International Card Services

Conditions for ICS Payment Control

Definitions

The following definitions are used in these terms and conditions:

Service: the 'ICS Payment Control' service as referred to in these terms and conditions;

Agreement: the agreement between you and ICS of which these terms and conditions form a part;

Virtual Card Account: the 16-digit number provided by ICS, which acts as an administrative account on which all transactions with a Virtual Card Number are registered and managed. It offers insight into and control over expenses without a physical card;

Virtual Card Account Holder: the person working in your organisation in whose name the Virtual Card Account is registered with ICS. The Virtual Card Account Holder is responsible on your behalf for the management of the Smart Data Portal, including the designation and determination of the roles and powers of Smart Data Users and the management of Virtual Card Numbers;

Smart Data Portal: the online Mastercard environment that ICS makes available to you in the context of the Service. Within this environment, you can designate Smart Data Users;

Smart Data User: The person designated/registered by the Virtual Card Account Holder to access the Smart Data Portal. Depending on the role of the Smart Data User, the Smart Data User can request or approve Virtual Card Numbers within the Smart Data Portal;

Virtual Card Number: any virtual, temporary Mastercard card issued by ICS within the framework of the Service that has been generated in the Smart Data Portal. This temporary card consists of a 16-digit card number with an expiry date and a three-digit CVC code. A Virtual Card Number can be used for one specific transaction or for multiple transactions.

Article 1. Description of services

1.1 ICS (International Card Services B.V., having its registered office at Wisselwerking 58, 1112 XS Diemen, the Netherlands, registered in the Commercial Register of the Amsterdam Chamber of Commerce under number 33200596), offers you the ICS Payment Control service. This service gives you access to the Virtual Card Account and Smart Data Portal. In the Smart Data Portal, you can produce Virtual Card Numbers that allow you to make online business payments with parties that accept Mastercard, such as suppliers to whom you wish to make invoice payments. All expenses that take place via a Virtual Card Number are linked to the corresponding Virtual Card Account and are booked to it.

Article 2. Applicable conditions and regulations

2.1 In addition to these terms and conditions, the General Terms and Conditions for the Card apply (depending on which Card you use from ICS, the following general conditions may also apply to the Service in addition to these terms and conditions: General Terms and Conditions Mastercard Business, General Terms and Conditions Mastercard Corporate, General Terms and Conditions ABN AMRO Business Card, General Terms and Conditions ABN AMRO Corporate Card, General Terms and Conditions Deutsche Bank Corporate). All provisions of the General Terms and Conditions for the Card relating to your Card (such as provisions on making payments and cancelling or applying for Cards) apply to ICS Payment Control. The defined terms in these Terms and Conditions that are capitalised have the same meaning as those in the definition list of the other General Card terms applicable to you.

2.2 In the event of a conflict with the conditions referred to under 2.1, the provisions of these ICS Payment Control conditions shall prevail.

2.3 Title 7B of Book 7 of the Dutch Civil Code and other laws and regulations, including Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015, do not apply. This only applies to the extent that it is legally permitted to deviate from this in agreements with non-consumers.

Article 3. Obligations applicable to you

3.1 You can only use ICS Payment Control as an existing corporate client of ICS with legal personality and can only access the service for transactions that you carry out in the context of your business operations.

3.2 You must designate an employee within your organisation as a Virtual Card Account Holder. You yourself must make arrangements with the Virtual Card Account Holder regarding the use and management of the Smart Data Portal and are responsible for this person's actions in connection with the service. ICS is not a party to this and does not check whether the use of the Smart Data Portal and the Virtual Card Number(s) created within it corresponds with your internal policy. ICS is not liable for any damage arising as a result of your use or misuse of ICS Payment Control.

3.3 The Virtual Card Account Holder appointed by you can decide which Smart Data Users have access to the Smart Data Portal, how many Virtual Card Numbers can be created, to whom the Virtual Card Numbers are issued and which user settings (such as spending limits, types of transactions and period of validity) apply to the Virtual Card Numbers. The exact powers for the Virtual Card Account Holder and Smart Data Portal Users can be found in the user manual provided to you by ICS.

3.4 The Virtual Card Account serves exclusively as an administrative tool for the management, reporting and processing of transactions made with Virtual Card Numbers generated in the Smart Data Portal and does not represent a physical card or means of payment in itself.

3.5 On the ICS Payment Control application form, you must indicate the spending limit on the Virtual Card Account. This limit may not be exceeded. The amount by which the spending limit is exceeded must be repaid to ICS immediately. ICS may change the spending limit with immediate effect.

3.6 In accordance with Article 7 of the General Terms and Conditions for the Card, you must keep an overview of the employees who use the Service, including the roles and powers of these employees, and must provide this overview to ICS immediately upon request. Based on this overview, ICS must be able to verify the identity of the employees concerned. You must demonstrate that the persons on this overview are actually employed by you.

Article 4. Smart Data Portal

4.1 The Virtual Card Account Holder can access the Smart Data Portal using the login credentials provided by ICS, such as the username and password or the security key (token).

4.2 In the Smart Data Portal, Smart Data Users can create Virtual Card Numbers. The Smart Data User must submit a request for this in the Smart Data Portal. A different Smart Data User with approval rights must then approve the request. After approval, the Smart Data Portal creates a Virtual Card Number with the payment characteristics specified in the request. This Virtual Card Number can then be used to pay at parties that accept Mastercard. The Virtual Card Number can be used in two ways: (i) it can be sent to the email address of the relevant party that accepts Mastercard. This party can initiate a transaction using the Virtual Card Number; or (ii) it becomes visible to the Smart Data User within his own Smart Data Portal environment. The Smart Data User can then make purchases online using the Virtual Card Number.

4.3 You must comply with the instructions from the user manual provided to you by ICS for the use of the Smart Data Portal.

4.4 You are responsible for the use of the Smart Data Portal and its implementation.

4.5 You are responsible for the safe and prudent use of the means of access and are fully liable for the consequences of any unauthorised or careless use.

4.6 The Smart Data Portal may only be used by you. You must report unauthorised use or suspicion thereof to ICS immediately.

4.7 ICS does not guarantee the uninterrupted availability of Smart Data Portal and the ICS Payment Control in general and is not liable for damage resulting from the unavailability, unauthorised use or abuse of Smart Data Portal and ICS Payment Control in general.

Article 5. Reporting

5.1 The transactions made with the Virtual Card Number are booked to the Virtual Card Account. Like all other Corporate credit card transactions, you can view the transactions through your account statement, My ICS Business or ICS Business App.

Article 6. Restrictions

6.1 ICS may, for serious reasons, impose restrictions on the provision of services, such as the number of Virtual Card Numbers, limits and the purposes for which they are created. ICS will inform you about this as soon as possible if it occurs.

6.2 You may only use ICS Payment Control as described in these terms and conditions. If you want to use ICS Payment Control for another purpose, you must agree on this with ICS beforehand.

Article 7. Responsibility for support staff

7.1 ICS is responsible for the services provided by subcontractors and support staff engaged by ICS. ICS is not responsible for the conduct and services of third parties engaged by you or not engaged by ICS itself.

Article 8. Rates

8.1 ICS may charge fees for the use of ICS Payment Control. ICS will inform you separately from this agreement about the rates for the services.

8.2 ICS may change rates and will inform you of this at least 30 days before the start date of the new rate.

Article 9. Changes to the agreement and conditions

9.1 ICS may change or supplement the Agreement with you and these conditions at any time. ICS will let you know at least 30 days in advance. The amendments and conditions will apply to you unless you terminate the Agreement before the amendments take effect.

Article 10. Personal data

10.1 Each party to this Agreement is responsible for its own processing of personal data. This is stated in the applicable laws and regulations in the field of privacy. ICS complies with these laws. You can read more about how ICS processes your personal data in the privacy statement. You can find these on our website. In addition to the legislation and the privacy statement, the additional privacy conditions from this article apply.

10.2 The Virtual Card Account Holder can add users to the Smart Data Portal. The name and email address of the users are processed. The virtual card number is also processed. This is necessary to carry out the service. The legal basis for the processing of personal data is that it is necessary for the performance of the Agreement.

10.3 Mastercard is responsible for storing this personal data in the Smart Data Portal. Mastercard may transfer personal data to its affiliates in the United States. If you would like to know more about how Mastercard processes your personal data, you can consult Mastercard's applicable privacy statement.

10.4 ICS has made agreements with Mastercard about the secure processing of personal data.

Article 11. Duration, suspension and termination of agreement

11.1 The Agreement is valid for an indefinite period of time. You may terminate the Agreement at any time with a notice period of one month. It may take a few days for ICS to process your termination. You will receive confirmation as soon as your termination has been processed. The Agreement will be terminated as of that moment. ICS may terminate the Agreement in writing or electronically at any time and must observe a notice period of two months.

11.2 In addition to Article 33 of the General Conditions of the Card, ICS may immediately suspend or terminate the Agreement if:
(a) you fail to fulfil your obligations under the Agreement;
(b) you are declared bankrupt or apply for a moratorium;
(c) the relationship between you and ICS is terminated; or
(d) in the event that your actions or inaction damage or may damage ICS or its image. This may be the case, for example, if there are complaints about you.

Article 12. Applicable law and disputes

12.1 The Agreement and these terms and conditions are governed by Dutch law.

12.2 Disputes will be submitted to the competent court in Amsterdam.

Diemen, July 2026

ICS-401-EN-07/2026