iDIN Additional Terms

If Entrust, acting as a DISP, provides Customer, acting as a Merchant or Sub-Merchant, the ability to use the iDIN service in connection with one of Entrust's Hosted Services, the Agreement between Entrust and Customer will include the Additional Terms. Customer acknowledges that Entrust is mandatorily obligated by Currence to impose and enforce these Additional Terms on all Customers who receive the iDIN service.

1. **Additional Definitions**. Capitalized terms in these Additional Terms have the following meanings. Capitalized terms not defined herein have the meanings given to them in the Entrust General Terms and Conditions available at https://www.entrust.com/general-terms.pdf.

1.1. **Additional Terms:** the terms in this document.

1.2. **Acceptance Criteria:** the acceptance criteria as imposed by Currence, which are (partly) based on the Dutch '*Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)*'.

1.3. **Acquirer(s):** the party(ies) which have acquired the right under a licence agreement with Currence to provide access to the iDIN service, and which party(ies) have provided Entrust as a DISP with the right to offer the iDIN service to Entrust's customers.

1.4. **Annex:** an annex to or referenced in these Additional Terms, which forms integral part of the Agreement.

1.5. **BIN:** the Bank Identification Number, a unique number for every combination Issuer, Platform-provider and User.

1.6. **Confidence Level(s):** the confidence levels for the methods of authentication and the related criteria as stipulated in the Regulation (EU) No 910/2014 (eIDAS-regulation). The eIDAS-regulation makes a distinction between three different confidence levels: low, substantial and high.

1.7. **Currence:** Currence Holding B.V., sole shareholder of iDIN B.V.

1.8. **DISP:** a Digital Identity Service Provider, the role that Entrust fulfils pursuant to Entrust's agreements with Currence and one or more Acquirer(s) for the right to offer iDIN services to its customers.

1.9. **Fraud:** all attempts (successful or not) to acquire confidential and/or sensitive information by unlawful acts or misleading representations with respect to the Agreement.

1.10. **General Banking Conditions:** the latest version of the general banking conditions as used by the Issuer and/or Acquirer, as published here: https://www.nvb.nl/publicaties/protocollen-regelingen-richtlijnen/algemene-bankvoorwaarden-abv/.

1.11. **iDIN:** the online identification service of Currence, through which Users can have their identity verified via the Online Channel of their own Issuer. Via IDIN one or multiple specific (personal) data of the User will be provided to the Platform via the Online Channel.

1.12. **iDIN-message(s):** a message through which a User can identify themself via the Online Channel of their Issuer and through which they can provide (personal) data, so the Merchant can verify the identity of the User.

1.13. **Issuer:** the party that has entered into an agreement with Currence, which holds a permit as payment service provider or has an exemption. The Issuer also has a relationship with the User. The Issuer provides all activities with respect to the authorisation of iDIN-messages via the Online Channel.

1.14. **Merchant(s):** a natural or legal entity with whom Entrust has entered into an Agreement with respect to the use of iDIN, i.e. the Customer as defined in the Agreement, and who seeks to use iDIN in the context of providing a product or service to a User.

1.15. **Misuse**: improper use of one or more products or services in a manner of or for a purpose for which is not meant for the product or service, such as Money Laundering, Fraud and other purposes

which constitute a demonstrable breach of contract.

1.16. **Money Laundering:** carrying out transactions in order to mask the illegal origin of sums of money. The purpose of Money Laundering is to spend or invest the illegally obtained sums of money, and to hide the illegal origin of the money.

1.17. **Online Channel:** internet banking, the internet banking environment, the internet banking application or any other portal of the Issuer for the authentication and authorisation.

1.18. **iDIN Transaction Link:** this is a url/connection sent to the User and which leads to the landing page of the Platform. From this page a User can start an identification transaction.

1.19. **Platform:** a platform within the iDIN scheme registered in association with a specific party who provides a service or software to their business customers (hereinafter: "Platform-provider"). The User can provide their iDIN-data to Merchants via the Platform. Merchants will use iDIN within the Platform and can provide iDIN to Users from within the Platform. If the Customer purchases Entrust's ID Connect service, Customer's own platform will be registered as a Platform and Customer will be the Platform-provider. Otherwise, Entrust's Hosted Service will be the Platform and Entrust will be the Platform-provider.

1.20. R&R Online: The online Rules and Regulations maintained by Currence and that apply to all products and services of Currence, including iDIN, as described at https://www.currence.nl/en/rules-regulations/.

1.21. **User:** the natural person who will get access to the Online Channel by their Issuer, through which this person via the Online Channel of the Issuer can authorise an iDIN-message. The User has entered into an agreement with the Issuer (for example as part of the agreement or general terms and conditions for internet- and mobile banking as well as payment services).

2. **Allocation of Responsibility**.

2.1. The Acquirer, the Issuer and the DISP are in no way party in the contractual relationship between Merchant and User.

2.2. The iDIN-data of the User will be provided in accordance with the applicable data quality requirements, as stipulated in the administration of the Issuer; Entrust has no impact on this. Acquirer provides the transport of the iDIN-data and cannot guarantee the correctness of the iDIN-data.

2.3. Entrust, as the DISP, provides the iDIN-data as sent by Issuer to Merchant and is responsible for applying an equal or higher Confidence Level, with respect to the request of Merchant. It is the User themself who decides if, and if yes, which data as shown by the Issuer shall be shared by giving consent. The User shall identify themself with an authentication method as furnished by the Issuer. The BIN for the Platform-provider is always the same for the User if the User uses the same authentication method from the same Issuer.

2.4. The Merchant must request the iDIN-data of Users always on the basis of a clear purpose, announced to User in advance. In its request the Merchant must use the same legal and, if applicable, trade name, as stipulated in the agreement with the Acquirer.

2.5. Entrust as DISP processes the provided iDIN data in no way other than the way as agreed with the Merchant. Entrust shall use the iDIN data only with respect to the Agreement and the services as provided by Entrust and shall not use the iDIN data for their own purposes or sell the data to third parties (other than the Merchant). Merchant will give Entrust as DISP a confirmation of receipt, providing that Entrust is entitled to, on behalf of Merchant, exchange and decrypt messages with the Acquirer; if required, the Merchant shall provide the Acquirer the conformation of receipt of the Merchant. The User will give permission for the provision of the iDIN-data to the Merchant.

2.6. Merchant is only permitted to use the iDIN-data for its own use. Merchant is expressly prohibited

to act as an iDIN service provider towards third parties. If Merchant is acting as a Platform-provider, it is allowed to provide iDIN to third parties in accordance with article 9.

2.7. Merchant must have and is fully responsible for their own connections, hardware and software with respect to the use of iDIN, which will meet the requirements as stipulated by Entrust, Acquirer and/or Currence in the Agreement, these Additional Terms and/or the General Banking Conditions. The costs relating thereto will be borne by Merchant. Merchant is obliged to comply with the instructions and regulations of Entrust, Acquirer and/or Currence, in a timely and careful manner. Merchant is obliged to audit the proper operation and security of its own hardware, software and connections on a regular basis and to keep it up to date. Entrust is entitled to adjust the (minimum) requirements and will inform Merchant about these changes.

2.8. If Merchant is acting as a Platform-provider, Merchant is obliged to integrate iDIN in accordance with the terms and conditions as provided by Entrust, Acquirer and/or Currence. Merchant will always use the latest version of iDIN and will immediately integrate a new version, if available.

2.9. Merchant is prohibited from deleting Issuers out of the Issuerlist, without the prior permission of Acquirer.

2.10. Merchant is required to archive the transaction-information with respect to iDIN for a period of 13 months and will disclose this information on request to DISP in case of an investigation, for example in case of (suspicion of) fraud.

2.11. Merchant will never hold the Acquirer and/or Issuer liable for damages in connection with iDIN, unless insofar as the damages are due to wilful misconduct, gross negligence, or serious, structural deviations from the R&R Online including the technical standards that are part of the R&R Online. Merchant indemnifies the Acquirer and/or Issuer against any third party claims in connection with the use of iDIN. This indemnification is not applicable in case of wilful misconduct or gross negligence of Acquirer and/or Issuer.

3. **Compliance**.

3.1. Merchant shall comply with all applicable rules and regulations with respect to the use of iDIN, including – but not limited to – the applicable privacy laws and regulations. In particular, Merchant will process the iDIN-data in compliance with the General Data Protection Regulation.

3.2. In case of non-compliance with the laws and regulations as mentioned in the previous paragraph and/or in case of (alleged) Misuse, Entrust will warn Merchant and will give Merchant the possibility to change the approach. In urgent or serious cases Entrust is entitled to take all necessary (emergency) measures, notwithstanding the right of Entrust to claim damages and the right of Entrust to suspend or cancel the Agreement with immediate effect, without Entrust being liable for any damages suffered by Merchant.

3.3. Merchant guarantees compliance with all applicable requirements as stipulated in the Agreement, with respect to iDIN, including – but without limitation – the requirements which are applicable for the use of the iDIN logo as set forth in 'Guidelines and instructions for the use of the iDIN-logo'[1] and the 'Merchant Implementation Guide (MIG)'[2], and the conditions set forth in Annex 1 to these Additional Terms.

3.4. If the Merchant will use the iDIN Transaction Link, the Merchant will ask prior written permission from Entrust as DISP and in that case the Merchant will comply with all conditions applicable to this service, including the 'Rules for the use of the iDIN Transaction Link' set forth in Annex 1 to these Additional Terms.

4. **Suspension of iDIN Transactions**. DISP and/or Acquirer are entitled to deny or suspend iDIN

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[1] https://www.idin.nl/en/tools-documenten/
[2] https://betaalvereniging.atlassian.net/wiki/spaces/IIDIFMD/overview

transactions in case of the following situations:

a. Merchant acts in conflict with the provisions as set out in the Agreement, these Additional Terms and/or the General Banking Conditions, as well as the terms and conditions which are applicable to the use of iDIN;

b. Acts of Merchant reasonably necessitate such measures, in the opinion of the DISP and/or Acquirer, for example to prevent or limit Misuse;

c. If the Issuer denies the execution of (certain) iDIN transactions of the User.

5. **Complaint Procedure.**

5.1.   The Merchant is obliged to implement a proper complaint procedure, where Users have the possibility to directly contact the Merchant, in a quick and simple manner. The Merchant will at least give Users the possibility to directly contact the Merchant via e-mail. In addition, the Merchant will provide at least one other possibility for Users to directly contact the Merchant (for example via phone, chat or another medium), where the Merchant is reachable in a good manner.

5.2.   The Merchant guarantees that the information about the complaint procedure as meant in the previous paragraph is published in a clear, simple and easily accessible manner for the Users.

6. **Information Requests.**

6.1.   The Merchant is at all times obliged to cooperate with any information request, with respect to iDIN. On first request of Entrust and/or Acquirer, the Merchant will provide all necessary information without undue delay.

6.2.   With respect to the Acceptance Criteria that apply for the Merchant, the Merchant will provide all necessary information to Entrust that demonstrates that the Merchant complies with these Acceptance Criteria. The Merchant shall notify Entrust promptly if changes in the information and details occur which are relevant for iDIN, including the compliance with the Acceptance Criteria or where Merchant can reasonably expect that the changes are relevant.

6.3.   Merchant is obliged to inform Entrust at least three weeks prior to any change with respect to its organisation. This obligation to inform is in any case applicable in the following situations: 1. in case of termination or significant change of its business of profession, or in case of merger, acquisition or division of the company of Merchant; 2. in case of termination, dissolution or any decision thereof, if Merchant has the form of a partnership, a general partnership or limited partnership or is a legal entity.

6.4.   If Entrust determines that Merchant does not meet the Acceptance Criteria, Entrust is entitled to dissolve the Agreement with immediate effect, without Entrust being liable for any damages and costs as incurred by Merchant or third parties as a result of the dissolution of the Agreement.

6.5.   Merchant is obliged to immediately inform the DISP if Merchant knows or suspects unauthorized use, security incidents and/or personal data breaches with respect to iDIN.

7. **Engaging of Third Parties.** If the Merchant will use third parties with respect to the performance of its activities, the Merchant shall be and shall remain fully responsible and liable with respect to the obligations which apply to the Merchant. Merchant will ensure these third parties are familiar with, and bound by, all obligations which are applicable on the Merchant on the basis of the Agreement, these Additional Terms, the General Banking Conditions and/or the iDIN Merchant Implementation Guide, Guidelines and instructions for the use of the iDIN-logo, the Rules & Regulations online iDIN and all other conditions as mentioned in the agreement.

8. **PLATFORM**

8.1.   If and insofar Merchant as acts as a Platform-provider, the following conditions as stipulated in this article apply as well.

8.2.   Merchant is obliged to onboard their own business clients ("Sub-Merchants") in accordance with the R&R Online annex 'Minimum acceptance criteria Merchants'.

8.3.   Merchant is obliged to provide information on its website and in the conditions about how iDIN is provided and how Users can report incidents, disputes and calamities.

8.4.   Merchant is obliged to impose all conditions which are applicable on Merchant on the Sub-Merchants, via the general terms and conditions and/or written agreement.

8.5.   Merchant will register the Sub-Merchants on the platform of the Acquirer, to enable Issuer to display the name of the Sub-Merchant on the screens of Issuer and in order to make the name available in the reports of Currence.

8.6.   Merchant shall ensure the Sub-Merchants will implement iDIN in accordance with the 'Merchant Implementation Guide'.[3] Merchant shall take measures to guarantee that Sub-Merchants will comply with these obligations.

8.7.   Merchant shall ensure that Sub-Merchants will not pass through iDIN-data to third parties.

8.8.   Merchant is obliged to impose the following conditions as well on Sub-Merchants:

   a.   Sub-Merchant may provide iDIN, but the Merchant agreed the iDIN contract with the Acquirer or DISP;

   b.   Sub-Merchant is prohibited to pass through iDIN-data to third parties;

   c.   Merchant can be designated as 'processor' of the iDIN-data and is only entitled to process this data on the instruction of the Sub-Merchant as 'controller'.

TERMINATION OF THE AGREEMENT

10.1.   The DISP is entitled to terminate the Agreement with immediate effect and without notice of default, if at least one of the following grounds apply:

   a.   if Merchant does not comply with the conditions as stipulated in article 3 of these Additional Terms;

   b.   if, during the term of the Agreement, a withdrawal or change occurs in the representative authority of a party;

   c.   if the relation between the Acquirer and a party, or if the use of party of iDIN, will or may cause damage to the (reputation of) Acquirer and/or iDIN, or if the integrity of the banking sector is at risk;

   d.   if a party does not comply to the requirements as stipulated in the Agreement and/or in the fulfilment of its obligations regarding iDIN, if and insofar the failure justifies the termination.

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[3] https://betaalvereniging.atlassian.net/wiki/spaces/IIDIFMD/overview

ANNEX 1 – IDIN DOCUMENTATION

The following iDIN documentation is incorporated into and forms integral part of the Additional Terms.

- 'Identity instruction with respect to the use of the iDIN-logo' which can be found under https://www.idin.nl/en/tools-documenten/ .

- 'Merchant Implementation Guide (MIG)' which can be found under https://betaalvereniging.atlassian.net/wiki/spaces/IIDIFMD/overview .

- The 'Minimal acceptance criteria Merchants', if Merchant as acts as a Platform-provider, which can be found here: https://betaalvereniging.atlassian.net/wiki/spaces/SPEEL/pages/68747408/Annex+D+-+Minimum+acceptance+criteria+Merchants

The following rules apply to the use of the iDIN Transaction Link.

The **iDIN Transaction Link** can be sent via various means of communication (email, WhatsApp, SMS, etc.).

The **iDIN Transaction Link** should never lead directly to the screens of an Issuer.

Merchants wishing to make use of the iDIN Transaction Link are required to implement the following rules:

- The **iDIN Transaction Link** must not contain any personal or transactional information (information about the iDIN transaction may only be displayed in the vicinity of the Merchant or Platform-provider.). It is the responsibility of the Merchant to provide the User with advance insight into to whom he/she is (ultimately) paying (the so-called 'construct');

- The iDIN Transaction Link to initiate an iDIN transaction must lead to the payment environment of the Merchant using TLS or equivalent security techniques so that the User can always verify that the certificate of the iDIN Transaction Link belongs to the Merchant;

- The Merchant must be able to (acutely) withdraw the iDIN Transaction Link so that it can no longer be used for making transactions immediately;

- The Merchant using a iDIN Transaction Link must take market-based measures to mitigate the risks associated with (spear) phishing and spoofing;

- If the iDIN Transaction Link is provided by e-mail, the Merchant must have implemented at least the following standards:
  - o Sender Policy Framework (SPF);
  - o Domain-based Message Authentication;
  - o Reporting and Conformance (DMARC);
  - o DomainKeys Identified Mail (DKIM).

- The iDIN Transaction Link sent must have been agreed in advance by the Merchant with the User and must have been sent within the agreed time, either at a certain frequency, or be expected as a result of non-payment or late payment of an invoice in a reminder process. It must therefore always be a solicited iDIN Transaction Link;

- The iDIN Transaction Link sent must be clearly recognisable to the User as a iDIN Transaction Link from the relevant Merchant;

- The iDIN Transaction Link provided must lead the User by reference or iDIN Transaction Link to the environment of the Merchant, or its service provider, which has been announced to the User in advance;

- The environment of the Merchant provides the User with a description of the product/service to which the iDIN transaction relates;

- The opportunity to carry out the iDIN transaction (from the iDIN Transaction Link sent by the Merchant) must expire upon expiry of the expiration period or the successful completion of the transaction by the User.

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