

Additional Rabo iDEAL Professional Terms and Conditions for CPSPs 2023

These Additional Rabo iDEAL Professional Terms and Conditions for CPSPs 2023 apply in addition to the provisions of the Rabo iDEAL Professional Terms and Conditions for Merchants 2023 and any succeeding documents designated by Rabobank.

These Additional Rabo iDEAL Professional Terms and Conditions for CPSPs 2023 are an integral part of the Rabo iDEAL Professional Terms and Conditions for Merchants 2023. This means, for example, that any provisions amending the Rabo iDEAL Professional Terms and Conditions for Merchants 2023 also apply to these Additional Terms and Conditions.

1 Additional definitions

1. Shop: the party for which the Merchant accepts iDEAL payments pursuant to a contract concluded between the Shop and the Merchant.
2. General Terms and Conditions: the Rabo iDEAL Professional Terms and Conditions for Merchants 2023 and any succeeding documents designated by Rabobank.
3. CPSP: Collecting Payment Service Provider: payment service provider that collects funds for third parties and acts as the Merchant.
4. C2C provider: a payment service provider certified by Currence for the role of C2C provider in the iDEAL scheme.

2. Additional provisions

1. In addition to the provisions of the General Terms and Conditions, the Merchant is obliged to ensure that during the term of the Agreement, the public records of DNB show that the Merchant is authorised to provide payment services in the Netherlands. As soon as the Merchant knows or may reasonably expect that its registration in DNB's public registers will end, the Merchant must notify Rabobank accordingly without delay. The Merchant also warrants to Rabobank that the Merchant will perform the statutory obligations applicable to the Merchant in its capacity as payment service provider.
2. In addition to the provisions of the General Terms and Conditions, the Merchant is obliged to ensure that during the term of the Agreement, based on a valid certification or accreditation agreement with Currence, the Merchant is certified for the role of Collecting Payment Service Provider for iDEAL and will perform its contractual obligations towards Currence, including but not limited to the obligations ensuing for the Merchant from the iDEAL scheme Rules and Regulations. As soon as the Merchant knows or may reasonably expect that the Merchant will no longer be regarded by Currence as a Certificate Holder, the Merchant must notify Rabobank accordingly without delay in accordance with the Manual.
3. The Merchant is not permitted to enter into an agreement for the use of Rabo iDEAL Professional with another Collecting Payment Service Provider and/or a C2C provider.
4. At variance with the provisions of the General Terms and Conditions, the Merchant may not accept iDEAL payments for itself, but only for Shop Transactions. At variance with the provisions of the General Terms and Conditions, the Merchant may accept such iDEAL payments on Shop Websites and the addresses of those Websites need not be included in the Agreement. The Merchant must notify Rabobank of the Shops for which it accepts iDEAL payments and of the Websites on which the Shop Transactions take place, in accordance with the Manual. In addition, the Merchant must use so-called SUB-IDs for each Shop, in accordance with the provisions of the Manual.
5. At Rabobank's request, the Merchant must immediately provide Rabobank with the Shop information requested by Rabobank. Such information includes in any case the Shop's name, address, city and Business Register details and the internet addresses at which the Shop accepts iDEAL payments, as well as any other information requested by Rabobank about the Shop and the transactions for which the iDEAL payments are made.
6. If any obligation of the General Terms and Conditions applicable to the Merchant is not actually to be performed by the Merchant itself but by a Shop, the Merchant warrants to Rabobank that the Shop will perform that obligation. At Rabobank's first request, the Merchant will prove to Rabobank's satisfaction that a Shop has performed such obligations.
7. In addition to the provisions of the General Terms and Conditions, the Merchant indemnifies Rabobank against all claims of Shops against Rabobank that are connected to the Agreement. Rabobank is not liable to the Merchant for any loss or damage suffered by any Shop as a result of any failure in the performance of commitments under the Agreement.

8. The Account must be held by a foundation that meets, as a minimum, the statutory requirements and the relevant requirements set by DNB and Currence and the provisions of the Manual. From the moment that Rabobank permits the opening of an account with segregated capital as referred to in Article 3:29aa of the Financial Supervision Act (or any replacement article) with Rabobank, this account may be used by the Merchant – after approval and subject to conditions set by Rabobank – as an account in which the iDEAL payments are received by the Merchant. In the current account agreement concluded between Rabobank and the foundation, Rabobank has the right to set additional requirements on how the foundation is to pass on the iDEAL payments received to Shops. The Merchant warrants to Rabobank that the foundation holding the Account will pass on the iDEAL payments to the Shop in accordance with the arrangements made in that regard between the Merchant and the Shop, and any arrangements made between Rabobank and the foundation. The Merchant warrants to Rabobank the performance of the foundation's obligations to Rabobank that are related to the Agreement.
9. The Merchant warrants to Rabobank that the Shops and the foundation too, as referred to in Article 2.8 above, will use the data on Customers only for their own administrative processing of iDEAL payments and iDEAL VAS and with due observance of the statutory obligations on the protection of personal data.
10. In addition to the provisions of the General Terms and Conditions, Rabobank also has the right to suspend, in whole or in part, Rabobank's provision of Rabo iDEAL Professional to the Merchant if and for as long as Rabobank believes that a Shop's or a Customer's interests are or may be harmed. If Rabobank suspends the provision of Rabo iDEAL Professional on this ground, it will inform the Merchant accordingly.