

# ADDITIONAL CONDITIONS IDIN

## EVIDOS B.V.

Version: 1.0  
Date: 4 August 2020

These Additional Conditions apply to every Agreement between Evidos B.V. (hereinafter: “Evidos”), where Evidos fulfils the role of DISP, and the Client (hereinafter: “Merchant”) that wishes to use iDIN. Hereinafter collectively referred to as “Parties” and individually “Party”. Evidos, in their role as DISP, is obliged by Currence, to impose certain conditions to Merchant and Evidos is obliged to ensure that Merchant will comply with these conditions. These mandatory additional conditions and the way in which they are monitored are stipulated in these Additional Conditions.

### ARTICLE 1. ADDITIONAL DEFINITIONS

Capitalised terms in this Additional Conditions have the following meanings. If and insofar the capitalised terms are not mentioned in this article, the definitions as stipulated in the General Terms and Conditions of Evidos will apply.

- 1.1. **Additional Conditions:** the terms as stipulated in the underlying document.
- 1.2. **Acceptation Criteria:** the acceptation 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 which have concluded a licence agreement with Currence and which party concludes agreements with Merchants/DISP’s regarding the iDIN service.
- 1.4. **Annex:** an annex to these Additional Conditions and/or Agreement, which forms integral part of the Agreement.
- 1.5. **BIN:** the Bank Identification Number, a unique number for every combination Issuer, Merchant 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:** de entity Currence Holding B.V., sole shareholder of iDIN B.V.
- 1.8. **DISP:** de Digital Identity Service Provider, the role that Evidos fulfils, where Evidos has entered into an agreement for iDIN with Currence. Evidos as DISP makes agreements with Merchants. In addition, the DISP can provide the technical link of the iDIN-messaging data with the Acquirer and/or the Merchant. Finally, the DISP can also decrypt the iDIN data and process the data of the User(s) on behalf of the Merchant.
- 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-regelingerichtlijnen/algemene-bankvoorwaarden-abv/>.
- 1.11. **General Terms and Conditions:** the general terms and conditions as used by Evidos, which forms integral part of the Agreement.
- 1.12. **iDIN:** the online identification service of Currence, through which Users can communicate and identify for Merchants via the Online Channel of their own Issuer. Via iDIN one or multiple specific (personal) data of the User will be provided to the Merchant via the Online Channel.
- 1.13. **iDIN-message(s):** a message through which a User can identify itself via the Online Channel of its Issuer and through which he can provide (personal) data, so the Merchant can verify the identity of the User.

- 1.14. **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 provides all activities with respect to the authorisation of iDIN-messages via the Online Channel.
- 1.15. **Merchant(s):** the natural or legal entity with whom Evidos has entered into an Agreement with respect to the use of iDIN.
- 1.16. **Misuse:** improper use of (one or more) Product(s) in a manner of or for a purpose for which is not meant for the Product, such as Money Laundering, Fraud and an attributable failure in performing the Agreement.
- 1.17. **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 illegal obtained sums of money, without the illegal origin of the sums of money can be proved.
- 1.18. **Online Channel:** is meant as internet banking, the internet banking environment, the internet banking application or any other portal of the Issuer for the authentication and authorisation.
- 1.19. **Product-paymentlinks:** this is a url/connection a Merchant can send to the User and which leads to landings page of the Merchant or DISP. From this page a User can start the transaction.
- 1.20. **Platform:** a platform as Merchant within the iDIN scheme, is a party who provides a service or software to their business customers (hereinafter: 'sub\_Merchants'). The User can provide its iDIN-data to sub\_Merchants via the platform. These sub\_Merchants will use iDIN within the platform and can provide iDIN to Users.
- 1.21. **User:** the natural person which will get access to the Online Channel by his 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).

## **ARTICLE 2. ALLOCATION OF RESPONSIBILITY**

- 2.1. The Acquirer, the Issue 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; Evidos has no impact on this. Acquirer provides the transport of the iDIN-data and cannot guarantee the correctness of the iDIN-data.
- 2.3. Evidos provides as DISP the iDIN-data as send by Issuer to Merchant and is responsible to apply an equal or higher Confidence Level, with respect to the request of Merchant. It is the User itself who decides if, and if yes, which data as shown by the Issuer shall be shared by giving consent. The User shall identify itself with an authentication method as furnished by the Issuer. The BIN for the Merchant is always the same for the User if the User uses the same authentication method from the same Issuer.
- 2.4. The Merchant asks the iDIN-data of Users always on the basis of a clear purpose, announced to User in advance. Hereby the Merchant uses the same legal and, if applicable, trade name, as stipulated in the agreement with the Acquirer.
- 2.5. Evidos as DISP processes the provided iDIN data in no way other than the way as agreed with the Merchant. Evidos shall use the iDIN data only with respect to the Agreement and the services as provided by Evidos 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 Evidos as DISP a confirmation of receipt, providing that Evidos 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. It is Merchant only permitted to use the iDIN-data for its own use. It is Merchant expressly prohibited to act as iDIN service provider towards third parties. If Merchant is acting as Platform, 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 Evidos, Acquirer and/or Currence in the Agreement, these Additional Conditions 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 Evidos, 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. Evidos is entitled to adjust the (minimum) requirements and will inform Merchant about these changes.

- 2.8. Merchant is obliged to integrate iDIN in accordance with the terms and conditions as provided by Evidos, Acquirer and/or Currence. Merchant will always use the latest version of iDIN and will immediately integrate a new version, if available.
- 2.9. If possible, it is Merchant prohibited to delete 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 these 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 and the technical standards. 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.

### **ARTICLE 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 law- and regulation. 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 law- and regulation as mentioned in the previous paragraph and/or in case of (alleged) Misuse, Evidos will warn Merchant and will give Merchant the possibility to change the approach. In urgent or serious cases Evidos is entitled to take all necessary (emergency)measures, notwithstanding the right of Evidos to claim damages and the right of Evidos to suspend or cancel the Agreement with immediate effect, without Evidos 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](#)'<sup>1</sup> and the '[Merchant Implementation Guide \(MIG\)](#)'<sup>2</sup>, and the conditions as set forth in the Annex of these Additional Conditions.
- 3.4. If the Merchant will use the Product-paymentlinks, the Merchant will ask prior written permission from Evidos 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 Product-link' as attached as Annex of these Additional Conditions.

### **ARTICLE 4. SUSPENSION OF IDIN TRANSACTIONS**

- 4.1. DISP and/or Acquirer are entitled to deny or suspend iDIN transactions in case of the following situations:
  - a. Merchant acts in conflict with the provisions as set out in the Agreement, these Additional Conditions 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 reasonable require to take such measures, in the opinion of the DISP and/or Acquiren, for example to prevent or limit Misuse;
  - c. If the Issuer denies the execution of (certain) iDIN transactions of the User.

### **ARTICLE 5. COMPLAINT PROCEDURE**

- 4.1. The Merchant is obliged to implement a proper complaint procedure, where Users have the possibility to come in direct contact with Merchant, in a quick and simple manner. The Merchant will

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<sup>1</sup> <https://www.idin.nl/en/tools-documenten/>

<sup>2</sup> <https://betaalvereniging.atlassian.net/wiki/spaces/IIDIFMD/overview>

at least give Users the possibility to come direct contact with 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.

- 4.2. 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.

#### **ARTICLE 6. INFORMATION REQUESTS**

- 6.1. The Merchant is at all times obliged to cooperate in any information request, with respect to iDIN. On first request of Evidos and/or Acquirer, the Merchant will provide all necessary information without undue delay.
- 6.2. With respect to the Acceptation Criteria that apply for the Merchant, the Merchant will provide all necessary information to Evidos that demonstrates that the Merchant complies with these Acceptation Criteria. The Merchant shall notify Evidos promptly if changes in the information and details occur which are relevant for iDIN, including the compliance with the Acceptation Criteria or where Merchant can reasonable expect that the changes are relevant.
- 6.3. Merchant is obliged to inform Evidos 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 Evidos determines that Merchant does not meet the Acceptation Criteria, Evidos is entitled to dissolve the Agreement with immediate effect, without Evidos 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 immediate inform the DISP if Merchant knows or suspect the authorized use, security incidents and/or personal data breaches with respect to iDIN.

#### **ARTICLE 7. ENGAGING OF THIRD PARTIES**

- 7.1. If the Merchant will use third parties with respect to the performance of their 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 Conditions, 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.

#### **ARTICLE 8. IDIN SIGNING**

- 8.1. If and insofar iDIN Signing is part of the Services, the following article will also apply.
- 8.2. The Merchant guarantees the Services will not be used:
  - i. If the Merchant knows or suspects that there is a (possible) act of fraud of otherwise unlawful and/or criminal act made by User;
  - ii. In breach with applicable law and/or regulation;
  - iii. In breach with the rights of third parties;
  - iv. For acts that may damage or damages the reputation of Currence and/or iDIN.
- 8.3. The Merchant is responsible for the determination of the User is authorised and competent to conclude agreements or to commit to the obligations with respect to the document to be signed.
- 8.4. The Merchant will inform the User about the successful signing of the document and will provide the signed document to the User.
- 8.5. The Merchant will support the User, if necessary on request of Evidos as DISP, with respect to questions about the signed document and the signing service. The Merchant will provide on request of User all signed documents, including the supporting evidence stating that the User signed the document and the document is unchanged.

## **ARTICLE 9. PLATFORM**

- 9.1. If and insofar Merchant can be classified as Platform, the following conditions as stipulated in this article apply as well.
- 9.2. Merchant is obliged to onboard their sub\_Merchants in accordance with the R&R Online Annex 'Minimum acceptance criteria Merchants'.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. Merchant shall ensure the sub\_Merchants will implement iDIN in accordance with the 'Merchant Implementation Guide'.<sup>3</sup> Merchant shall take measures to guarantee that sub\_Merchants will comply with these obligations.
- 9.7. Merchant shall ensure that sub\_Merchants will not pass through iDIN-data to third parties.
- 9.8. Merchant is obliged to impose the following conditions as well on sub\_Merchants:
  - i. sub\_Merchant may provide iDIN, but the Merchant agreed the iDIN contract with the Acquirer or DISP;
  - ii. sub\_Merchant is prohibited to pass through iDIN-data to third parties;
  - iii. 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'.

## **ARTICLE 10. 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 Conditions;
  - 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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<sup>3</sup> <https://betaalvereniging.atlassian.net/wiki/spaces/IIDIFMD/overview>

## ANNEX 1 – IDIN DOCUMENTATION

The following iDIN documentation is applicable on the Agreement and forms integral part of the Agreement.

- '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 can be qualified as Platform, which can be found here: <https://betaalvereniging.atlassian.net/wiki/spaces/SPEEL/pages/68747408/Annex+D+-+Minimum+acceptance+criteria+Merchants>

Rules for the use of the Product-link:

A Product-link (hereinafter referred to as: Link) is a URL that leads to the online environment of a Merchant, CPSP, DISP or C2C Provider (hereinafter referred to as: Scheme participant) where the User can check the transaction and initiate a Product Transaction. The Link can be sent via various means of communication (email, WhatsApp, SMS, etc.).

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

Scheme participants wishing to make use of Product Transaction links are required to implement the following rules:

- The Link must not contain any personal or transactional information (information about the Product Transaction may only be displayed in the vicinity of the Scheme participant.). It is the responsibility of the Scheme participant to provide the User with advance insight into to whom he/she is (ultimately) paying (the so-called 'construct');
- The Link to initiate a Product Transaction must lead to the payment environment of the Scheme participant using TLS or equivalent security techniques so that the User can always verify that the Certificate of the Link belongs to the Scheme Participant;
- The Scheme participant must be able to (acutely) withdraw the Link so that it can no longer be used for making transactions immediately;
- The Scheme participant using a Link must take market-based measures to mitigate the risks associated with (spear) phishing and spoofing;
- If the Link is provided by e-mail, the Scheme Participant must have implemented at least the following standards:
  - Sender Policy Framework (SPF);
  - Domain-based Message Authentication;
  - Reporting and Conformance (DMARC);
  - DomainKeys Identified Mail (DKIM).
- The Link sent must have been agreed in advance by the Scheme Participant 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 Link;
- The Link sent must be clearly recognisable to the User as a Transaction Link from the relevant Scheme participant;
- The Link provided must lead the User by reference or link to the environment of the Scheme Participant, or its service provider, which has been announced to the User in advance;
- The environment of the Scheme participant provides the User with a description of the product/service to which the Product Transaction relates;
- The opportunity to carry out the Product Transaction (from the Link sent by the Scheme participant) must expire upon expiry of the expiration period or the successful completion of the transaction by the User.