

## SAFE PAYMENTS TERMS AND CONDITIONS

### 1. APPLICABILITY OF SAFE PAYMENTS TERMS AND CONDITIONS

1.1 SAFE Payments is a method of payment that offers security to both buyer and seller (the customer and merchant ["**Supplier**"] respectively). A payment made with SAFE Payments ("**Payment**") offers the assurance that both the delivery or performance to the customer and the payment to the Supplier take place in accordance with all agreements between the Supplier and customer.

1.2 The agreements made between the Supplier and the customer are made in the form of a purchase or sale agreement ("Purchase Agreement").

1.3 The Supplier and the customer have also made an additional SAFE Payments Agreement, in which they agree that the payment of the amount due to the Supplier in accordance with their Purchase Agreement is carried out with SAFE Payments as payment method. The SAFE Payments Terms and Conditions thus become part of the Purchase Agreement, where existing rights and obligations of the customer and Supplier (where relevant including the terms of delivery of the Supplier) continue to exist unaltered.

1.4 SAFE Payments is not possible as a payment method for agreements that are or have been concluded remotely or outside the sales area.

1.5 The SAFE Terms of Use apply to access to and use of SAFE and interaction with SAFE Payments. These are included at the bottom of this document. Because the customer accepts these at the time the SAFE Payments Agreements are made, an agreement is concluded between the customer and SAFE Payments.

1.6 Online Payment Platform ("OPP") enables the Supplier to offer the customer SAFE Payments as a payment method and manages the cash flow associated with SAFE Payments. OPP does this based on an agreement concluded with the supplier. Article 7 contains more information about OPP.

1.7 In these SAFE Payments Terms and Conditions, the words printed in bold are defined. The words defined as such are also used in the SAFE Terms of Use and have the same meaning.

### 2. PURCHASE AGREEMENT

2.1 As part of the Purchase Agreement, the Supplier and the customer agree that the Payment will be payable to the Supplier in one go or divided into various instalments. A payment due under a Purchase Agreement can also be made with a series of successive payments ("**Payment Schedule**"), depending on, for example, the steps that the Supplier goes through on delivery or performance. All this is set out in the Purchase Agreement.

2.2 After concluding the Purchase Agreement, the SAFE Payments agreement and when the Supplier has registered these in SAFE, the customer receives a message from the SAFE system by email (and optionally text message) with a link to their SAFE Page where the customer can access their SAFE page and the details of their SAFE order.

2.3 It is the Supplier's responsibility to enter the Purchase Agreement and all relevant data, such as the date on which the Payment must be made and the Payment Schedule at the time of registration. It is the responsibility of the customer to check all relevant data for the Purchase Agreement based on their copy of the Purchase Agreement. In the event of inaccuracies, incompleteness or other deviations from the Purchase Agreement and if the customer does not receive data for access to SAFE, the customer must contact the Supplier and the Supplier must adjust the data in accordance with the Purchase Agreement.

2.4 SAFE Payments is not a party to the Purchase Agreement. The Supplier and the customer are each obliged to fulfil their own obligations under the Purchase Agreement, including the SAFE Payments Terms and Conditions; and the SAFE Terms of Use with regard to SAFE Payments. None of the parties can hold SAFE Payments liable for damage caused by the acts or omissions of the other party to the Purchase Agreement.

### 3. PAY WITH SAFE PAYMENTS

3.1 On the date agreed in the Purchase Agreement (including the SAFE Payments Agreement), the customer must make the payment as one or more SAFE Payments, as also stated in SAFE for the relevant Purchase Agreement. The customer makes the SAFE Payment upon receipt of the link to their SAFE Page through iDEAL or a bank transfer.

3.2 The customer must use the correct and complete payment data provided by the Supplier and specified in the SAFE Page when making the Payment by bank transfer. Payments that do not comply with the foregoing cannot be reconciled in SAFE and are, at the Supplier's expense, credited back to the IBAN of the customer. The Supplier reserves the right to pass on the costs associated with such a reversal to the customer.

3.3 Once the Payment has been received, SAFE will confirm this with the Supplier. At that moment, the customer will have fulfilled their payment obligation with regard to the relevant Payment under the Purchase Agreement.

3.4 If a Payment is not received on the date agreed in the Purchase Agreement as stated in SAFE, the Supplier is entitled to suspend their delivery or performance and to charge the customer for storage costs. SAFE Payments is not possible as a payment method for paying such costs.

3.5 The Payment received from the customer is not released for payment to the Supplier ("**SAFE Payout**") until the Supplier has fulfilled all their obligations under the Purchase Agreement with regard to that Payment. With the exception of agreements on down payment, this is usually the case as soon as the Supplier has delivered or performed, whether or not in parts corresponding to the Payment Schedule. At that time, the SAFE Payout will be scheduled ("**Scheduled SAFE Payout**"). As soon as the Supplier has delivered or performed, the Supplier will report this in SAFE. The customer receives notification of this from SAFE ("**SAFE Delivery Notification**").

3.6 After receiving a SAFE Delivery notification, the customer can actively agree on delivery or performance through SAFE. In that case, the SAFE Payout of the relevant SAFE Payout will be made on the business day following receipt of the customer's acceptance.

3.7 If the customer does not take any action (i.e. if the customer does not actively agree as described in article 3.6 or does not submit a complaint (article 5), the SAFE Payout of the relevant Scheduled SAFE Payout will follow automatically on the business day following the fourth (4th) day after sending the SAFE Delivery Notification.

### 4. CANCELLING THE PURCHASE

4.1 By law, the customer has the right to cancel the purchase and to dissolve the Purchase Agreement ("**Right of Withdrawal**"). A limited cooling-off period applies to exercising the Right of Withdrawal.

4.2 The Supplier and the customer are and remain entirely and mutually responsible and liable for the fulfilment of obligations associated with the Right of Withdrawal and arising from a Right of Withdrawal exercised by the customer.





## 5. COMPLAINTS

5.1 A customer who is of the opinion that, at the time of the SAFE Delivery Notification, not all conditions of the Purchase Agreement for the relevant Payment are met, is obliged to inform the Supplier in sufficient detail within four (4) days after receiving the SAFE Delivery Notification of their complaint(s). Only if the customer does so through SAFE and in the manner prescribed in SAFE this will result in blocking ("**Blocking**") as described in Articles 5.2 and 5.3.

5.2 If the customer indicates through SAFE that the Supplier has not delivered or performed at all, the Blocking relates to the total of the relevant Scheduled SAFE Payout and any other Scheduled SAFE Payout.

5.3 If the customer indicates through SAFE that the Supplier has delivered or performed, but that not all conditions of the Purchase Agreement for (the relevant part of) the relevant SAFE Payment have been fully met, the Blocking will amount to an amount equal to 10% of (the relevant part of) the SAFE Payout.

5.4 After Blocking, SAFE Payout or SAFE Refund are only made:

- (a) upon receipt of a message from the customer through SAFE, stating that the conditions for SAFE Payout have been met. In that case, SAFE Payout is made the next business day.
- (b) upon receipt of a message from the Supplier through SAFE, stating that the conditions for SAFE Payout have been met. This message serves as a SAFE Delivery notification, after which the procedure as described in Article 3.6 starts again.
- (c) in accordance with an agreement reached between the Supplier and the customer in the form of a document signed by each of them that the Supplier or the customer sends to SAFE to
- (d) in accordance with a binding opinion of any other arbitration board;
- (e) in accordance with a court decision.

5.5 The Supplier must contact the customer and make a proposal to reach a solution within five (5) business days after the customer reported the complaint through SAFE.

5.6 The Supplier acknowledges that the complaint(s) reported by the customer through SAFE count as notification.

## 6. IF THE SUPPLIER DOES NOT COMPLY: BANKRUPTCY

6.1 If during the SAFE procedure that follows from a Blocking, it appears that bankruptcy of the Supplier has been pronounced, the Supplier will permanently not be able to fulfil their obligations under the Purchase Agreement. For all Scheduled Payments affected by a Blocking, including any Scheduled SAFE Payouts that, in view of the passage of time, the four (4) days SAFE Payout referred to in Article 3.5, have not yet taken place, the SAFE Refund is made on the business day following on the business day on which SAFE has established the bankruptcy via the bankruptcy register.

## 7. ONLINE PAYMENT PLATFORM

7.1 OPP keeps the Payment in escrow until all conditions of the Purchase Agreement have been met. OPP uses the Online Payments Foundation for this.

7.2 OPP is a trade name of Online Payment Platform BV, holder of a licence as a payment institution, granted by the European Banking Authority. Below an overview of relevant data:

Address:	Kanaalweg 1 , 2628 EB Delft
Phone number:	+31 (0) 15 889 8887
Trade Register registration number:	50124498
Link to license:	<a href="https://euclid.eba.europa.eu/register/pir/view/PSD_PI/NL_DNBIR124325">https://euclid.eba.europa.eu/register/pir/view/PSD_PI/NL_DNBIR124325</a>
Website:	<a href="http://www.onlinepaymentsplatform.com">www.onlinepaymentsplatform.com</a>

7.3 OPP is not a party to the Purchase Agreement. OPP does not accept any liability for damage that arises because the customer and the Supplier do not fulfil their obligations towards each other (under the Purchase Agreement or otherwise) or each of them towards SAFE or the customer towards OPP.

## 8. OTHER PROVISIONS AND DEFINITIONS

8.1 The SAFE Payments Terms and Conditions can be adjusted. Only if there are adjustments that are necessary to comply with laws and regulations, Payments already made will be settled in accordance with those modified SAFE Payments Terms and Conditions. In other circumstances, the modified version only applies to new Payments agreed between the Supplier and the customer.

8.2 In these SAFE Payments Terms and Conditions, a number of words in bold have the following meaning:

- (a) Blocking means blocking Scheduled SAFE Payouts in response to complaints from the customer, reported as described in Article 5;
- (b) Scheduled SAFE Payout is (except in cases where the SAFE Payment relates to a deposit) the intended moment related to the delivery or performance by the Supplier, after which SAFE Payout of (a part of) a SAFE Payment is made as described in Article 3;
- (c) Purchase Agreement is the agreement concluded between the Supplier and the customer with regard to the sale/purchase of products or services;
- (d) Online Payment Platform BV is the private company with a licence granted by DNB as a payment institution involved in processing a Payment. An overview of data can be found in Article 7;
- (e) OPP is Online Payment Platform, the trade name of the licenced payment service provider Online Payment Platform BV;
- (f) Supplier is the supplier involved in the Purchase Agreement;
- (g) Right of Withdrawal is the right that the customer has in certain situations to cancel the purchase and to dissolve the Purchase Agreement.
- (h) SAFE is the online environment that can be accessed on [www.onlinesafepayments.com](http://www.onlinesafepayments.com), that the Supplier and the customer can consult and use to communicate with each other and with SAFE about the Purchase Agreement and the SAFE Payment.
- (i) SAFE Payments is the payment method SAFE Payments.
- (j) SAFE Payments Agreement is the agreement made in addition to and as part of the Purchase Agreement between the Supplier and the customer about paying with SAFE Payments.
- (k) SAFE Payments is part of SAFE Betalen B.V., a private company which, subject to the SAFE Terms of Use, makes SAFE and the SAFE services available to the Supplier and the customer.



(l) SAFE Payments Terms and Conditions are the terms and conditions that apply as part of the Purchase Agreement if the Supplier and the customer have made SAFE Payments Agreement.

(m) Payment is the payment due from the customer to the Supplier that, as agreed between the two, will be made or has been made with SAFE Payments.

(n) SAFE Terms of Use are the conditions that apply between SAFE Payments and the Supplier and between SAFE Payments and the customer in order for the Supplier and the customer to make use of SAFE and the SAFE services.

(o) SAFE Page is the secure and personal webpage that a customer receives from SAFE containing information about the Purchase Agreement, the Payment(s) relevant within the framework of the Purchase Agreement, the Payment link or other information required to make the Payment in question, and to view the status of a Payment and enable other communication with or from SAFE.

(p) SAFE Refund is the refund of part or all of the Payment to the customer to the bank account number known or requested and verified by OPP.

(q) SAFE Delivery Notification is the notification that the customer receives from SAFE at the time the Supplier reports in SAFE that they have delivered and thus all conditions of the Purchase Agreement for the relevant SAFE Payout in question are met.

(r) SAFE Payout is the payout of the Scheduled SAFE Payout to the Supplier.

(s) Business days are Monday through Friday, excluding recognised national holidays.

