

Rabobank iDEAL
Additional Conditions for
CPSPs 2018



Rabobank

2018 Rabobank iDEAL Additional Conditions for CPSPs

For translation purposes only

These 2018 Rabobank iDEAL Additional Conditions for CPSPs will apply in addition to the provisions of the 2018 Rabobank iDEAL General Conditions and any successors thereof designated by the Rabobank.

These 2018 Rabobank iDEAL Additional Conditions for CPSPs form an integral part of the 2018 General Rabobank iDEAL Conditions. This means, e.g., that these Additional Conditions will also be governed by the provisions on amendment of the 2018 Rabobank iDEAL General Conditions.

Additional Definitions

Retailer:	the party for which the Merchant accepts iDEAL payments pursuant to a contract entered into between the Retailer and the Merchant.
General Conditions:	the 2018 Rabobank iDEAL General Conditions and their successors designated by the Rabobank.
Currence:	Currence iDEAL B.V., having its registered office in Amsterdam.

Additional provisions

In addition to the provisions of the General Conditions, the Merchant will be required to ensure that, for the term of the Agreement, it is listed in the public registers of the Dutch Central Rabobank (DNB) as a payment service provider (e.g. as a payment institution).

As soon as the Merchant becomes aware that it may reasonably expect its listing in the DNB public registers to end, the Merchant will notify Rabobank forthwith in accordance with the Manual.

The Merchant also warrants vis-à-vis the Rabobank that the Merchant will punctually perform the statutory duties imposed on the Merchant in its capacity as a payment service provider.

In addition to the provisions of the General Conditions, the Merchant will be required to ensure that, for the term of the Agreement and in its role as Collecting Payment Service Provider for iDEAL, it is a Certificate Holder pursuant to a valid contract with Currence.

As soon as the Merchant becomes aware that it may reasonably expect no longer to qualify as a Certificate Holder for Currence, the Merchant will notify Rabobank forthwith in accordance with the Manual. The Merchant also warrants vis-à-vis the Rabobank that the Merchant will punctually perform its contractual obligations vis-à-vis Currence.

In derogation of the provisions of the General Conditions, the Merchant may not accept any iDEAL payments for itself, but only for Transactions of Retailers.

In derogation of the provisions of the General Conditions, the Merchant may accept such iDEAL payments on Websites of Retailers, and the addresses of such Websites need not be included in the Agreement. The Merchant is to notify the Rabobank in accordance with the Manual of the Retailers for which it accepts iDEAL payments and the Website(s) on which the Transactions of the Retailers take place. Moreover, the Merchant is to use 'SUB-IDs' for each Retailer, in accordance with the provisions of the Manual.

On the Rabobank's request, the Merchant will immediately provide such information about the Retailers to the Rabobank as the Rabobank may require. That information will in any event include the name, address, city and Trade Register details of the Retailer, and the internet addresses on which the Retailer accepts iDEAL payments, and all such other information about the Retailer and the Transactions for which the iDEAL payments are effected as the Rabobank may require.

If any obligation under the General Conditions imposed on the Merchant is factually performed by a Retailer rather than by the Merchant itself, the Merchant will warrant vis-à-vis the Rabobank that the Retailer will punctually perform such obligation. On the Rabobank's demand, the Merchant will demonstrate to the Rabobank's satisfaction that a Retailer has punctually performed such obligations.

In addition to the provisions of the General Conditions, the Merchant will indemnify the Rabobank against any claims that Retailers may have against the Rabobank in connection with the Agreement. The Rabobank will not be liable to the Merchant for any damage suffered by the Retailer as a result of failure to perform any obligations under the Agreement.

The Account is to be held by a civil-law foundation ("foundation") meeting at least the requirements set by DNB and Currence and the provisions of the Manual in that respect.

The Rabobank will be entitled in the current account agreement to be entered into by it with the foundation to set additional requirements for the method by which the foundation forwards the iDEAL payments received to Retailers. The Merchant warrants vis-à-vis the Rabobank that the foundation holding the Account will forward the iDEAL payments to the Retailer in accordance with the arrangements made in that respect between the Merchant and the Retailer, and between the Rabobank and the foundation, if applicable. The Merchant warrants vis-à-vis the Rabobank the performance of the foundation's obligations vis-à-vis the Rabobank in connection with the Agreement.

The Merchant warrants vis-à-vis the Rabobank that the Retailer and the foundation referred to in article 2.7 will use the data on Clients solely for their own administrative handling of the iDEAL payment and subject to the statutory obligations in respect of personal data protection.

In addition to the provisions of the General Conditions, the Rabobank will also be entitled to suspend all or part of the access to Rabobank iDEAL granted by the Rabobank to the Merchant if and as long as the Rabobank is of the opinion that the interests of the Retailer or the Client are, or may be, prejudiced. If the Rabobank suspends access to Rabobank iDEAL on the foregoing ground, it will notify the Merchant.

