

IDIN Terms and Conditions via DISP Bluem for Merchants (via Partner) 2019

1. Definitions

- 1.1 Merchant: the party who uses the iDIN provision of personal data of a User via DISP Bluem on the basis of an agreement with a Partner, as supplemented by these General Terms and Conditions.
- 1.2 Partner: an authorized reseller of Bluem that offers Bluem's iDIN services to other parties. Partners are B2B software companies, system integrators, or solution providers. Typically, the Partner by themselves handle sales, onboarding and support for a customer for both API and Dashboard usage of DISP Bluem iDIN service.
- 1.3 Bluem: Bluem B.V., with its registered office in Amersfoort. Bluem fulfills the role of DISP (Digital Identity Service Provider) for iDIN.
- 1.4 iDIN: the standards or token rules managed by iDIN B.V., established in Amsterdam, on the basis of which iDIN can grant Merchants via DISP Bluem.
- 1.5 iDIN provision: the personal data and / or document signature of the User who receives Bluem via Acquirer on the basis of an iDIN request from the Issuer and makes it available electronically to the Merchant.
- 1.6 iDIN request: the electronic request from the Merchant to Bluem for an iDIN provision.
- 1.7 Password: the password that, in combination with the username, is required for the Merchant's or Partner's employee to make use of the iDIN via DISP Bluem Dashboard.
- 1.8 Certificate or Token: a certificate or token from Bluem required for the use of iDIN via DISP Bluem.
- 1.9 Documentation: the iDIN Documentation from Bluem that is applicable to iDIN via DISP Bluem, as well as the replacements of those manual (s) designated by Bluem.
- 1.10 Issuer: the user's bank that sends the personal data and / or document signature of the User included in its administration to Bluem in connection with an iDIN provision.
- 1.11 User: the person who, at the request of the Merchant, gives the Issuer an order for an iDIN provision.
- 1.12 iDIN via DISP Bluem: the iDIN-based service from Bluem, with which the Merchant, direct or indirect via Partner, can receive iDIN benefits.
- 1.13 Dashboard: <https://viamijnbank.net/cgi-bin/WebObjects/ESDashboard.woa> and / or web pages designated by Bluem on which Bluem makes information, setting options and other functions about iDIN available to the Merchant and/or Partner via DISP Bluem.
- 1.14 Agreement: the agreement concluded between the Partner and the Merchant, regarding iDIN via DISP Bluem in which these General Terms and Conditions have been declared applicable.
- 1.15 Bluem website: www.bluem.nl and / or one or more of its subpages and webpages designated by Bluem to replace them.
- 1.16 Acquirer: A party who has a License Agreement for iDIN with Currence has concluded to fill in the routing role and thus the link is between DISP and Issuer for iDIN.
- 1.17 Terms and Conditions: These IDIN Terms and Conditions via DISP Bluem for Merchants (via Partner) 2019 which have been accepted by the Merchant via <https://bluem.nl/en/bluem-bv-contact?news#iDINterms>

2. Contract duration

- 2.1 The termination of the Agreement does not relieve the parties from the obligations arising the General Terms and Conditions, which by their nature continue after the termination of the Agreement such as - but not limited to - the provisions of Articles 4, 7 to 9, 12, 14 and 16 to and with 23.

3. iDIN via DISP Bluem, direct or indirect via connecting Partner: features

- 3.1 With iDIN via DISP Bluem, the Merchant can request the User's personal data via an iDIN request from the Issuer's administration. If the User and the Issuer agree to the provision of (a part of) the personal data included in the iDIN request, Bluem will provide the Merchant with the personal data received from the Issuer via the iDIN provision.
- 3.2 The detailed features of iDIN via DISP Bluem are described in the Documentation. Bluem is always authorized to change the characteristics of iDIN via DISP Bluem and will inform the Merchant of such changes in a manner to be determined by Bluem.
- 3.3 Bluem provides the personal data of the User as recorded in the administration of the Issuer. Bluem therefore does not guarantee the accuracy, completeness and topicality of the personal data included in the iDIN disclosure. Bluem is therefore not liable towards the Merchant for errors in the iDIN provision. Bluem also does not vouch for the legal capacity or legal capacity of the User. Bluem stipulates on behalf of the Acquirer and Issuer that the Merchant may not sue the Acquirer and Issuer for (damage as a result of) errors in the iDIN provision.
- 3.4 The Merchant is not permitted to remove one or more Issuers from the so-called issuer list as described in the Documentation.
- 3.5 Not all banks active in the Netherlands participate in iDIN as Issuer. iDIN via DISP Bluem may only be used for legal activities (on websites) according to Dutch and international law. The personal data included in the iDIN disclosure may not be processed outside the European Union (EU).
- 3.6 Bluem will make commercially responsible efforts to enable the Merchant to submit iDIN requests and to collect iDIN services for 7 days a week and 24 hours a day. Bluem is, inter alia in the event of malfunctions, maintenance work or security incidents, authorized to limit and / or suspend iDIN in whole or in part via DISP Bluem. Bluem will, if possible, give the Merchant advance notice via the Bluem website or in another way of the (intention to) suspend, unless Bluem finds this undesirable in connection with, for example, fraud prevention or detection or the interests of third parties.

- 3.7 Bluem is authorized to suspend the fulfillment of its obligations under these General Terms and Conditions, including the issue of iDIN benefits, with immediate effect, in whole or in part, if and as long as the Merchant or the Partner, in the opinion of Bluem, fails to fulfill his obligations under these General Terms and Conditions and/or the Agreement, or there is a difference of opinion between the Merchant or the Partner and Bluem or between Bluem and third parties. When using the right to suspend Bluem, Bluem is not obliged to declare the Merchant in default, nor to compensate any damage to the Merchant. This suspension right does not affect all other rights of Bluem, including the right to compensation for damage, and / or termination of the Agreement.

4. iDIN via DISP Bluem, direct or indirect via Partner: privacy and security

- 4.1 The Merchant is responsible, as referred to in the applicable privacy legislation, with regard to the personal data received from the User by the Merchant in the iDIN provision.
- 4.2 The Merchant guarantees Bluem that it always complies with the then applicable privacy legislation. The Merchant will, for example, process the personal data received through the iDIN provision in a proper and careful manner, taking into account the applicable laws and regulations, including the Personal Data Protection Act.
- 4.3 The Merchant may only use iDIN via DISP Bluem and the personal data received from the User via the iDIN provision for itself and activities agreed with Bluem. The Merchant is not permitted to process the data for other purposes.
- 4.4 The Merchant will protect the data received via the iDIN provision in both a technical and organizational manner in such a way that unauthorized persons cannot gain access to this data. The Merchant shall immediately inform Bluem of problems and / or irregularities, including suspected or actual unauthorized use, security incidents and data breaches within the meaning of Article 34a of the Personal Data Protection Act, with regard to the data provided by iDIN.
- 4.5 If unauthorized use, security incidents or data breaches could occur because the security measures of the Merchant are insufficient, the Merchant will adjust those security measures without delay to stop or prevent unauthorized use, security incidents and data breaches. The Merchant will upon request inform Bluem about the measures taken.
- 4.6 The Merchant will keep Bluem informed of new developments regarding the data breach and will immediately provide Bluem with all requested information and cooperation in connection with the breach of security or the data breach.

5. iDIN via DISP Bluem, direct or indirect via Partner: own goods, connections

- 5.1 The Merchant is responsible for its own account and risk for the uninterrupted availability, adequate security and proper functioning of the goods and (telecommunications) services required for iDIN via DISP Bluem, as described in the Documentation. Bluem may change the specifications of the required goods and / or (telecommunications) services, and will inform the Merchant of such changes in a manner to be determined by Bluem.
- 5.2 The Documentation describes the requirements with regard to the place(s) and method (s) where the Merchant presents iDIN via DISP Bluem on its systems.

6. iDIN via DISP Bluem, direct or indirect via Partner: Certificate or Token

- 6.1 The Merchant needs Certificate or Token for the use of iDIN via DISP Bluem. This Certificate or Token will be provided by Bluem.
- 6.2 The Merchant is irrevocably and unconditionally bound by, and responsible for, all (legal) acts performed with its Certificate or Token. The Merchant bears the risk of unauthorized use of the Certificate or Token.
- 6.3 The Merchant ensures that his Certificate or Token remain secret, are used and stored safely, and are only known to, and accessible to, persons authorized to perform (legal) acts with them on behalf of the Merchant.
- 6.4 The Merchant will take such measures that unauthorized access to and use of Certificate or Token is not possible. The Merchant will keep information regarding the security aspects of iDIN via DISP Bluem confidential. The Merchant has constantly carefully check whether the Certificate or Token are used exclusively by authorized persons and in strict compliance with his instructions and are kept safely.
- 6.6 The Merchant will immediately check any communication from Bluem to the Merchant regarding the use of a Certificate or Token for accuracy. If, based on the notification, the Merchant is of the opinion that there has been or has been incorrect use of a Certificate or Token, the Merchant will immediately inform Bluem about this.
- 6.7 The Merchant is obliged to immediately request Bluem to block a Certificate or Token as soon as the Merchant knows or suspects that a Certificate or Token:
- is lost or stolen;
 - is used or may be used by unauthorized persons, or
 - is being used or may be used in violation of instructions from the Merchant.
- Bluem will block the ability of the Merchant to perform (legal) acts with the Certificate or Token as soon as reasonably possible after the Merchant has requested Bluem to be blocked in accordance with the above provisions.
- 6.8 At the request of Bluem, the Merchant will no longer use a Certificate or Token and / or use a replacement Certificate or Token on the date indicated by Bluem.

7. Use iDIN via DISP Bluem, direct or indirect via Partner: General

- 7.1 The Merchant may only use iDIN via DISP Bluem on its systems for the activities of the Merchant itself described in the Agreement. The Merchant may only use iDIN via DISP Bluem on another website and / or for other activities, after the Merchant has received prior written permission from Bluem. This permission must be requested from Bluem. Bluem is in no way obliged to grant the requested permission and can attach additional conditions to a granted permission.
- 7.2 The Merchant is authorized, at his own expense and risk, to engage third parties in the performance of the Agreement. The Merchant is obliged to inform Bluem in writing before the Merchant uses a third party as processor with regard to the iDIN benefits, in writing about the statutory name, trade name, registered office, actual business address, number of Chamber of Commerce registration or similar number, contact person name, address and telephone number of the contact person of such a processor. The Merchant ensures that the third parties engaged by the Merchant are fully aware of and bound by the obligations that arise for the Merchant and / or third parties from the Agreement. The Merchant ensures that these third parties

correctly comply with such obligations, and will enforce compliance with those obligations in law at Bluem's first request.

The Merchant is aware that the involvement of third parties involves risks.

The Merchant will take the necessary care into account when choosing those third parties.

- 7.3 The Merchant may only use iDIN via DISP Bluem and the personal data received from the User via the iDIN provision for himself and not for others. The Merchant may not make the personal data received from the User via iDIN provided to others in any way.
- 7.4 The Merchant guarantees that the Merchant does not use iDIN via DISP Bluem;
- A. if the Merchant knows or suspects that fraud has been or may be committed or is otherwise unlawful and / or punishable by or to the disadvantage of the User, Bluem, Acquirer or the Issuer;
- B. in the event of (legal) acts that are in conflict with, or act in conflict with, Dutch, foreign or international laws or regulations;
- C. for (legal) acts that concern goods or services whose existence, exploitation, trading, possession or use is punishable in the Netherlands or abroad;
- D. with (legal) acts that infringe the rights of third parties;
- E. for (legal) acts that are unlawful in the Netherlands or abroad for other reasons;
- F. if, as a result, the reputation of Bluem or Acquirer and / or the image of iDIN is or can be damaged through DISP Bluem;
- G. if this causes inconvenience to Users or the financial institutions of those Users;
- H. if the Merchant thereby acts contrary to the Agreement, these General Terms and Conditions or the Documentation. In the situation referred to under A., the Merchant must inform Bluem without delay in accordance with the provisions of the Documentation and follow the instructions of Bluem.
- 7.5 The Merchant fully indemnifies Bluem, Acquirer and Issuers for damage as a result of claims from third parties, including Users, which are related to iDIN via DISP Bluem.

8. Use iDIN via DISP Bluem, direct or indirect via Partner: Communication

- 8.1 The (brand) name and logo of iDIN, and the techniques, documentation and methods used by Bluem for the execution of the Agreement and / or made available to the Merchant, are subject to intellectual property rights (including this trademark rights, copyrights and patent rights) of, among others, Bluem and its suppliers.
- 8.2 Except insofar as this is necessary for the execution of the Agreement or permitted in these General Terms and Conditions or the Documentation, the Merchant may use the (brand) name and the logo / logo of iDIN, and / or techniques, documentation and methods made available to the Merchant, not using, reproducing / copying, modifying, publishing or making available to third parties (under whatever title) without prior written permission from Bluem.

9. Use iDIN via DISP Bluem, direct or indirect via Partner: Information and research

- 9.1 The Merchant provides Bluem on first request with the information requested by Bluem about the use of iDIN via DISP Bluem by the Merchant and / or about the Merchant's fulfillment of his obligations under the Agreement. The Merchant is responsible for the accuracy and completeness of the information provided.
- 9.2 The Merchant grants Bluem the right to have the Merchant's administration and (computer) systems examined by an independent party if Bluem has reasonable grounds to doubt the correct fulfillment by the Merchant or third parties engaged by it of the obligations arising from the agreement. The Merchant will fully cooperate with this party in conducting the investigation. The costs of the investigation will be borne by Bluem, unless the investigation shows that the Merchant or a third party engaged by him has failed to fulfill the obligations described in this article. In the latter case, the Merchant is obliged to reimburse Bluem for the reasonable costs of the investigation.
- 9.3 At the request of Bluem or the relevant supervisor, the Merchant cooperates without delay in requests for information in relation to ((safety) incidents at) iDIN via DISP Bluem. The Merchant is obliged to Bluem to strictly follow any instructions and measures from the regulator.

10. iDIN request via DISP Bluem, direct or indirect via Partner

- 10.1 The Merchant may request an iDIN provision from Bluem with an iDIN request that meets the provisions of the Documentation. Bluem is not obliged to process an iDIN request if the iDIN request and / or the way in which the iDIN request is submitted does not comply with the provisions of the Documentation.
- 10.2 In the iDIN request, the Merchant states, in accordance with the Documentation, which data must be included in the iDIN provision. In the iDIN request, the Merchant only requests the data from the User that the Merchant needs for the purpose that the Merchant has made clear to the User prior to the iDIN request.
- 10.3 In the iDIN request and on its systems, the Merchant uses the same (statutory and / or commercial) name, address and other data as in the Agreement.

11. iDIN distribution, direct or indirect via Partner

If the Issuer provides the personal data of the User to Bluem on the basis of an iDIN request, Bluem makes the iDIN provision available to the Merchant in accordance with the Documentation. The Merchant can collect the iDIN provision in accordance with the Documentation and within the maximum period included in the Documentation from Bluem.

12. Complaint handling in connection with iDIN benefits

The Merchant must:

- a handle complaints about the use / abuse and the (legal) consequences of iDIN benefits for your own account and risk;
- b provide the information about the complaint handling in a timely manner and in a clear manner before the iDIN provision;
- c be easily accessible by e-mail and via telephone or chat box for complaints and respond without unnecessary delay;
- d handle the complaint carefully, in a reasonable manner and within a reasonable period of time;
- e at the request of Bluem, take reasonable account of the information received by Bluem, direct or indirect via Partner, from the Issuer about the validity of the user's agreement for the iDIN provision when handling complaints.

13. Dashboard, Password

- 13.1 The Dashboard is part of iDIN via DISP Bluem. Bluem or Partner may provide you access to the Dashboard. The characteristics and functions of the Dashboard are described in the Documentation. Bluem has the right to change the characteristics and / or functions of the Dashboard at any time and will inform the Merchant of those changes, or allow the Merchant via the Dashboard, the Bluem website or otherwise to take cognizance thereof.
- 13.2 The Merchant will request and / or change the Password required for the use of the Dashboard in accordance with the Documentation.
- 13.3 The Merchant is irrevocably and unconditionally bound by all (legal) acts performed in the Dashboard. The Merchant bears the risk of unauthorized use of the Password.
- 13.4 The provisions of Article 6 on Certificate and Token apply mutatis mutandis to the Password.

14. Merchant Details

- 14.1 The Merchant is responsible for the accuracy and completeness of the information that it has made known to Bluem and or Partner. The Merchant will immediately inform Bluem if this information changes.
- 14.2 Bluem has the right to provide the data about the Merchant and its use of iDIN via DISP Bluem, which data Bluem has received from the Merchant and / or which Bluem has collected or compiled itself, to third parties directly or indirectly involved with iDIN and if that is necessary or desirable in the opinion of Bluem.

15. iDIN documentation

- 15.1 The documentation used by Bluem applies to the use of iDIN via DISP Bluem. This Documentation is included on the Dashboard or is otherwise made known or made available by Bluem, via Partner, to the Merchant. The Merchant is obliged to comply with this Documentation. The Merchant is not permitted to use iDIN via DISP Bluem if the Documentation is not complied with.
- 15.2 Bluem may change the Documentation referred to in Article 15.1 with immediate effect, and will inform the Merchant of such changes, in a manner to be determined by Bluem.

16. Relations with third parties

- 16.1 Bluem is not a party to the (legal) acts between the User and the Merchant. Bluem, Acquirer and Issuer are not liable towards the Merchant for (legal) acts of Users. The Merchant indemnifies Bluem, Acquirer and Issuer for all claims of Users that are related to (legal) acts performed between User and the Merchant and the use of iDIN via DISP Bluem, and Bluem compensates the damage that Bluem suffers as a result of such claims.
- 16.2 The Merchant will resolve disputes with Users or others whose data have been obtained through an iDIN provision by the Merchant in a reasonable manner at his own expense and risk.
- 16.3 Bluem is authorized to use the services of third parties in the performance of the Agreement. Bluem will take the necessary care into account when choosing those third parties.
- 16.4 The Merchant is authorized, at his own expense and risk, to engage third parties in the performance of the Agreement.

17. Liability

- 17.1 Without prejudice to what is stipulated elsewhere in these General Terms and Conditions about liability, and unless arising as a direct result of its intent or gross negligence, Bluem is not liable for damage that directly or indirectly results from:
- non-compliance by the Merchant or Partner with the provisions of the Agreement, these General Terms and Conditions or the Documentation;
 - international conflicts;
 - violent or armed actions;
 - measures taken by any domestic, foreign or international government;
 - measures by a regulatory body;
 - boycott actions;
 - labor disputes with third parties or among the company's own staff;
 - disruptions in and suspension of the electricity supply, in telecommunication services or connections, or in equipment or software of Bluem or of third parties engaged by Bluem;
 - shortcomings by third parties that Bluem engages in the performance of the Agreement, if Bluem demonstrates that it has been careful in its choice of that third party.
- 17.2 Under no circumstances is Bluem liable for indirect damage, including lost profit, damage as a result of business interruption and consequential damage.

18. Proof

The data stored by Bluem or by third parties engaged by it with regard to the implementation of the Agreement, including the use of Passwords and Certificates, serves as complete proof to the Merchant, unless the Merchant provides proof to the contrary.

19. Terms and Conditions Merchant, applicable law, competent court

- 19.1 The terms and conditions of the Merchant do not apply to the Agreement.
- 19.2 Only Dutch law applies to the Agreement. Disputes between parties related to the Agreement, the General Terms and Conditions declared applicable therein and the Documentation can only be submitted to the Dutch court.

20. Change to General Terms and Conditions

Bluem is authorized to supplement, change and / or replace these General Terms and Conditions. Bluem will inform the Merchant at least sixty days before the start date of a supplement, change or replacement, in a manner to be determined by Bluem. If the Merchant does not agree with a supplement, change and / or replacement, he must notify Bluem in writing within 30 days of canceling the Agreement.

21. Merger / split / transfer

- 21.1 All powers, rights and obligations of Bluem can also be exercised independently and jointly and severally by Bluem's legal successor (s) after legal merger or after legal split of Bluem.
- 21.2 Bluem is authorized to transfer (partially) the rights from the Agreement and / or the legal relationship (s) in which it stands to the Merchant or Partner with the related additional rights to a third party. By signing the Agreement, the Merchant grants permission for this in advance / the Merchant or Partner has granted permission for this in advance.
- 21.3 Wherever the word "Bluem" is mentioned in the General Terms and Conditions and in the Agreement, the successor (s) of Bluem must also be understood after a merger or division or transfer.

22. Partial invalidity and voidability

The invalidity or voidability of a provision in these Terms and Conditions or in the Agreement does not lead to the nullity or voidability of these Terms and Conditions or the Agreement, nor any other provision thereof.

23. Permits and exemptions / registration obligation

- 23.1 The Merchant, and Partner, must always have the permits, exemptions and exemptions that are necessary for (the exercise of) his profession or business. The Merchant must also be registered in the registers if this is necessary for the exercise of his profession or business. The Merchant is obliged to show this if Bluem so requests. Bluem can ask the Merchant or Partner for a statement from the institution that has granted the permit or exemption. If the Merchant or Partner cannot provide such a statement, the Merchant must demonstrate that he does not require a permit or exemption. Bluem determines how the Merchant can demonstrate this.
- 23.2 The Merchant or Partner may not act contrary to the conditions of a permit or exemption.
- 23.3 The Merchant or Partner must ensure that the permits and exemptions do not expire or are withdrawn. Whether this is likely to happen.
- 23.4 All this also applies to registrations and exemptions there from.