted to do?

If you have granted a power of attorney to a third party, Article 19 of the Client Relationship Conditions applies. This states what the authorised representative may do on your behalf in any event, provided that there are no restrictions in the power of attorney. In addition, the authorised representative is permitted to approve direct debit mandates and give instructions to provide your account information to an account information service provider.

## 2.10 How many current accounts and debit cards (including digital debit cards) can you have with us?

You may have several payments accounts with us in your own name or jointly in your and your co-account holder's names. The bank can set a limit on the total number of current accounts that may be held in your name and may be held jointly in your and your co-account holders' names. You can read more about this in the Payment Services Information Sheet and at <https://www.abnamro.nl/en/personal/payments/fees/everyday-banking.html>

The bank may also impose a limit on the number of debit cards (including digital debit cards) that you may have. You can read about this in the Payment Services Information Sheet and at [abnamro.nl/fees](https://www.abnamro.nl/fees)

The bank may also refuse and/or withdraw one or more debit cards (including digital debit cards), or refuse an application for such a debit card, if:

- The limit for the maximum number of debit cards (including digital debit cards) has been reached
- You have violated or appear to have violated the law and/or these Conditions
- The bank believes that there is sufficient reason for this, for example to prevent or limit fraud.

In that case, we will let you know.

## 2.11 Will you receive interest or pay interest on the balance in your current account?

- The bank calculates interest on the balance in your account. The interest can be positive, negative or zero. We indicate interest as a percentage. Reservations do not affect the balance over which interest is charged.
- The bank can determine what interest rate is applicable above a certain balance. This results in balance tiers. The interest rates and balance tiers are not fixed. The bank may change these at any time. The bank will inform you of the level of the interest rate and changes in the interest rate in one of the following ways:
  - An announcement on <https://www.abnamro.nl/en/personal/interest/index.html>
  - A written or electronic message sent to you
  - If you request this information from the bank

- c. A balance tier may also apply to the balance of some of the current and/or savings accounts or all current and/or savings accounts in your name and in your and your co-account holder(s) names. We call this the total balance. If a balance is held with co-account holder(s), each co-account holder is assigned an equal portion of that balance for the purpose of calculating their total balance.
- d. In the case of specific circumstances, such as developments in the money and capital markets, the bank may charge negative interest on one or more balance tiers. If the interest rate is negative, you pay interest on a positive balance in your current and/or savings account.
- e. The balance in your account may decrease when negative interest is debited. The bank can debit negative interest on a monthly or quarterly basis. You are personally responsible for ensuring the balance in your current account is sufficient. If this results in an unauthorised overdraft, you must resolve this as soon as possible by ensuring that the balance becomes zero or positive again.
- f. If the interest rate is negative, the bank can debit the total interest due from one of your payment or savings accounts. More information can be found at <https://www.abnamro.nl/en/personal/interest/index.html>

## 2.12 How do we inform you about interest rates, balance tiers and related changes?

The current interest rates and balance tiers can be found at <https://www.abnamro.nl/en/personal/interest/index.html> or can be requested from the bank. The bank will inform you of any changes to the interest rates or balance tiers in one of the following ways:

- An announcement on <https://www.abnamro.nl/en/personal/interest/index.html>
- A written or electronic message sent to you
- If you request this information from the bank

The bank will announce the introduction of a negative interest rate at least two months in advance. The bank will also provide two months' advance notice of any adjustment to the balance tiers.

## 2.13 Which exchange rates apply to the current account?

The current account is only suitable for euros.

This means that, if money is transferred to this account in a different currency, this amount will be changed to euros.

If we receive an instruction in a currency other than euros and the bank service is not suitable for this, we may convert the instruction into an instruction in euros.

The exchange rate we use is determined daily. Changes in exchange rates take effect immediately after we have announced them. The Payment Services Information Sheet explains how to ask the bank for the exchange rates that apply to your current account. The bank may change the exchange rates at any time and without notifying you in advance.

## 3. What are means of client identification?

This article describes the means of client identification that can be used by you or your authorised representatives for identification purposes and to issue a declaration of agreement, for example, to agree to a payment instruction.

### 3.1 Signature

For written communications with the bank, your signature registered with the bank will be considered your means of client identification. For online communications, the means of client identification referred to in this Article 3 may be used.

### 3.2 Debit card and PIN

A debit card is a card issued by the bank with a 4-digit PIN. A debit card is also referred to as a bank card, payment card or cash card. The PIN is a 4-digit security code that belongs to your debit card.

Debit cards can be used at Geldmaat ATMs, cash withdrawal machines and point-of-sale (POS) terminals. You can also create security codes using the e.dentifier provided by the bank or other means communicated by the bank for Internet Banking and banking using the ABN AMRO app. Sometimes, you only need to

use the debit card (or digital debit card) and not the PIN (contactless payment). These Payment Services Conditions specify when this is the case.

### 3.3 Digital debit card with security code or other means

You can link a digital debit card to your current account and then use it as specified in these Payment Services Conditions. Similarly, the digital debit card may occasionally be used without needing to enter a code or pass another security measure, such as fingerprint or facial recognition. The bank supports the following digital debit cards:

- wearable,
- paying with Apple Pay,
- paying with Google Pay,
- paying with a linked debit card,
- paying with Click to Pay.

#### 3.3.1 Paying with a wearable

A wearable is a device that is worn on the body (such as a smartwatch) and contains a near-field communication (NFC) chip. A wearable can be used to make contactless payments in a similar way to your debit card. You arrange with the manufacturer of your wearable how you can approve payments with your digital debit card.

#### 3.3.2 Paying with Apple Pay

Apple Pay is a payment method that allows you to link a digital debit card from the bank to Apple devices (such as an iPhone, iPad, Mac or Apple Watch). How payments are authorised is determined together with Apple. For example, this can be done using the access code for your iPhone, iPad, Mac or Apple Watch, your fingerprint (Touch ID) or facial recognition (Face ID). Apple Pay is a registered trademark of Apple Inc.

#### 3.3.3 Paying with Google Pay

Google Pay is a payment method that allows you to link an ABN AMRO digital payment card to Android devices equipped with a near-field communication (NFC) chip, such as smartphones, tablets and smartwatches, on which Google Pay can be installed. You enter into agreements with Google on how to approve payments. Payment authorisation methods may include using the access code for your smartphone, tablet or

smartwatch, entering your fingerprint or using facial recognition software. Google Pay is a registered trademark of Google LLC.

#### 3.3.4 Paying with a linked debit card

You can link your digital debit card to specific sellers. You will link your debit card once only and in a secure manner, authorising the bank to make payments to that seller. For some payments, the bank may ask you to confirm the payment in order to verify your identity and the correctness of the payment (Mastercard ID Check). You can confirm the payment through the ABN AMRO app. You can find a summary of sellers linked to your debit card in your ABN AMRO app. You can also delete the link to your debit card link.

#### 3.3.5 Paying with Click to Pay

Click to Pay is a Mastercard service. You link your debit card to Mastercard once only when you make a payment to a seller that offers Click to Pay. This involves storing your card details and – if you wish – your address details with Mastercard. You can do this through Mastercard or the ABN AMRO app. When you make subsequent payments to the same or another seller, Mastercard always provides the seller with your card details and, if you wish, your address details so that you do not need to enter them again. You can then make payments to the seller. In doing so, you authorise the bank to make payments to that seller. For some payments, the bank may ask you to confirm the payment in order to verify your identity and the correctness of the payment (Mastercard ID Check). You can confirm the payment through the ABN AMRO app. You can delete your card details through Click to Pay or in the ABN AMRO App.

### 3.4 Use of the five-digit identification code

You can register your mobile phone or other device when you install the ABN AMRO app on it. Registering your device is a mandatory part of the security of our app. This will allow us to recognise you not only by your identification code, but also by the device with which you bank. You can only use the app if all of this information is correct.

The identification code is a 5-digit security code that you use to log in and, for example, transfer money to



the ABN AMRO app. When you use the ABN AMRO app for the first time, you choose your own Identification code. Keep your code secret! You use it for the ABN AMRO app. It can sometimes also be used as a means of client identification when using other channels, such as Internet Banking.

### **3.5 Use of fingerprint and facial recognition (Face ID)**

You can use your fingerprint along with software on your device for client identification purposes. This is called 'fingerprint' (Android) or 'Touch ID' (iOS). Only register your own fingerprint or face on your device

With Face ID, you use your face and facial recognition software on your device as a means of client identification. This is only possible with iOS.

You use these means of identification for banking with the ABN AMRO app. This is only possible if your device on which you have installed the app can do this and you have set this up in the ABN AMRO app. In some cases, you can also use it as a means of customer identification when using other channels, such as Internet Banking.

### **3.6 Manual entry of card details**

You can pay online on websites and mobile applications by manually entering the card details (card number, expiry date of your debit card, and CVC code) of your debit card with a Mastercard logo. By entering your card details and authorising the payment instruction, you automatically agree to the payment. As with your debit card PIN, it is important not to share your CVC code with others. For some payments, the bank may ask you to confirm the payment in order to verify your identity and the correctness of the payment (Mastercard ID Check). You can confirm the payment through the ABN AMRO app.

### **3.7 Where can you find information about means of client identification and security?**

The rules set out in the Client Relationship Conditions and the security rules set out in Section 1 of the Payment Services Information Sheet apply to the means of client identification. These rules also apply to the wearable, paying with Apple Pay, paying with

Google Pay, and Wero. This means that only you may use your wearable, smartphone (e.g. an iPhone) or other device (such as a tablet).

You must also prevent misuse by being careful with your access code on your smartphone or other devices. Do not share codes with others and only record your own fingerprint or face on your device.

## **4. Payment transaction instruction**

### **4.1 How soon will your instruction be executed?**

The bank will execute your payment instruction as soon as possible.

In most cases, the amount of a transfer can be credited to the beneficiary's account within a few seconds, even if the amount is to be transferred to an account at another bank. If this is possible, this will be indicated in Internet Banking or in the ABN AMRO app, and we will do this. This is only possible if the transfer is for an amount in euros and within the SEPA area, if the beneficiary's bank offers this possibility, and if the amount does not exceed the limit for this bank. If this possibility for direct execution exists, the transfer can be executed on all days of the week. If you do not want the transfer to be credited to the beneficiary's account within a few seconds, you must contact the bank.

If the transfer cannot be credited to the beneficiary's account within a few seconds, a maximum execution period for transfers in euros within the SEPA area applies. For these payment transactions in euros, the beneficiary's bank receives a transfer from your current account no later than the next banking day after the instruction date. In the case of payment transactions in currencies other than the euro made within the SEPA area, the execution period is up to four banking days. If you issue a written instruction, the period is extended by one banking day. If the bank has to convert the amount into another currency, another two banking days will be added to the execution periods.

Payment transactions to countries outside the SEPA area are executed by the bank within a reasonable period after the instruction date.

## 4.2 What date applies as the instruction date?

The date on which we receive an instruction for a transfer from you is the instruction date. There are exceptions to this, in which case the following rules apply:

- If the day on which we receive the instruction is not a banking day, the instruction date will shift to the next banking day. Transfers that can be credited to the beneficiary's account within a few seconds are processed on all days of the year.
- Because we need time to carry out your instruction, we may set times after which we can no longer execute your instruction on the same day. These times may vary depending on, among other things, the type of transfer and the way in which you issue the instruction. If we receive your instruction after these times, the instruction date will be the next banking day.
- If you issue a written instruction, you must send it to the address stated in the Payment Services Information Sheet. The written instructions are digitised once a day and then executed. The day on which the bank receives your written instructions in digital form will count as the instruction date.
- If you issue the instruction to execute a transfer at a later date, that later date counts as the instruction date. This may be different in the case of a standing order. If the next banking day falls in a different month, the instruction date for a standing order shifts to the last banking day of the month in question.
- If you do not have enough money in your account for a transfer instruction, we can try again later. We are not obliged to do so. In this case, the instruction date is the date on which we execute the instruction.
- If you make a payment using Wero, we will execute the instruction when the bank of the party you want to pay asks us to make the payment. The date on which we receive this request is the instruction date.

## 4.3 Is an instruction always executed?

The bank may always refuse or postpone the execution of an instruction or impose other restrictions on the current account if there is a reason for doing so, according to the bank. This is the case, for example, if fraud or abuse occurs or is suspected. If the bank does so, it will inform you of this.

Written instructions can only be issued using a transfer form prescribed by the bank. A fee may apply for this.

You should send written instructions to the address listed in the Payment Services Information Sheet.

## 4.4 What happens if the beneficiary has not received the payment?

Situations may occur in which beneficiary has not received the payment even though the money has been debited from your current account. You must inform us of this within 13 months of the transfer. We must then prove that the beneficiary's bank has received the payment. If we cannot prove this, we will reverse the debit. In that case, we will then adjust the bank account records so that it is the same as if the transfer had not taken place.

## 4.5 Are payment transactions subject to limits?

The bank may set limits for your payment transactions that restrict, for example, the amount of the payment, the number of payment transactions, or the countries to which you can send payments. These limits may differ depending on the type of payment transaction or communication channel or other circumstances. You can also set limits yourself. The limits are both in your own interest and in the interest of the bank, because they also limit any loss that may arise.

The limits set by the bank can be found in the Payment Services Information Sheet.

## 4.6 What rules apply to payment transactions in currencies other than the euro?

In the case of payment transactions to or from your current account in a currency other than the euro (foreign currency), the bank may exchange the amounts. In the case of outgoing payments, the bank will exchange the amount on the instruction date. In the case of incoming payments, it will do so on the date on which the bank adds the amount to the account. The bank uses the established exchange rate set by the bank at the time the bank changes the amount.

The bank will provide information on the exchange rate and the currency conversion charges in your account statement. This also applies if the bank performs a currency conversion for you when you use a debit card to make a payment or cash withdrawal in a currency other than the euro in an EU country.



#### **4.7 What rules apply to instructions issued through a payment initiation service provider?**

You must make your own arrangements with the payment initiation service provider. The bank is not party to such agreements. The Payment Services Conditions apply to the execution of instructions by the bank.

### **5. Account statements**

#### **5.1 What is an account statement?**

An account statement is an overview of all amounts credited to and debited from your bank account during a specific period, according to the bank's records. We will send you an account statement via Internet Banking or the ABN AMRO app. If you have agreed this with us, you will also receive account statements on paper. You may have to pay for this.

#### **5.2 How often will you receive an account statement?**

If you use Internet Banking or the ABN AMRO app, you can see the current balance and all transfers, and monthly account statements will be created. You can also opt for a monthly or fortnightly paper account statement. The Payment Services Information Sheet tells you what you pay for paper account statements.

You will also receive a Financial Annual Summary via Internet Banking or the ABN AMRO app no later than February. This shows how much money was in your bank account on 1 January and 31 December of the previous year. You can use this summary for your tax return, among other things.

If we have agreed this together, you will also receive the Annual Financial Summary on paper. You may have to pay for this. You can read about this in the Payment Services Information Sheet.

#### **5.3 Do you want us to share your account information with an account information service provider?**

If you instruct the bank to share your account information with an account information service provider, the bank will provide the account information requested by the service provider. This information may

consist of all data included in your account statements up to a maximum of 18 months prior to the time you issued the instruction. The bank is not responsible for any use made by the account information service provider of the data provided. The bank is not party to your agreements with the account information service provider and does not check what the account information service provider does with your data, nor does it check whether the account information service provider complies with the privacy rules. We cannot take back the data we have provided.

You must make your own arrangements with the account information service provider concerning its services. The bank is not party to such agreements.

### **6. Security and risk distribution**

#### **6.1 How does the bank ensure you can use the banking channels and banking resources securely?**

The bank does what is reasonably possible to ensure that the resources and channels made available by the bank are secure, so that you can do your banking securely. However, the bank cannot do this alone. You can help the bank to keep these channels and resources safe by using them according to their intended use. You must also follow the Security Rules.

#### **6.2 What Security Rules must you follow?**

You must follow these Security Rules:

1. Keep your security codes secret
2. Make sure that no one else ever uses your (digital) debit card
3. Ensure proper security of the devices you use for your banking
4. Check your bank account
5. Report incidents directly to the bank using the ABN AMRO app or by calling the bank, and follow the bank's instructions

More information about what to do and what not to do and examples of these Security Rules can be found in the General Conditions of ABN AMRO Bank N.V. and in Chapter 1 of the Payment Services Information Sheet. You will also find information on our website. Please read this information carefully!

### 6.3 How can you limit a loss due to unauthorised use?

If an unauthorised person uses or could use your means of client identification, you must report this to the bank immediately. This applies to your (digital) debit card and PIN as well as other means with which you can identify yourself. Examples of this are passwords, codes or ID cards. If a bank form bearing your name has been lost or stolen, you must also report this to the bank.

### 6.4 Who bears the risk of unauthorised use?

If the bank executes a payment transaction and debits your current account without a valid instruction, we call this an unauthorised payment. The following provisions apply: The debited amount will in that case be for the bank's account. The cases described below are exceptions to this.

- If you have been deliberately or grossly negligent in strictly observing the bank's Security Rules, the payment transactions are entirely for your account and risk. The Security Rules can be found in the Payment Services Information Sheet and in the Client Relationship Conditions.
- If you report to us that someone is using your means of client identification without your permission and money is subsequently debited from your account, we will pay for this.
- You are required to participate in investigations into fraud or abuse. For example, you will help us find out exactly what happened. If we ask you to do so, please report the situation to the police.
- If you act fraudulently, the payment transactions are entirely at your own risk and expense.

## 7. Indirect loss and consequential loss

If you are a consumer and suffer a loss, we will reimburse you for the loss and other costs that we are required to pay by law.

### Additional Information

For example, the law may entitle you, as a consumer, to compensation for:

- Interest and/or other costs that you have wrongly paid us in the case of loans;
- Money that was debited from your current account due to fraud that the bank should have prevented.

If you have suffered indirect loss or consequential loss, the bank is not liable for this. This concerns loss other than amounts that have been wrongly debited from your account. For example, this includes damage you may have suffered because you were temporarily unable to pay. An exception to this rule applies in the event of intent or gross negligence on the part of the bank.

## 8. Cash withdrawals and deposits

### 8.1 What is a cash withdrawal and how do you withdraw money?

A cash withdrawal is a payment transaction in which the bank pays money from your current account to you in cash, in the form of banknotes or coins. When you make a cash withdrawal, you need to use your debit card and PIN or another means of client identification prescribed by the bank. In the Netherlands and abroad, you can make cash withdrawals from cash machines (ATMs) using a debit card with the Maestro or Mastercard logo.

### 8.2 What is a cash deposit and how do you deposit money?

A cash deposit is a payment transaction in which the bank receives cash in banknotes or coins and credits this to a current account. You can deposit money at Geldmaat ATMs (in the Netherlands) that accept deposits. To do this, use your debit card bearing the Maestro or Mastercard logo and your PIN. Important! it is not possible to deposit cash at all Geldmaat ATMs. To find out which locations have Geldmaat ATMs where this is possible, go to [locatiewijzer.geldmaat.nl](https://locatiewijzer.geldmaat.nl)

### 8.3 Do any limits and costs apply to cash withdrawals and deposits?

Cash withdrawals and deposits may be subject to limits and costs may also be charged. You can find more information in the Payment Services Information Sheet.

## 9. Transfers

### 9.1 What is a transfer and which types of transfers are there?

For outgoing transfers, the bank debits the amount from your current account and ensures that the beneficiary's bank receives this amount.

For incoming transfers, the bank receives an amount for you and credits it to your current account. iDEAL payments and Wero payments to webshops are transfers for which you give an instruction or your approval (for Wero payments) using an electronic order form that has already been completed. You can do this in the ABN AMRO app or in Internet Banking.

A standing order is a transfer that the bank repeats at fixed times. You only need to issue one instruction for a standing order. You can also ask the bank to make an urgent transfer. This option is only available if it is compatible with the transfer type. In this case, the bank will execute the transfer as soon as possible.

## 9.2 What rules apply to transfer instructions?

The bank executes your instruction based on the account number of the beneficiary that you state in the instruction. The bank is not obliged to check whether the name of the beneficiary and other data in your instruction are correct. For transfers in euros in the Netherlands and the SEPA area, you must state the IBAN (International Bank Account Number) of the beneficiary in the instruction.

## 9.3 What is the IBAN-Name Check and when is a notification triggered?

The bank may carry out an IBAN-Name Check in respect of an outgoing transfer instruction submitted through an online channel. In that case, you will be shown a notification if we have different information concerning the name of the account holder of the account number (IBAN) you provided. The IBAN-Name Check is merely a tool. You decide what to do after a name-account number suggestion is made. This means you can still issue the transfer instruction to the bank even if you see a notification. The bank executes the transfer instruction only on the basis of the specified account number (IBAN).

An IBAN-Name Check is not always carried out:

- For transfers to foreign accounts outside the SEPA area;
- For transfers to foreign accounts within the SEPA area if the beneficiary's bank does not offer this possibility;
- For transfers in a currency other than the euro.

This is shown when giving a transfer instruction in an online channel.

## 10. Direct debit

### 10.1 How does a direct debit work?

A direct debit is a payment transaction made from your current account for which the instruction is issued by the beneficiary (the creditor), and not by you. You must first give the beneficiary permission for this by means of a direct debit mandate. This mandate also applies as your permission to the bank to execute the payment instruction. You can withdraw a mandate by notifying the creditor of this. Direct debits are only possible for payments in euros made between accounts at participating banks in the SEPA area. You can find out more at [abnamro.nl](https://abnamro.nl)

### 10.2 Can a direct debit payment be refunded?

You can ask the bank to refund a direct debit payment without having to give a reason. However, you must do this within eight weeks after the amount is debited from your current account.

After this eight-week period, we can only reverse a direct debit payment if there was no valid direct debit mandate. In this case, you can request this until 13 months after the amount was debited. We will then check whether the creditor had a valid direct debit mandate. If the creditor did not have a valid direct debit mandate, we will refund the amount.

### 10.3 Can you block or stop direct debit payments?

Yes. You have the following options for blocking your current account for direct debits:

- Blocking all direct debits;
- Blocking all direct debits for a particular payee;
- Blocking all direct debits based on a specific mandate;
- One-off blocking (refusal) of a specific direct debit;
- Blocking a specific direct debit if the amount exceeds the maximum amount that you have specified;
- Blocking a specific direct debit if it is executed more often than the maximum number per calendar year that you have specified;
- Blocking all direct debits, except for direct debits of

- specific payees that you have registered with the bank;
- Blocking all direct debits, except for direct debits based on specific mandates that you have registered with the bank.

Blocking direct debits is only possible if a specific creditor has already executed at least one direct debit. You may select the 'Block all direct debits' option at any time. An instruction to block direct debits takes effect immediately after the instruction is received by the bank. If you have issued a blocking instruction, the bank will not execute the direct debit. You will receive no further notification of this. The bank will not reverse any direct debits that were executed before the blocking instruction took effect. You can also ask the bank to cancel a direct debit blocking instruction. Such a cancellation will take effect no later than the following banking day.

## 11. Payment at a point-of-sale terminal

### 11.1 How do you pay at a point-of-sale terminal?

You can use a debit card bearing the Maestro or Mastercard logo, together with your PIN, or another client identifier to make payments from your current account at a point-of-sale terminal. This payment option is available in the Netherlands and in other countries at every business that accepts Mastercard or Maestro.

### 11.2 When can you pay without your PIN?

You can pay without using your PIN in the following cases:

- If both your debit card and the point-of-sale terminal bear the contactless payment logo, you can make a payment without needing to enter your PIN. This is possible up to a maximum of € 50 per transaction. There may be times when you still have to enter the PIN, even when the amount is small.
- For paying parking fees or tolls, if the payment machine does not indicate that you must use your PIN. This is possible up to a maximum of € 100 each time for parking and tolls.
- You can use your (digital) debit card to check in and out on public transport. Your (digital) debit card must then bear the contactless payment logo. You do not need to enter a PIN, and there is no limit. You

can use your (digital) debit card to check in and out at suitable poles or gates that can be recognised by the contactless payment logo. By checking in and out with your debit card (such as a digital debit card), you give permission for the payment and/or to set aside an amount in your current account. At the end of the day, the amounts for all the trips you have made will be added together and debited from your account in one go. You can see the total amount in your account statement.

### 11.3 How do you use a digital debit card to pay at a point-of-sale terminal?

If you are over 16, you can use your digital debit card and the device it is placed on to pay at card machines bearing the Maestro or Mastercard logo and the contactless payment logo. The following options are available:

- **Paying with a wearable**

If you have a wearable, you have arranged with the manufacturer of your wearable how you approve payments.

- **Paying with Apple Pay and Google Pay**

You can use Apple Pay and Google Pay to:

1. make contactless payments at card machines displaying the contactless payment logo or Google Pay logo
2. make online payments on websites and mobile applications (apps) that accept Apple Pay or Google Pay (which can be recognised by the Apple Pay or Google Pay logo)

### 11.4 How do you receive payments at a point-of-sale terminal?

You can receive payments via your debit card or digital debit card if a seller supports this. You can use this facility to reclaim returnable deposits and return purchases, for example. In most cases, you will receive the money directly in your current account.

## 12. Payment online

### 12.1 How does paying online with iDEAL work?

You can use iDEAL to make payments online through websites and mobile applications (apps) that offer iDEAL as a payment option.

## 12.2 What is an iDEAL profile?

If you make online payments using iDEAL, you can create a user profile for yourself once through Currence. This is your iDEAL profile. If you enter your personal details, such as your IBAN, name and address details, you will not need to enter these details again when making iDEAL online payments in future. You can view, manage and delete the iDEAL profile through Internet Banking or the ABN AMRO app. If you do not use your iDEAL profile for more than a year, Currence will delete it automatically.

## 12.3 How does paying online using Wero work?

### 12.3.1 What is Wero?

Wero is the successor to iDEAL. Like iDEAL, you use Wero to pay online via websites or mobile applications (apps) that accept Wero as a payment option. Paying with Wero is possible if the Wero logo is displayed.

Wero and iDEAL will exist side-by-side at first. This means you will be able to use both iDEAL and Wero to pay online. This means that you might start an iDEAL payment but the transaction is executed as a Wero payment. The name iDEAL | Wero or the iDEAL | Wero logo will be displayed for payments made using iDEAL, payments made using Wero, and payments that were started as iDEAL payments but executed as Wero payments.

### 12.3.2 What rules apply when payments are made using Wero?

When you make a Wero payment, you approve the payment in the ABN AMRO app or in Internet Banking. You can approve payments in the ABN AMRO app using your five-digit identification code, your fingerprint or facial recognition. You can approve payments in Internet Banking using the e.dentifier. More information can be found in Articles 3.4 and 3.5 of these Payment Services Conditions.

If a Wero payment is not immediately successful, for example due to a technical failure, we will try to execute the payment again on your behalf. More information can be found on our website.

### 12.3.3 What are the rules for sharing addresses via Wero?

If you make online payments using Wero, you can create a user profile for yourself once through Currence. If you enter your personal details, such as your IBAN, name and address details, you will not need to enter these details again when making Wero online payments in future. You can view, manage and delete your details through Internet Banking or the ABN AMRO app. Disputing debit card payments

## 12.4 How do you use your debit card (or digital debit card) to make online payments via websites and mobile applications?

If you are over 16, you can use your debit card bearing the Maestro or Mastercard logo to make online payments. This is an option on websites or mobile applications (apps) that accept one or more of the following payment options.

- Payment with Apple Pay;
- Payment with Google Pay (only possible with a debit card bearing the Mastercard logo);
- Payment with a linked debit card;
- Payment with Click to Pay.

More information can be found in Articles 3.3.2 to 3.3.5 of these Payment Services Conditions.

You can also make online payments on websites and mobile applications by manually entering your card details from your debit card bearing the Mastercard logo. By entering your card details and authorising the payment instruction, you automatically agree to the payment. For some payments, the bank may ask you to confirm the payment in order to verify your identity and the correctness of the payment (Mastercard ID Check). The new debit card also allows you to make recurring payments, for example for monthly subscription fees.

## 13. Disputing payments made using Wero

### 13.1 What rules apply when disputing payments made using Wero?

If you do not agree with a payment made with Wero, and you are unable to reach an agreement yourself with the seller, in most cases you can dispute the payment within a period of 120 days after the



transaction date. Some payments are subject to different periods. You can read which payments and periods these are on our website. You will first be given an opportunity to agree on a solution with the seller. If you are unable to agree on a solution with the seller, you can call on the bank for assistance within 44 days after you began the dispute. In that case, the bank will initiate an investigation if necessary.

The Wero payment dispute process will start to be introduced on 1 October 2026. Only payments made with Wero can be disputed. This means iDEAL-Wero payments and iDEAL payments cannot be disputed. Depending on the type of transaction and seller, a payment may or may not be disputed, or a different process may apply. If a payment cannot be disputed, you will not see a 'dispute payment' button next to the relevant transaction in your transaction overview. You can read more about the process on our website.

As part of the dispute process, we may ask you to provide additional information. Such information includes supporting evidence for your dispute, such as evidence that you have been in contact with the seller about this payment and that you have not been able to reach a solution. A payment can only be disputed if no part of that payment has been refunded. If a refund is made during an ongoing dispute process, the process will be stopped.

If you did not make the payment yourself, you will be referred to our Customer Service department. In that case, Article 6 of these Payment Services Conditions applies.

If the outcome of the process is in your favour, the disputed amount will be refunded to your account once the process has been completed.

If it turns out that there is no valid reason to dispute the payment, we may terminate the dispute. The bank's investigation may take some time. For this reason, any refund may take place long after the dispute ends.

If you fail to comply with any of your obligations under this article, we will not continue processing your dispute.

## 14. Disputing debit card payments

### 14.1 What rules apply when disputing debit card payments

You can dispute payments (including online payments) made using your debit card.

In that case, the bank will initiate an investigation if necessary. If you do not reach a solution with the seller, you must dispute the payment within 90 days after the payment was debited.

The process for disputing a payment varies, depending on the type of transaction (Geldmaat, Maestro, or Debit Mastercard). For information on what to do, please visit our website.

When disputing the payment, you must provide additional information, including proof that you have been in contact with the seller about the payment, and that you have not been able to reach a solution with each other.

If you did not make the payment yourself, you will be referred to our Customer Service department. In that case, Article 6 of these Payment Services Conditions applies.

If you dispute a payment (online or otherwise) made with your debit card on time, the bank can provide you with a provisional refund. This is subject to the following condition: if it turns out that the dispute is was not justified, we will charge you for the amount again. During the dispute process, the bank checks whether the payment was made on your instruction or with your permission. The bank may ask you for additional information if this is necessary for this investigation. If the bank requests this, you must provide us with this information within 10 working days. A payment can only be disputed if no part of that payment has been refunded.

We will not refund payments to or deposits paid into an investment account (this includes cryptocurrencies).

If it turns out that there is no valid reason to dispute the payment, we may terminate the dispute. The bank's investigation may take some time. This means that

the provisional refund (if any) and the reversal of that provisional repayment may take place long after the dispute.

If you fail to comply with any of the obligations set out in this article, we will not continue processing your challenge.

## 15. What rules apply to payments initiated by the beneficiary, and not by you?

If you disagree with a online payment (online or otherwise) that was not initiated by the seller and not by you, you are entitled to a refund if the following conditions are satisfied:

- a. At the time when you agreed to the payment, the exact amount of the payment was unknown (not including the exchange rate); and
- b. The amount of the payment is higher than you might have expected based on previous similar payments, for example.

The bank may ask you to prove that these two conditions have been met. If we request more information or documentation, you must provide it to us within 10 working days.

You must file a challenge on these grounds no later than 8 weeks after the date on which the amount was debited. Within 10 banking days after the bank has received your request, the bank will refund the amount to you, or the bank will let you know why you will not or not yet be refunded the amount.

If you fail to comply with any of your obligations under this article, we will not continue processing your dispute.

Other rules apply to direct debits (see Article 10 above).

## 16. Payment Services Information Sheet / sending of information

The Payment Services Information Sheet contains further rules and information on security, debit cards

(including digital debit cards), means of client identification, current accounts, payment transactions, banking days, limits, exchange rates and statements. You must follow the rules contained in the information sheet. You may ask the bank to send the Payment Services Conditions and/or Information Sheet to you again.

## 17. How do we communicate with you?

The bank will communicate information to you in digital form as much as possible. That is why you are automatically given access to Internet Banking. You can also use our ABN AMRO app for your banking needs if you install it on your smartphone or tablet.

If you so request, we will send you information on paper. There may be costs associated with this.

We will use the address, email address and telephone number that you have provided to us. If your address, email address or telephone number changes, please inform us as soon as possible. It is important that we are able to reach you, for example if we believe someone is misusing your bank account or we want to share information with you.

## 18. Adjusting the conditions and terminating the payment account

### 18.1 When are we allowed to adjust these conditions?

We may make small and simple amendments to these Payment Services Conditions as well as amendments that are to your advantage. For example, we may change the language to make conditions clearer and add options for bank accounts. Small amendments of this kind are listed on our website at least one week before they take effect.

We may also amend these Payment Services Conditions and the Payment Services Information Sheet if this is necessary due to changes in laws and regulations or if there are changes in the interpretation or application of the law (for example, following a court decision, a decision by a complaints or disputes



committee or a decision or opinion of a supervisory authority or other authority). An example of this is when we need to include additional information in conditions or provide additional explanations, such as explanations about accessing current accounts.

We may also amend these Payment Services Conditions and the Payment Services Information Sheet if we have a valid reason to do so. Examples of valid reasons include a change in circumstances or policy, or the introduction of additional options for your current account. An amendment for this reason is only permitted if the balance between your and our rights and obligations does not change to a great extent and unjustifiably to your detriment. You will receive a message from us through one of our communication channels at least two months before the date on which these amendments take effect (changes due to changed laws and regulations or their interpretation or changes with another valid reason).

### **18.2 How do we inform you about amendments to these conditions?**

We will inform you of any amendments to these conditions in good time. If we amend these conditions, we will explain why and what the main consequences are. If you do not agree with the amendment, you may close your current accounts, free of charge, with effect from any time prior to the date on which the amendment takes effect. To give you the chance to do this, we will notify you about any amendments in good time. If you do not close your current accounts, the adjustments will apply from the date indicated.

### **18.3 When can you terminate a current account?**

You can terminate a current account whenever you want, except in the following situations:

- Your account is overdrawn; in this case, you must first transfer enough money to the current account to increase the balance to € 0.
- An amount set aside is still outstanding; we will explain this situation below.

If anything else has been agreed with you, please contact the bank.

### **What happens if an amount that has been set aside is still outstanding and you want to terminate the current account?**

You can only terminate your current account if no amounts set aside are still outstanding. Any amount that is set aside is cancelled automatically when the bank debits the final amount from the account or if the payment obligation you have agreed with the seller lapses and the seller does not the payment obligation, or if the seller cancels the payment obligation.

### **18.4 When can we terminate a current account?**

We may terminate a current account if:

- You do not comply with the agreements and conditions that apply to a current account.
- Your account is a 'dormant' current account. A dormant current account is an account that has not received any money or been used for any payments for the past 12 months. Payments made by the bank, such as monthly costs for maintaining the account and pass costs, are not included in this.
- You die and the current account is not terminated or converted into an estate account by your heirs within one year following your death.

When we terminate a current account, we notify you at least two months in advance.

### **18.5 What happens to the money in a current account when the account is terminated?**

If there is still money in your current account when it is terminated (closed), we will transfer that money to another current account or savings account that you have with us. If you no longer have another current account or savings account with us, we will ask you for details of the current account to which we can transfer the money. Until then, we will keep the money in a separate account that you cannot access. We may debit costs and any outstanding fees or interest from this account. You will not receive any interest on the balance on this account.

### **18.6 What happens to any interest that you owe or are owed when the current account is terminated?**

If you still receive or have to pay interest or fees on the money that was in your current account until the

termination, we will credit the interest or fees to, or debit them from, another current account or savings account that you have with us. If you no longer have another current account or savings account with us, we will ask you for details of a current account with another bank to which we can transfer the interest. Until then, we will keep the money in a separate account that you cannot access.

We will credit or debit interest to or from your account in the following month or at the latest in the first month of the quarter after the bank account has been closed.

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Balances held in current accounts with ABN AMRO Bank N.V. are protected under the statutory Deposit Guarantee Scheme of the Netherlands. For more information, visit [abnamro.nl/garantieregeling](https://abnamro.nl/garantieregeling) or call 0900 - 0024\*.

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\* The usual call charges apply. These are set by your telephone provider.

## General Card Conditions ABN AMRO and ABN AMRO MeesPierson

### Article 1. Definition of terms

**3D Secure Password:** the password which enables you to authorize online payments (when you have not installed the ABN AMRO Creditcard App);

**ABN AMRO:** ABN AMRO Bank NV, our partner in issuing your Card;

**ABN AMRO Creditcard App:** the application software provided by us under the name 'ABN AMRO Creditcard App';

**Automatic Billing Updater:** the service from Mastercard with which we can inform joining merchants about your new Card details when we have issued a new Card;

**Biometrics:** fingerprint or facial recognition which enables you to authorize online payments in the ABN AMRO Creditcard App;

**Merchant:** a business where you can pay with your Card;

**BKR:** Credit Registration Office at Tiel, the Netherlands;

**Card:** the credit card we have issued to you, which can be either the Main Card or the Extra Card;

**Card Fee:** the fee you owe for your Card;

**Contactless payment terminal:** a terminal fitted with NFC technology and capable of accepting contactless payments from credit cards;

**Creditcard Online:** your personal internet environment of your Card;

**Documentation:** the product information, charges and conditions you have received from us with respect to your Card;

**Extra Card:** each additional Card we have issued in connection with a Main Card. An Extra Card is always linked to a Main Card;

**Main Card:** the Card in respect of which an Extra Card has been issued;

**Mastercard:** Mastercard Europe SA or Mastercard International Inc.;

**NFC:** Near Field Communication: technology enabling the short-range exchange of information between two devices;

**Agreement:** the agreement between you and us regarding your Card. The Agreement comprises the Documentation and these general terms and conditions;

**SMS Code:** the code which you will receive by text message which enables you to authorize online payments (when you have not installed the ABN AMRO Creditcard App);

**Access Code:** the access code of the ABN AMRO Creditcard App which enables you to authorize online payments;

**You (you/your):** the holder of the Card;

**Insurance company:** ABN AMRO Schadeverzekeringen NV.;

**We (us/our):** International Card Services BV. Visiting address: Wisselwerking 58, 11f2 XS Diemen, the Netherlands. Postal address: PO Box 23225, 1100 DS Diemen, the Netherlands. We are regulated by the Nederlandsche Bank (the Dutch Central Bank) (Westeinde 1, 1017 ZN Amsterdam, the European Central Bank (Sonnemannstrasse 22, 60314 Frankfurt am Main, Germany) and by the Autoriteit Financiële Markten (Netherlands Authority for the Financial Markets) (Vijzelgracht 50, 1017 HS Amsterdam);

**Exchange Rate:** the exchange rate determined by Mastercard, plus a surcharge.

### Article 2. Commencement, duration and cancellation of the Agreement

- 21 The Agreement takes effect the moment:
  - (a) you activate your Card;
  - (b) you make the first payment or the first cash withdrawal with your Card;
  - (c) you make your first payment to us;
  - (d) you state in any other way that you agree to the Agreement.
- 22 The Agreement is concluded for an indefinite period of time but will be cancelled if you no longer have a bankaccount with ABN AMRO. You are at all times entitled to cancel the Agreement in writing or by telephone, with due observance of a one-month notice period. An ABN AMRO MeesPierson Card must be cancelled at ABN AMRO. We are also entitled to cancel the Agreement, in which case a two-month notice period applies.
- 23 We are authorised to immediately block your Card and the related facilities if any of the following situations occur or seem to occur:
  - (a) You act in breach of the Agreement, for example if you are in arrears with payments. This could also be an arrears with payments on another Card.
  - (b) Your Card has been reported stolen, lost or missing.
  - (c) The outstanding balance exceeds the spending limit.
  - (d) Your financial situation has deteriorated considerably.
  - (e) A bankruptcy order has been issued against you or you have been granted a statutory debt adjustment.
  - (f) Abuse, unauthorised use or fraudulent use is made of your Card.
  - (g) Your death.
  - (h) You have left or are going to leave the Netherlands to relocate to a different country.
  - (i) You no longer reside at the home address you submitted to us.
  - (j) You are involved in fraud.
  - (k) If you have not provided us with information about your personal and financial situation, when we have asked you to do so.
  - (l) When laws and regulations forbid us to carry out transactions/payments, such as rules to prevent the financing of terrorism, money laundering and fraud.
  - (m) You are involved in activities that could harm the trust in us or the financial sector.
  - (n) You have used your Card for your profession or your business.
  - (o) You have made a payment to us from a non SEPA IBAN bank account or a payment to us from a bank account belonging to your profession or business.
- 24 If we block your Card, we will notify you of this as soon as possible, unless this constitutes a breach of the law or is inappropriate for security reasons.
- 25 On your Card is an expiry date. The validity of your Card expires on that date. Prior to this date we may declare your Card invalid or we may issue a new Card. The general terms and conditions to which your new Card is attached will apply to the use of your Card.
- 26 You may cancel the Agreement free of charge within 14 calendar days from its commencement date. If, however, you have already used your Card or the related facilities, you will have to repay us the costs for such use. If you had already paid your Card Fee via ABN AMRO, will refund this to you via ABN AMRO.
- 27 If the Agreement has been cancelled or your Card has been blocked:
  - (a) you must repay the outstanding balance to us in full and in one lump sum;
  - (b) you may no longer use your Card;
  - (c) your Card will be invalid;
  - (d) your Card may be rejected and/or confiscated by us, by a Merchant or by a bank.

### Article 3. Our general obligations

- 31 We will perform our services with due care and keep your best interests at heart in the process.

### Article 4. Your general obligations

- 41 Your Card is personal. You may only use the Card as a private person, not for your profession or your business. You are responsible for the use of your Card and must store your Card carefully and in a safe place.
- 42 Whenever you use your Card, always check whether it is your own Card that is returned to you. You must regularly check if your Card is still in your possession.
- 43 We may issue instructions about the safe use of your Card for making online purchases and about keeping the pin code or other personal security codes confidential, the use of Biometrics as well as instructions about how to properly secure the devices you use for Creditcard Online and the ABN AMRO Creditcard App. You are obliged to follow these instructions. General instructions can be found on [www.icscards.nl/abnamro/veiligheid](http://www.icscards.nl/abnamro/veiligheid).

- 44 You must notify us at once of any changes to your contact details (such as e-mail address) and of any other changes relevant to the Agreement. You must also notify us of changes in your personal and financial situation.
- 45 We may request you to provide information to us about your personal and financial situation. You must provide this information to us.
- 46 You may only make payments to us from a SEPA IBAN bank account and you must not make payments to us from a bank account belonging to your profession or business.

### Article 5. Pin code and confidentiality

- 51 Your Card has a pin code, which you have chosen personally or which was allocated to you automatically. Just like your Card, this pin code is personal and must be used by yourself only. We may give you instructions about choosing your pincode. You must follow these instructions.
- 52 You must not keep the document with which the pin code is sent to you. You must not write the pin code on your Card or on a document you keep with your Card. If you nevertheless make a note of the pin code, you must make sure that others cannot recognise it as such or can identify its purpose.
- 53 You must not disclose the pin code to anyone, including relatives, housemates and our employees. You must make sure that others cannot watch when you enter the pin code.
- 54 Other personalised security codes in relation to your Card, such as a login name, a (3D Secure) password, Access Code, SMS Code, Biometrics or verification codes for activating the ABN AMRO Creditcard App or Apple Pay, may be used by you only and must be kept confidential.

### Article 6. Loss, theft and abuse

- 61 You must notify us by telephone of any loss, theft, abuse, or suspected abuse, of your Card, the pin code and/or other personalised security codes or abuse of Biometrics. You must do so immediately after you have discovered this or could have discovered this, for example by checking your account statements, the summary in the ABN AMRO Creditcard App or Creditcard Online. Immediately afterwards you must send us a written confirmation and report the event to the police.
- 62 If you have complied with your obligations under articles 4, 5 and 6.1, you will not bear any risk concerning the use of your Card after it was lost, stolen or abused. 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 Card following any loss, theft or abuse of your Card.

### Article 7. Extra Card

- 71 The holder of a Main Card may apply for an Extra Card. If an Extra Card is issued, this Agreement will also apply to the Extra Card.
- 72 Communications about the Agreement will be sent to holder of the Main Card only. We take it for granted that the holder of the Main Card will pass this information on to the holder of the Extra Card.
- 73 If the Agreement with the holder of the Main Card ends, the Agreement with the holder of the Extra Card will end accordingly.
- 74 Any payment of a positive balance will be made to the holder of the Main Card only.

### Article 8. Card Fee

- 81 Unless agreed otherwise, the annual Card Fee is payable by you. The amount of the Card Fee is mentioned in the Documentation. ABN AMRO will charge you the Card Fee on our behalf. If the Agreement ends in the course of a current year, ABN AMRO will refund the Card Fee for the remaining part of the year on our behalf.

### Article 9. Personal data

- 91 We will use your personal data in accordance with our Privacy Statement, which you may find at [www.icscards.nl/abnamrogb/privacystatement](http://www.icscards.nl/abnamrogb/privacystatement).

### Article 10. Making payments with your Card

- 101 You can use your Card to make payments to Merchants and withdraw cash from member banks and cash points worldwide. If you insert your Card into a cash point, pay machine or imprinter and subsequently enter your pin code or place your signature to make a payment and/or withdraw cash, you are considered to have authorized the payment and/or the cash withdrawal. At certain cash points (such as toll booths or ticket machines) you are considered to have authorized the payment simply by inserting your Card, thus without entering your pin code or placing your signature. If you make a purchase online, by telephone, or in a manner similar to these, you are considered to have authorized the payment by providing your Card details, allowing the payment transaction to be performed and if requested by entering a 3D Secure Password and SMS Code or approve of the transaction in the ABN AMRO Creditcard App using Biometrics or Access Code. If we have issued a new Card we can inform merchants that have joined Automatic Billing Updater about your new Card details.
- 102 Authorizing the payment and/or the cash withdrawal means that the amount in question will be charged to your Card account. It is not possible to cancel payments, cash withdrawals and payment orders once you have authorized the transaction.
- 103 If your Card is fitted with an NFC chip, you will be able to perform contactless payment transactions worldwide with Merchants operating a Contactless payment terminal. Before you can make your first contactless payment, you should first insert your Card in the Contactless payment terminal for a normal payment and enter the PIN code. When you subsequently touch your Card against a Contactless payment terminal, you indicate your approval of the payment in question. You must enter your pincode again after a total amount of contactless payments of € 150 without pincode. The Contactless payment terminal tells you if the payment has been authorized. Approving and authorizing the payment imply that the amount in question will be charged to your Card. Once a payment has been approved and authorized, the transaction can no longer be cancelled. Additional conditions for use and limitations may apply to the use of contactless payment.
- 104 We do not guarantee the permanent, uninterrupted use of your Card, because this is also dependent on external factors, including the Merchants' cooperation and the functioning of computer or telecommunication systems operated by us or the Merchants. Other factors are an insufficient balance in your Card account, and a maximum cash withdrawal limit per day. We will not be liable if you cannot make any use, full use or timely use of your Card.
- 105 If you make a payment by Card, we will pay the amount in question to the relevant Merchant.
- 106 Merchants and/or member banks may impose additional or deviating requirements with regard to accepting your Card. They may ask you to provide proof of identity.
- 107 You may instruct us to transfer money from your bank account to your Card account and vice versa. We will carry out these instructions no later than on the first working day following the working day on which we received the instruction. This process takes one working day longer in the case of written instructions. When we carry out a money transfer order, we will also send orders to our bank or your bank for further processing. As a result it may take a number of working days before the amount has been credited to your bank account or to your Card account.
- 108 A money transfer may be rejected or delayed because:
  - (a) you have failed to correctly and fully provide all the requested information;
  - (b) there is an insufficient balance in your Card account or your bank account;
  - (c) your Card has been blocked, is invalid or has been confiscated;
  - (d) we suspect fraud, abuse or irregularities;
  - (e) there are malfunctions with regard to equipment or means of communication.
 We will notify as soon as possible when a money transfer is refused or delayed.

### Article 11. Saving

- 111 You may have a positive balance on your Card. Each day we will check if you have a credit balance of € 500 or more. If this is the case, we will pay interest on the credit balance of that day. The maximum credit balance on which interest is paid is € 1,000,000. The maximum credit balance you are allowed to have on your Card is € 2,500,000.
- 112 We may change the interest rate. A change in interest rate might mean that we won't pay interest or charge you negative interest. We will let you know in advance when we change the interest rate by sending an email to the email address known to us and mentioning the change on [www.icscards.nl/abnamro/sparen](http://www.icscards.nl/abnamro/sparen).

11.3 The applicable interest rate is mentioned on [www.icscards.nl/abnamro/sparen](http://www.icscards.nl/abnamro/sparen). If we have paid interest or have charged interest this appears on the account statement.

#### Article 12. Spending limit

- 12.1 The spending limit applicable to your Card is determined by us. You may not spend or withdraw in excess of this spending limit. Any amount spent or withdrawn in excess of the spending limit must be repaid to us at once. We may adjust the spending limit with immediate effect.
- 12.2 If you have a positive balance in your Card account, the maximum amount you may spend or withdraw comprises the spending limit plus the positive balance.
- 12.3 One joint spending limit applies to the Main Card and the Extra Card(s). Only the holder of a Main Card may change the spending limit.

#### Article 13. Foreign currency, transaction fees and other charges

- 13.1 Mastercard converts any foreign currency payments and cash withdrawals into euros by applying the Exchange Rate. A surcharge applies of 2%. You may contact us with regard to the applicable Exchange Rate.
- 13.2 Payments or cash withdrawals in foreign currency are notified to us in euros. The conversion from foreign currency into euros is carried out on the day of the payment or cash withdrawal.
- 13.3 You will be charged for cash withdrawals. The fee payable is 4% of the amount withdrawn. If you have a positive balance on your Card and the withdrawal is entirely made from a positive balance the fee payable is 1% with a maximum of € 150.
- 13.4 A charge of 2.5% of the transferred amount applies to money transfers from your Card account to your bank account, unless the transfer is entirely made from a positive balance.
- 13.5 We will charge you for replacing your Card. No charge will apply if the replacement is caused through no fault of your own. We will inform you in advance of the amount of the charge.

#### Article 14. Account statement

- 14.1 Each month you will be sent an account statement by us. This account statement will be made available in Creditcard Online where it may be viewed. We will send you an e-mail when the account statement has been made available in Creditcard Online. When account statements are sent by mail, a charge of € 1.50 per account statement applies.
- 14.2 The account statements lists all new expenses and all payments received for the month in question. The term 'new expenses' includes any charges you owe us, such as the Exchange Rate, transaction charges and interest. The account statement also specifies the outstanding balance for that month.
- 14.3 If you pay us the outstanding balance by direct debit, the account statement will mention the date your account will be debited for the amount in question. Your account will be debited within 14 days from the date of the account statement. If it should prove impossible to debit your account for the outstanding balance due to an insufficient credit balance, we will try to do so a second time. We will notify you of this in advance. Your account will be debited within 14 days from the date of this notification.
- 14.4 You must without delay check the account statement received or made available in Creditcard Online. You must in any case check the account statement within 30 days from the account statement date. All transactions and payments may also be viewed in the ICS App.
- 14.5 If you wish to receive your account statement(s) once again, or if you wish to receive additional information, we may charge you for this service. We will give you advance notice of the amount to be charged.

#### Article 15. Repayments and the consequences of non-payment, late payment or incomplete payment

- 15.1 The account statement specifies the outstanding balance of your Card you owe us. You must repay the full outstanding balance within 21 days from the date of the account statement.
- 15.2 If you fail to repay the full outstanding amount of the account statement within 21 days from the date of the account statement we will block your Card.
- 15.3 If your Card is blocked, we will charge default interest on the outstanding balance, until this balance has been repaid to us in full. The default 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). We may charge a lower interest rate. The applicable interest rate is mentioned on [www.icscards.nl/abnamro/vertragsrente](http://www.icscards.nl/abnamro/vertragsrente). We may also charge statutory collection costs on the outstanding balance. Before we do so, you will first be sent a reminder.
- 15.4 We are obliged to report payment arrears to BKR after 4 months.
- 15.5 We are entitled to offset any amounts you owe us against any amounts owed to you by us.

#### Article 16. Disputing payments and/or cash withdrawals

- 16.1 If you disagree with a payment and/or a cash withdrawal charged to your Card, you may dispute this amount. You must do so at the earliest possible moment after you have received the account statement. The amount in question must be disputed in writing and reasons must be stated. An amount cannot be disputed on the ground of the Merchant not having complied with its obligations, for example by supplying you with goods or services which are faulty or broken, nor is it possible to dispute an amount because your Card has been stolen, lost or abused, which cases are governed by the provisions of Article 6.
- 16.2 If you dispute a payment and/or a cash withdrawal the disputed amount will be deducted from the outstanding balance, with the proviso that, if it should emerge that the amount was wrongly disputed, we will once again charge it to your Card. The amount will not be deducted from the outstanding balance if the dispute is not likely to succeed.
- 16.3 An exception to articles 16.1 and 16.2 applies if an amount is disputed for the following reasons:
- (a) At the moment you consented to the transaction, the exact transaction amount was not yet known (this does not refer to the Exchange Rate); and
- (b) The transaction amount is higher than you might have expected, for example compared with earlier, similar expenses.
- If an amount is disputed on these grounds, the notification to that effect must have been received by us no later than 8 weeks from its entry date. If the amount is rightly disputed, we will refund the amount to you within 10 working days.
- 16.4 If we ask you to provide more information or documentation, you must do so within 10 days of this request.
- 16.5 If you fail to meet any of the obligations under this article, we will reject any - further - handling of the dispute.
- 16.6 The term for disputing an amount lapses after 13 months. After this term we are, however, authorised to correct any general or calculation errors.

#### Article 17. Delivery and Internet guarantee

- 17.1 Delivery guarantee: if a product paid for with your Card is not delivered on the agreed date, we will refund the amount of the purchase, provided the following conditions have been satisfied:
- (a) You have paid the amount of the purchase directly to the Merchant that has to deliver the product;
- (b) You have first yourself unsuccessfully requested the Merchant to deliver the product;
- (c) You have requested us to refund the amount of the purchase within three months from the agreed delivery date along with the sales receipt of the product paid with your Card;
- (d) You cannot claim the amount of the purchase under any insurance policy or guarantee fund; and
- (e) It is not a payment to or deposit in an investment account (including crypto currency).
- We will refund the amount within 30 days from the date of your request, unless the Merchant has, within that period, delivered the product to you after all, or has itself refunded the amount of the purchase. You may file a claim under the Delivery guarantee up to 1 year following the payment date.
- 17.2 Internet guarantee: if an unauthorized online payment has been made with your Card, or if you have been charged an incorrect amount, we will refund the amount in question, provided your Card was in your possession at the time of the payment, and the transaction has been disputed in accordance with the provisions of article 16.

#### Article 18. Liability

- 18.1 We will not be liable for any loss and/or damage, on any grounds:
- (a) in connection with products or services that you have paid for with your Card; or
- (b) resulting from the blocking, confiscation or invalidation of your Card; or
- (c) resulting from our refusal to carry out a payment order.
- 18.2 If you have instructed us to transfer money from your Card account to your bank account or vice versa, and we fail to carry out this transaction correctly or in full, we will be liable for the amount of that particular order only. We will not be liable if we can prove that the amount was received by your bank.

#### Article 19. Changing the Agreement

- 19.1 We may change the Agreement if we have a reasonable interest in doing so and if you are not disproportionately disadvantaged as a result of the change. We may change the Agreement by adapting it to technological developments, changes in laws and regulations, changes in interpretation or application of the laws and regulations (e.g. due to a court ruling, decision of a complaints or disputes committee or a decision/opinion of a regulator or other authority) or change in our range of products and services or our (working) processes.
- 19.2 We will inform you of the changes no later than 2 months before the Agreement changes. We will do this earlier if required by legislation or a regulator's instruction. If you do not agree to the changes, you may terminate the Agreement at no charge. Notice of termination must be given in writing. If you have not terminated the Agreement before the changes take effect, this means that you consent to the changes.

#### Article 20. Insurances

- 20.1 Your Card includes Purchase Protection Insurance (article 20.2) and, depending on the type of Card, Luggage and Flight Delay Insurance (article 20.3), Excess Car Rental Insurance (article 20.4) and Car Hire Motor Legal Expenses Insurance (article 20.5). Cover of these insurance contracts is determined by the policy conditions, which may be viewed at [www.icscards.nl/abnamrogb/abnamrogb-info/terms-and-conditions](http://www.icscards.nl/abnamrogb/abnamrogb-info/terms-and-conditions) or may be applied for free of charge. The main characteristics of these insurance contracts are described in the following paragraphs.
- 20.2 In short, under Purchase Protection Insurance virtually all items paid for with your Card are insured against loss, theft and damage for a period of 180 days from the date of purchase (1 year if you have an ABN AMRO Gold Card or ABN AMRO Mees Pierson Gold Card). The insurance applies only if your habitual residence or domicile is in the Netherlands. A € 50 excess always applies per occurrence. Maximum cover € 50,000.
- 20.3 In short, under Luggage and Flight Delay Insurance virtually all scheduled service flights you have paid for with your Card are insured against flight delays (maximum cover € 140) and luggage delays (maximum cover € 410), both for a period of 60 days. The following insurance is provided by the ABN AMRO Gold Card and the ABN AMRO Mees Pierson Gold Card only.
- 20.4 In short, under Excess Car Rental Insurance the excess payable in the event of damage to a rental car paid for in full with your Card, is covered to a maximum of € 500.
- 20.5 In short, Car Hire Motor Legal Expenses Insurance provides cover for legal fees if you are involved in an accident with your rental car (maximum cover € 10,000 for countries outside Europe).
- 20.6 If your Card has been blocked for the reason stated in article 2.3. (a), you cannot claim under the insurance contract until the Card has been unblocked.

#### Article 21. Other provisions

- 21.1 Your Card will remain our property. We are authorized to transfer the Agreement to a third party within the limits of the law. You have given your prior permission for that purpose.
- 21.2 We may change, expand or terminate the payment options of your Card.
- 21.3 Our records will serve as conclusive proof. You are entitled to provide proof to the contrary.
- 21.4 All our communications regarding the use of your Card, the agreement and its execution will be in Dutch. Our communications will be made in writing, by e-mail, by text message, by telephone, by way of the ABN AMRO Creditcard App or via CreditCard Online.
- 21.5 A copy of the Agreement on request will be sent to you on request.
- 21.6 We have an internal complaints procedure. You may submit complaints to us in writing. Should you not be satisfied about the way we have handled your complaint, you may contact the Klachteninstituut Financiële Dienstverlening (Dutch Financial Services Complaints Board) ([www.kifid.nl](http://www.kifid.nl)) after we have given you our final position on the complaint. If you have applied for your Card online, you may also submit your complaint through the European platform for online dispute resolution (<http://ec.europa.eu/consumers/odr>), who will forward your complaint to the Kifid. You may also submit your complaint to the civil court.
- 21.7 This Agreement is governed by the laws of the Netherlands.

Diemen, January 2025

