

# International Cards Acquiring POS

## Product Conditions



### 1. Definitions

Words and expressions defined in the Wholesale Banking Conditions shall have the same meaning when used in the Agreement and these Product Conditions, unless defined otherwise herein. In addition, capitalised terms shall have the following meaning:

#### Account

The account(s) as indicated in the Product Agreement to/from which ING credits or debits amounts pursuant to the Agreement.

#### Agreement

The agreement between the Merchant and ING regarding International Cards Acquiring POS.

#### Card

A physical debit card or credit card or a virtual debit or credit card of a Payment Brand with which Payment Transactions can be made via a Payment Terminal at a POS-location of the Merchant.

#### Cardholder

The holder of a Card, including the owner of a mobile phone to which a Card is linked.

#### Chargeback

A refund of a Payment Transaction with a Card at the request of the Cardholder. This Payment Transaction can be refunded in accordance with the regulations of the Payment Brand.

#### EMV-Payment Terminal

A Payment Terminal certified for accepting Payment Transactions with Cards containing an EMV-chip.

#### ING

ING Bank N.V.

#### Manual

The manual 'What you need to know about accepting cards' as amended from time to time.

#### Merchant

The Client within the meaning of the WBC which obtains the product International Cards Acquiring POS from ING.

#### Payment Brand

The brand names and logos appearing on the Card which are the property of the card schemes like MasterCard and/or Visa.

#### Payment Facilitator

A party entering into agreements with merchants for the purpose of facilitating ING's acquiring of card transactions from such merchants, which may include the settlement of such transactions via the payment facilitator's account.

#### Payment Terminal

A device with which the Merchant can accept Payment Transactions with Cards of the Payment Brands.

#### PCI DSS

The requirements set by the Payment Card Industry Data Security Standard for the processing, forwarding and storing of Cardholder- and Card-data.

#### POS

Point-of-Sale, the physical location of the Merchant where Payment Transactions with Cards of the Payment Brands can be accepted.

#### Product Agreement

The agreement between the Merchant and ING regarding International Cards Acquiring POS.

#### Product Conditions

These Product Conditions International Cards Acquiring POS.

#### Refund

A refund of a Payment Transaction at the request of a customer of the Merchant in accordance with Clause 6 of these Product Conditions.

#### WBC

The Wholesale Banking Conditions.

### 2. Applicable Conditions

- 2.1. The WBC and these Product Conditions form part of the Agreement and the Product Agreement apply to the services provided thereunder.
- 2.2. If these Product Conditions are provided in another language than English, the English language version will prevail.
- 2.3. These Product Conditions International Cards Acquiring POS are a Services Document as referred to in the WBC.
- 2.4. The Merchant shall comply with the requirements under the Agreement, the Product Agreement, these Product Conditions, the WBC, the Manual and other applicable Services Documents.

### 3. The product International Cards Acquiring POS

- 3.1. With the product International Cards Acquiring POS, the Merchant can accept Payment Transactions with Cards of the Payment Brands set out in the Agreement at its POS-locations.
- 3.2. ING provides the transport and the processing of data of Payment Transactions made with a Card at the POS-location of the Merchant and the pay-out of such Payment Transactions in the agreed manner.
- 3.3. The Merchant can notify ING of changes, such as the addition or removal of a Payment Brand, a Payment Terminal or a POS-location, by means of the relevant form. The Agreement does not terminate by the removal of a Payment Brand.

## 4. Payment Terminals

4.1. To be able to accept Payment Transactions with Cards and execute Refunds, the Merchant must have an EMV-Payment Terminal which has a valid PCI DSS-safety certificate and meets the requirements of the relevant Payment Brands. The provision, installation and management of the EMV-Payment Terminal and the required electricity and telecommunication connection do not form part of the product International Cards Acquiring POS.

4.2. ING is not liable for any loss and/or damage resulting from failures in the electricity or telecommunication connection and/or in (any equipment connected to) the Payment Terminal.

4.3. The Merchant must at all times comply with the requirements included in the Manual and in addition is obliged to:

- install the Payment Terminal in such a way that the entry of a PIN is shielded from third parties;
- check the Payment Terminal at each activation or deactivation;
- only install ING approved applications;
- only accept Payment Transactions or execute Refunds via an EMV-Payment Terminal; and
- cooperate with and provide information to ING or a third party engaged by ING about the Payment Terminal.

ING is entitled to check whether the Merchant complies with the requirements.

4.4. The Merchant must enter the Merchant-ID and payment terminal number provided by ING in the Payment Terminal. If after the execution of a Payment Transaction it appears that the Merchant-ID or payment terminal number did not correspond with the information provided by ING and ING has already credited the amount of the Payment Transaction to the Account, ING is authorised to debit the amount of the Payment Transaction from the Account.

4.5. The Merchant is obliged to properly secure the equipment, software, systems and data connections for the storage and transmission of Cardholder-, Card- and Payment Transaction-data.

4.6. If the Merchant's Payment Terminal does not meet the PCI DSS regulations, ING is entitled to deactivate the Payment Terminal for the acceptance of Payment Transactions and/or the execution of Refunds.

4.7. The Merchant shall not commence technical processes or have such continue, if the Merchant suspects or could have suspected that these processes could hinder ING, a Payment Brand and/or other users of the payment system. The Merchant must also notify ING of this without delay.

4.8. ING is authorised to deactivate Payment Terminals if the Merchant acts contrary to these Products Conditions.

## 5. Acceptance of Payment Transactions

5.1. The Merchant must ensure that the Cardholder personally enters its PIN in the EMV-Payment Terminal, if applicable

5.2. The names and logos of the Payment Brands set out in the Agreement must be clearly visible for the public at the POS-location of the Merchant.

5.3. The Merchant shall not accept Payment Transactions with Cards for third parties and/or allow cash withdrawals via the Payment Terminal, unless it has obtained ING's written permission for this. The Merchant also shall not act as a Payment Facilitator for or resell the product International Cards Acquiring POS, unless the Merchant has entered into a separate agreement with ING for such purpose.

5.4. The Merchant must inform its customers if-in accordance with EU law or regulations- costs are charged for a Payment Transaction with a Card. The costs must be reasonably proportionate to the costs the Merchant pays for the Payment Transaction.

5.5. The Merchant may not impose as a condition for a Payment Transaction with a Card that the Cardholder waives its Chargeback-rights or charge costs in the event the Cardholder exercises those rights.

5.6. The Merchant shall only accept Payment Transactions that meet the requirements set out in the Manual. For the avoidance of doubt, the Merchant may not accept a Card if the EMV-chip cannot be read, the Card is refused by the Payment Terminal, or the PIN has been entered incorrectly three times.

5.7. The Merchant may not divide a Payment Transaction into several Payment Transactions.

5.8. ING guarantees that a Payment Transaction is credited to the Account if the Payment Terminal has accepted the Payment Transaction and the issuing organisation of the Card has authorised the Payment Transaction. This guarantee does not apply if:

- there is demonstrably more than one Payment Transaction for the same purchase;
- there are demonstrably incorrectly processed Payment Transactions which are the result of technical failures;
- ING can demonstrate that the Merchant has breached any of its obligations under the Agreement, these Product Conditions, or the Manual;
- the Merchant has accepted Payment Transactions via a Payment Terminal which is not EMV-certified;
- the Merchant has accepted a Payment Transaction with a credit card whilst the Payment Terminal is offline; or
- the Payment Terminal does not meet the PCI DSS requirements.

## 6. The Refund product

6.1. If agreed, ING will provide the Merchant with the Refund product. With this product, the Merchant can execute a Refund transaction with a Card.

The Refund product terminates as soon as the product International Cards Acquiring POS is terminated.

6.2. ING provides the transport and the processing of data of Refunds executed by the Merchant at the POS-location of the Merchant.

6.3. The Merchant can execute a Refund via a Payment Terminal if the customer wishes to exchange or return an item paid for by a Card. The Refund can consist of the full purchase amount or a part thereof.

6.4. The Merchant may only execute a Refund if:

- the customer of the Merchant shows by means of a receipt that it, or a third party, has paid at the Merchant with a Card for the item or the service for which the Refund is executed; and
- the amount of the Refund is not higher than the amount that according to the receipt has been paid for the relevant item or service.

6.5. The Merchant is obliged to take all reasonable measures to ensure the secure use of the Refund product and shall remain at all times responsible for its internal authorisations to execute Refunds. ING will not be liable for any loss and/or damage as a result of incorrect, unauthorised, or fraudulent Refunds.

6.6. If the Refund has been executed successfully, the Payment Terminal prints a transaction slip. The Merchant must sign this transaction slip and hand it to its customer. The transaction slip is evidence for the Refund.

6.7. Refunds in excess of the limits specified in the Agreement will not be executed. ING is entitled at any time to change the existing limits, set new limits for and/or block the use of the Refund product. ING will notify the Merchant of such a change of limits or blocking.

6.8. The Payment Terminal and/or the cash register connected to the Payment Terminal must be protected by a password which is requested for each Refund. The Merchant must ensure that the default password is changed into a password that is only known by employees authorised by the Merchant to execute Refunds, and the Merchant may not remove or turn off this security measure.

6.9. The amount of the Refund will be set-off against amounts which ING is due to the Merchant on the agreed level of payment pursuant to the Product Agreement or, in case such amounts are less than the amount of the Refund, against any higher pay-out level. ING is entitled to debit any Refund from the Account designated for debits pursuant to the Agreement.

## 7. Chargebacks

7.1. A Cardholder may request a Chargeback of a Payment Transaction, amongst others if it is disputed that:

- the Payment Transaction was executed by the Cardholder; and/or
- goods and/or services which relate directly to the Payment Transaction have been delivered (correctly) to the Cardholder.

7.2. ING will handle a Chargeback-request in accordance with the licence agreement with the Payment Brand of the relevant Card. After receipt of the request, ING will start an investigation on behalf of the card scheme owning the relevant Payment Brand. As part thereof, ING may ask the Merchant for information. The Merchant must provide the requested information within 10 working days after the request date to ING.

7.3. During the Chargeback-procedure, ING does not act on behalf of the Merchant or Cardholder and is not a party to a dispute between the Merchant and the Cardholder or its issuing organisation.

7.4. ING informs the Merchant about the outcome of the investigation. ING cannot influence the outcome of the investigation and appeal is not possible. The outcome of the investigation is binding for the Merchant and ING.

7.5. A Chargeback may be disadvantageous for the Merchant, even if ING has authorised the Merchant to charge a Card for an intended Payment Transaction.

7.6. The Merchant accepts any other measures imposed by a Payment Brand. The Merchant cannot defend itself against a Chargeback or fine via ING.

7.7. If a Chargeback-request is granted and ING has notified the Merchant thereof, the amount of the Chargeback will be set-off against amounts which ING is due to the Merchant on the agreed pay-out level pursuant to the Product Agreement or, in case such amounts are less than the amount of the Chargeback, against any higher pay-out level. ING is entitled to debit any Chargeback from the Account designated for debits pursuant to the Agreement.

7.8. ING is entitled to change the pay-out level to location or contract level to prevent a negative balance as a result of a Chargeback.

## 8. Suspension

8.1. ING is authorised to immediately fully or partially suspend the acceptance of Payment Transactions, the execution of Refunds and/or the pay-out of turnover, if ING is of the view that (i) suspension is necessary for the security of the payment system or (ii) the Merchant breaches one or more obligations pursuant to the Agreement. The Merchant is notified by ING of the reasons for the suspension. ING may impose additional conditions to the lifting of the suspension. In case of a suspension, all fees and costs pursuant to the Agreement are immediately due and payable.

## 9. Prohibited business

9.1. ING will check if what the Merchant offers meets our policy for accepting and refunding Card Payments. Our approval is not a guarantee of unlimited future use. An approved application can be rejected by ING at a later date. Among other things, our review means that the Merchant does not offer products and/or services which could, amongst others, relate to:

- pornography, adult content, bestiality, perversity, prostitution and/or child pornography;
- gambling and/or games activities without the Merchant having the required licences from the relevant supervisory bodies and/or authorities and without explicit prior approval from ING;
- anonymous financial products that are difficult or impossible to trace, such as cryptocurrencies or physical anonymous prepaid cards that you can use at a payment terminal and that are not tied to a specific spending purpose or store;
- Firearms and ammunition; or
- (soft) drugs or other substances with a narcotic or psychedelic effect.

9.2. The Merchant does not facilitate or accept Payments and Refund transactions for or on behalf of others (e.g., as a Payment Service Provider or 'Money Remittance Service Bureaus').

- Your product/service does not conflict with the rules of the various Payment Brands.
- Your product/service does not conflict with Dutch laws and regulations, not even under a toleration policy.

## 10. Information and collaboration

10.1. The Merchant is obliged to inform ING correctly and completely, in particular on the nature of the activities of the company and associated information. The Merchant must also inform ING if there are changes which influence the performance of the Agreement, such as:

- bankruptcy, insolvency, moratorium, statutory debt adjustment, dissolution or liquidation of the Merchant or a similar procedure;
- change of the POS-location where the Payment Terminal is placed;
- replacement of the Payment Terminal;
- change or termination of the Account;
- change of the nature of the business operations.

10.2. If the Merchant knows or suspects that Cardholder- and/or Card-data are or have been accessible to third parties, the Merchant is obliged to notify ING immediately and provide ING with all relevant information.

10.3. The Merchant is obliged at ING's first request to cooperate in an investigation if ING or the Merchant suspects or observes that:

- use has been made of fake, falsified or stolen Cardholder- and/or Card-data;
- Cardholder- and/or Card-data have been used fraudulently; and/or
- there are fraudulent acts and/or Payment Transactions in any other way.

10.4. The Merchant is obliged at ING's first request to cooperate in an investigation into the manner in which the Merchant accepts Payment Brands and protects Cardholder- and Card-data.

10.5. The costs associated with an investigation as referred to in Clauses 10.3 and 10.4 are for the account of the Merchant. The Merchant may not carry out acts or omissions which may be detrimental to the investigation, unless it has obtained ING's permission for this or has been instructed by ING to do so. The Merchant may not influence the results of the investigation.

10.6. ING processes the information received from the Merchant for the benefit of the investigation. ING may provide this information and/or the results of the investigation to the Payment Brands, the licence holders of the Payment Brands if relevant, security and investigation firms and/or investigation authorities. The Merchant may request further information in writing.

## 11. Compliance with PCI DSS and Payment Brand requirements

11.1. The Merchant is obliged at the latest within 3 months after entering into the Agreement to declare in writing in a form acceptable to ING that the Merchant meets the requirements of PCI DSS. The Merchant must take note of and at all times comply with the requirements set by PCI DSS and the relevant Payment Brands for Payment Terminals and other payment infrastructure.

11.2. The Merchant receives at least every 12 months an online questionnaire in which ING checks whether the Merchant complies with the PCI DSS regulations. The Merchant must return the completed questionnaire as soon as possible. The Merchant may also have a certified party carry out an onsite audit instead. The Merchant must send the results of the audit immediately to ING.

11.3. If the audit or questionnaire shows that the Merchant does not comply with the PCI DSS requirements, the Merchant shall ensure that it will become compliant within a period to be agreed with ING. As long as the Merchant is not compliant, the Merchant may continue to accept Payment Transactions provided that it shall indemnify ING for any fine or penalty imposed on ING in relation to the Merchant's non-compliance with the PCI DSS requirements.

11.4. The Merchant is not obliged to accept all card types of a Payment Brand for Cards that are issued in the EEA. The Merchant must clearly display (both at the point of sale and online) which card types it accepts and accept payments with these Cards. As of 1 January 2025 the Merchant must accept all card types (debit credit, prepaid and commercial) of a Payment Brand that are issued outside the EEA in accordance with the relevant Payment Brand rules ('honor all cards rule').

In case the Merchant does not process all its cards transactions via ING, it remains the Merchant's responsibility to ensure that all required card types, in line with honor all cards rule, are accepted through either ING and/or through a third-party acquirer.

## 12. Confidentiality and personal data management

12.1. The Merchant may not have Cardholder- and/or Card-data stored or processed by third parties without ING's prior written consent. ING is not a party to such an agreement between the Merchant and a third party. The Merchant is obliged to ensure it is stipulated for the benefit of ING in the agreement with the third party that the third party complies with the obligations of the Merchant arising from the Agreement and these Product Conditions. Without prejudice to the WBC, the Merchant will indemnify ING against any claims by third parties which in any way relate to the outsourcing of the processing or storage of Cardholder- and/or Card-data.

12.2. The Merchant is obliged to keep Cardholder- and Card-data confidential and shall ensure and warrants that its employees and third parties working for the Merchant will comply with the same duty of confidentiality.

12.3. The Merchant is permitted to provide Cardholder-data if a competent authority so requests. The Merchant shall notify ING immediately after receipt of such a request.

12.4. The Merchant is obliged to (i) take all possible measures to prevent Cardholder- and/or Card-data from being known or being able to be intercepted by third parties and (ii) carefully comply with the relevant regulations and instructions in these Product Conditions and the Manual.

12.5. The Merchant may only use Cardholder- and Card-data in the performance of the Agreement. The Merchant may not share Cardholder- and Card-data with third parties, may not sell them and may not process or use them for different purposes.

12.6. The Merchant may not record Cardholder- and Card-data without ING's prior written consent. In the event ING gives such consent, the Merchant is obliged to record data in accordance with PCI DSS requirements. The Merchant may never record the CVC2/CVV2-code.

12.7. The Merchant agrees that ING may provide Merchant data such as name, trade name, postal code, address, place of business and the number of processed Payment Transactions to third parties involved in the performance of the Agreement.

### 13. Cost specification and reporting

ING will notify the Merchant via the monthly invoice and merchant reporting on the (composition of) costs, charges and fees payable by the Merchant to ING in the agreed manner.

### 14. Evidence and checking

The transaction slip of the Payment Terminal on which Payment Transactions and Refunds are printed constitutes conclusive evidence between the Merchant and ING that a Payment Transaction or Refund has been executed, subject to evidence to the contrary. The Merchant is obliged to secure and store any data in accordance with PCI DSS requirements and for a period of at least 24 months. The Merchant must notify ING within two months after the date stated on the transaction slip in writing of any complaints.

### 15. Liability

15.1. Without prejudice to any other limitations of liability and the provisions in the WBC, ING will not be liable for any loss and/or damage resulting from failures or interruptions in (the availability of) the payment infrastructure, downtimes related to maintenance activities which have been communicated by ING in advance, or in the event of fraud or unlawful acts in any way whatsoever during the acceptance of Payment Transactions with Cards and/or the execution of Refunds. ING is entitled to recover any loss and/or damage incurred by ING from the Merchant if such loss and/or damage results from fraudulent or unlawful acts by the Merchant.

15.2. The Merchant is liable for any claim and/or fine imposed by a Payment Brand on ING to the extent such claim or fine relates

to any act or omission of the Merchant. The Merchant shall indemnify ING for such claims and/or fines.

15.3. ING is entitled to, fully or partially, not pay-out the amount of accepted Payment Transactions to the Merchant:

- in the event of a Chargeback;
- in the event of claims and/or fines by a Payment Brand resulting from any act or omission of the Merchant; or
- in the event of other claims of ING against the Merchant which arise from the Agreement.

The amount which is not paid out to the Merchant by ING will not exceed the anticipated amount of the loss. ING is entitled to suspend the pay-out until it is clear whether there is loss and what the amount of the loss is. This amount includes investigation and other costs and fines which a Payment Brand may impose. The Merchant will not receive any interest on the suspended amount.

15.4. The Merchant is fully liable in the event of loss and/or damage from the use of a non-EMV-certified Payment Terminal for accepting Payment Transactions with Cards and/or the execution of Refunds.

15.5. The Merchant shall be liable for all losses and/or damages arising from the non-performance of any of its obligations pursuant these Product Conditions.

### 16. Duration and termination

16.1. The Agreement commences on the date stated in the confirmation letter.

16.2. Without prejudice to the WBC, ING is entitled to terminate the Agreement with immediate effect or suspend the performance of ING's obligations pursuant to the Agreement with immediate effect without being required to pay damages or any form of compensation if ING is of the view that customers of the Merchant request an unreasonably high number of Chargebacks, or the Chargebacks concern above average large amounts or are excessive.

16.3. The Merchant must remove the logos and names of the Payment Brands from its POS-locations immediately after the Agreement is terminated.

