



## SAFE TERMS OF USE

1. These Terms of Use apply to the use of SAFE and apply to the agreement between SAFE User and SAFE Payments that resulted or was confirmed by the use of SAFE. General terms and conditions for purchase, sale or otherwise that the SAFE (Business) User may use does not apply. The words in bold are defined in these SAFE Terms of Use. The words defined as such are also used in the SAFE Payments Agreement and the SAFE Payments Terms and Conditions and have the same meaning.

2. SAFE Payments is part of SAFE Betalen B.V., a private limited liability company ("**SAFE Payments**") established in The Hague and registered in the Trade Register under number 73652202 which SAFE makes available to the SAFE Users so that they can use the SAFE Services ("**SAFE Services**"). SAFE is the internet-accessible environment that SAFE Users can access with their login details to use the SAFE Services.

3. A SAFE User is the party involved in a payment as seller or buyer. The payment obligation of the buyer arises from a purchase agreement concluded between those parties ("**Purchase Agreement**"). In the Purchase Agreement, they have agreed that the payment will be made with the SAFE Payments payment method ("**SAFE Payments**"). The SAFE Payments Terms and Conditions therefore form part of the Purchase Agreement. In the SAFE Payments Terms and Conditions, the merchant is the 'Supplier' and the buyer is the 'customer'. As described in the SAFE Payments Terms and Conditions, a Payment through SAFE Payments offers security for both the seller and the buyer.

4. To be able to accept the payment through SAFE Payments, the seller/supplier independently has a direct agreement ("**Payment Service Agreement**") with Online Payment Platform ("OPP"). OPP is the payment service provider that holds the Payment in escrow as described in the SAFE Payments Terms and Conditions. The OPP Terms and Conditions apply to the Payment Service Agreement (also referred to as the "Merchant Agreement"), where the seller/supplier is the 'business beneficiary' of the payment processed by OPP, in this case a Payment through SAFE. OPP is a trade name of MediaMedics BV, holder of a licence as a payment institution, granted by the European Banking Authority. More information about OPP can be found on [www.onlinepaymentplatform.com](http://www.onlinepaymentplatform.com)

5. The SAFE Services through SAFE and related systems and integrations are aimed at:

- enabling, streamlining and arranging communication between the parties involved in a Payment through SAFE as seller/supplier and buyer/customer;
- organising the transfer of information about Payments that OPP needs to process the Payment in accordance with the SAFE Payments Terms and Conditions applicable as part of the Purchase Agreement, where OPP arranges Payout (or Refund) under the terms of the Payment Service Agreement.

6. The SAFE Services are explicitly not payment services. SAFE Payments is never in possession of the funds involved in a Payment and has no control over those funds. SAFE Payments does not owe any payment or interest for processing a SAFE Payment by OPP (and neither does OPP).

7. SAFE Payments makes every effort to ensure that the information specified in SAFE is up-to-date, correct and complete, but does not guarantee this. Errors can arise from details entered by the other SAFE user involved in the Purchase Agreement or in some cases by the system. SAFE Users must therefore always check whether the details in SAFE are consistent with their information.

8. SAFE Payments processes personal data of SAFE Users as described in the [SAFE Privacy Policy](#)

9. SAFE Payments has the right to rely at all times that the contact details published

in SAFE by the responsible SAFE User are correct and can be used for communication with the relevant SAFE User. The SAFE User is obliged to ensure that, as long as a Payment is being processed, contact details known to SAFE are current and complete.

10. SAFE Users are mutually bound to the Purchase Agreement to which they are parties and of which the SAFE Payments Terms and Conditions form part. The SAFE Services are provided in respect of each Payment in accordance with the SAFE Payments Terms and Conditions where SAFE Users must strictly follow the timelines. The most important of these are listed below in a table:

Action/notification	SAFE User	Number of (business) days	From the moment:
Give active approval	Buyer/customer	4 days	Delivery notification received
Submit complaint	Buyer/customer	4 days	Delivery notification received
Response to complaint	Seller/supplier	5 business days	Complaint received through SAFE

Each of these notifications is considered to have been received on time if they have been received in SAFE on a business day between 12.01 am and 11.59 pm. Business days are Monday through to Friday, excluding recognized national holidays. The SAFE User receives electronic confirmation of every notification received in SAFE from a SAFE User. Communication that takes place electronically is deemed to have been received on the day it was sent, unless the recipient provides proof to the contrary.

11. SAFE Users are each obliged to fulfil their own obligations:

- towards the other party under the Purchase Agreement, including the SAFE Payments Terms and Conditions;
- towards SAFE Payments under the SAFE Terms of Use for SAFE; and
- under any other agreement to which the SAFE User is a party to the Purchase Agreement.

and none of them can hold SAFE Payments liable for damage caused by the acts or omissions of the other SAFE User involved in the Purchase Agreement.

12. When using SAFE, SAFE users are obliged to comply with applicable laws and regulations and to respect the rights of others.

13. SAFE Users must be able to use the SAFE Services, provide the necessary equipment, operating systems, applications, (internet) connections and security themselves. Availability of SAFE is not guaranteed. SAFE may be out of service from time to time for maintenance, adjustments and improvements. If, for any reason, SAFE is not available, it is particularly important given the timelines referred to in Article 10 that the SAFE User contacts SAFE Payments by different method, for example by telephone but preferably by email via [contact@onlinesafepayments.com](mailto:contact@onlinesafepayments.com)

14. SAFE Users are required to respond properly and timely to notifications and requests they receive from and in SAFE. SAFE Payments can only provide the SAFE Services for a Payment through the processes and menus prescribed in SAFE. SAFE Payments is not obliged to provide the SAFE Services for a Payment if the SAFE User fails to respond or inform SAFE Payments other than in accordance with the instructions received from SAFE Payments.

15. SAFE Users must keep the SAFE Login Details confidential and report any problems regarding accessibility of the SAFE and the SAFE Page to SAFE immediately.



The SAFE User is responsible for all use made of their SAFE Login Details or SAFE Page from SAFE. As soon as a SAFE User knows or has reason to believe that the SAFE Login Details or SAFE Page are being used without their permission, they are required to report this to SAFE Payments via [contact@onlinesafepayments.com](mailto:contact@onlinesafepayments.com) or as stated in SAFE. SAFE Payments has the right to change the login procedure or the login details if this is deemed necessary for the provision of the SAFE Services.

16. SAFE Users must follow the instructions of SAFE Payments on Payments, SAFE and for making Payments, and provide information in SAFE and communicate with SAFE Payments by following the indicated menus and procedures.

17. The following applies to SAFE Users who are buyers/customers under the Purchase Agreement:

a. The buyer/customer is obliged to inform SAFE Payments at the time of their registration - and, if there is reason to do so, upon request - correctly and fully of their identity and contact details and to provide all requested information and documentation.

b. The buyer/customer who does not wish to agree with the SAFE Payments Terms and Conditions or the SAFE Terms of Use upon reading the terms and conditions, has the right to cancel their agreement with the seller/supplier to make the payment with the SAFE Payments payment method. The customer must in that case (i) inform SAFE via [contact@onlinesafepayments.com](mailto:contact@onlinesafepayments.com) within two (2) business days after receiving the SAFE Page and (ii) before proceeding to make a Payment, that they wish to refrain from using SAFE and wish to use a different payment method. The SAFE Payments Agreement expires in that case, the Purchase Agreement remains fully intact for the remaining part. The customer must make their payment using a different method.

18. For SAFE Users who are seller/supplier under the Purchase Agreement, the SAFE Terms of Use also apply to the provisions contained in Addendum 1.

19. SAFE Users who do not use SAFE in accordance with the SAFE Terms of Use are liable for all damage that SAFE suffers as a result.

20. SAFE is only liable for direct damage, and only if it is caused by a failure attributable to SAFE in the fulfilment of obligations of SAFE under the User Agreement. SAFE is not liable for indirect damage, such as lost income, losses, immaterial damage and any damage suffered by third parties as a result of using SAFE. Under no circumstances is SAFE Payments liable for the compensation of damage that a SAFE User suffers because their counterparty to the Purchase Agreement does not fulfil their obligations under the Purchase Agreement or their obligations towards SAFE under the SAFE User Agreement.

21. The User Agreement takes effect as soon as the User starts using SAFE for the duration required to process the Payment. As long as Payments are being processed for Users, the User Agreement cannot be terminated, unless both parties to the Purchase Agreement for which the SAFE Payments Agreement has been made cancel the Payment in SAFE. Cancellation of a Payment can only concern that part of a Payment for which no SAFE Payout has yet taken place.

22. The data and log files stored in SAFE serve as proof thereof, unless the SAFE User provides proof to the contrary.

23. The SAFE Terms of Use can be adjusted. Substantial adjustments are always reported. The current version of the terms of use is available on [www.onlinesafepayments.com](http://www.onlinesafepayments.com)

24. If there is something in the SAFE Terms of Use that is not legally valid, the remainder of the terms and conditions will remain valid. If it turns out that something has been agreed that is not valid, we would still endeavour to make a reasonable, valid agreement.

25. SAFE Payments reserves the right to transfer the User Agreement or its rights or obligations under it to a third party and will inform Users thereof in time.

26. Dutch law applies to the agreements to which the SAFE Terms of Use apply. SAFE Payments likes to hear from SAFE Users first if they have a complaint. Before initiating proceedings before a competent Dutch Court, the SAFE User can submit their complaint about SAFE via [contact@onlinesafepayments.com](mailto:contact@onlinesafepayments.com).

