# Terms and Conditions for Online Business Services

2019

Rabobank

# Terms and Conditions for Online Business Services 2019

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## *Section 1 What we mean by specific words*

In the Agreement and these Terms and Conditions, we use specific words, some of which are explained below.

| | |
|---|---|
| Account: | an account held with us that you can access using an online service. This may be an individual or joint account in your name or an account which you are authorised to access on someone else's behalf. |
| Account information service provider: | a payment service provider who may collect information about your account. |
| Agreement: | the agreement for the use of online services between us and you, including these Terms and Conditions and rules. |
| App: | an application which you can use to access an online service. |
| Biometric characteristic: | a physical characteristic of a natural person, such as a fingerprint, stored/registered on a designated device which you can use if we have agreed this with you. |
| Business day: | a day on which we carry out payments orders, which can differ per payment service. |
| Card: | a debit card, credit card or other card that you can use to access online services. |
| Device: | a device registered with us which you can use to access an online service, for example an NFC telephone. |
| External account: | an account with another bank that you can use via an online service designated by us. |
| Incident: | an event that leads you or a user to realise or suspect that another person might be making use of your account, card, online service, security code or biometric characteristic (e.g. your card, device, Rabo Internet Banking, Online Banking, Rabo Third-Party Access, Rabofoon, PIN, 5-digit code, mPIN, login code/I code or signing code/S code);<br>or some other odd or unusual situation, such as a change in the way you log in to an online service. |
| Information: | all notices, confirmations, documents, general terms and conditions (as amended), product terms (as amended), manuals, instructions, account and other statements or commercial and other communications that we provide to you. |
| Instant payment: | a Euro Payment issued by you via an online service, processed within seconds (as a result of which the payee receives the money promptly) and requiring the payee's bank cooperation, among other things. |
| Messages: | an inbox in Rabo Internet Banking (Professional) and Rabo Online Banking where we can send information and/or documents addressed to you. |
| mPIN: | a 4-digit, personal, secret security code you create yourself in the Rabo Wallet and that you use for Rabo Mobielbetalen. |
| NFC telephone: | a mobile telephone suitable for Rabo Mobielbetalen in respect of which you have agreed with us that you wish to use it for Rabo Mobielbetalen. |
| Online service: | Rabo Internet Banking ("RIB"), Rabo Internet Banking Professional ("RIB Pro"), Rabo Online Banking, the Rabo Wallet, or any other online services that we designate. |
| Pay machine: | a machine that account holders can use to pay, using their card or NFC telephone. |
| Payment initiation service provider: | a payment service provider who you may instruct to make a payment out of your account. |
| Rabo Mobielbetalen: | a functionality in the Rabo Wallet on an NFC telephone that you can use to make contactless payments at pay machines for contactless payment. |
| Rabo Wallet: | the Rabo Wallet app with which you can use Rabo Mobielbetalen if your device is suitable for that purpose, as well as extra services. |
| Rules: | the rules, manuals, directions, instructions, requirements and limitations governing the use of online services as posted on our website or brought to your attention via "Messages" or communicated to you in any other way. |
| Security code: | a personal and secret code, such as the PIN for a card, the login code or signing code for the Rabo Scanner, the I code or S code for the Random Reader, mPIN, the 5-digit code, or the access code for Rabo Online Banking or Rabofoon. |
| Tool: | a tool that we provide to you to access an online service, for example a Rabo Scanner. |
| User: | a natural person or legal entity authorised to perform legally binding or other acts on your behalf using and/or via an online service. |
| Website: | www.rabobank.nl or a website used instead. 'Website' also includes subpages and links. |
| We/Rabobank: | Coöperatieve Rabobank U.A., having its registered office in Amsterdam, The Netherlands. |
| You/Client: | the natural person or legal entity with whom we have entered into the agreement, both jointly and individually. 'You' and 'client' also include all your legal successors. |

## *Section 2 The rules that apply to online services*

### Article 1 Using an online service

If you enter into an agreement with us for the use of an online service, you may use the service solely for your own business or professional purposes.

### Article 2 What can you do with an online service?

1. On our website, you will find information about the different uses of our online services.
2. You may use an online service to bank or do business with us either on your own or someone else's behalf. Examples include terminating or amending an agreement, giving payment instructions, or asking for advice.
3. If we send you an agreement or amendment via an online service, you will need to make sure that you can access the document in some other way as well. You may want to print or store the document on your computer.
4. Agreements between you and us entered into via an online service are not governed by Sections 227b (1) and 227c of Book 6 of the Dutch Civil Code.
5. We may provide you with information via an online service, for example in response to a request for advice or about other products that you have purchased from or through us. This is explained in more detail in the 'Information' section.

### Article 3 What do you need to be able to use an online service?

1. You will need one or more security codes to use an online service. You will also need tools to access an online service.
2. To access certain online services, you must have a card. Some cards come with their own product terms and terms and conditions of use. In addition to those terms, these Terms and Conditions apply if you use a card to access an online service.

### Article 4 Tools and cards

1. We will provide you with the tools needed to use our online services. You may use these tools for as long as your agreement lasts. You are not permitted to give or sell the tools to someone else or let someone else use them, unless with our permission, for example if a user needs to use your tools. We may attach conditions to such use.
2. A card is strictly personal. You are not permitted to give a personal card to someone else or let someone else use it. You must use the card and related security code with care and take all reasonable measures to keep the card and security code confidential and, as a minimum, comply with the instructions issued by Rabobank. Reasonable measures will in any case include: - keeping/storing your card in a place that cannot be accessed by others; - learning the security code by heart; - using the card safely.
3. You must use a tool solely for the purposes described by us.
4. We will decide what tools and how many tools to provide you with. For example, if a tool runs on batteries, you will need to buy these yourself.
5. The tools will remain our property and/or third-party property.
6. If we ask you to do so:
   - You must stop using a tool immediately.
   - You must destroy the tool.
   - You must return the tool to us or a party designated by us. (Please note that we will never ask you to hand in your card. You must destroy it by cutting the chip and the magnet strip in two once you have received a replacement card).
   - You must switch to using another recommended tool.
7. You are liable for damages arising from unauthorised use, theft, loss or destruction of a tool or card or from any damage caused to a tool or card. You will need to pay our costs if we have the tool or card repaired or replaced.
8. If you know or suspect that an incident has occurred involving your card, please report it immediately to the helpdesk referred to in the 'Helpdesk' section.

### Article 5 Limits

1. Limits on payment orders apply for several online services. You will find these limits on our website.
2. Certain online services allow you to set and/or change your own limits.
3. We can change limits or set new limits at any time. We will let you know if we do.

### Article 6 Business days

1. Instant payments are processed every day of the week, including holidays.
2. For payments other than instant payments within the Netherlands, business days are Mondays through Fridays, with the exception of holidays.
3. For euro payments within the Netherlands via an online service to euro accounts maintained with Rabobank in the Netherlands, business days are Mondays through Sundays.
4. For payments other than instant payments to foreign accounts, business days are Mondays through Fridays, with the exception of holidays and the days on which the payee's bank or other banks involved in such payments are closed for their execution.

5. A list of the relevant holidays has been posted on our website.
6. If we receive payment orders on a non-business day or after the end of a business day, such payment orders will be deemed to have been received on the subsequent business day. We determine when a business day ends. This time may differ depending on the type of payment and how you issue the payment order, among other things.
7. You will find the end times of a business day on the website.

**Article 7 Execution date**

1. If you fail to state an execution date in the payment order, or if it is impossible to state an execution date, we will start executing the payment order upon its receipt.
2. You may be able to state an execution date in payment orders issued via an online service. Such execution date will be considered the date on which we received the payment order. If this execution date is a day that is not a business day for that type of payment, the subsequent business day will be considered the date of receipt. For instant payments, all days will be business days. If it has been indicated that the order must be executed on the 29th, 30th or 31st day of the month, we will execute the order on the last day of that month if this month does not have 29, 30 or 31 days.

**Article 8 Maximum execution periods for online services**

1. In case of instant payments, we will ensure that the payment amount is transferred to the account with the payee's bank within seconds, but in any case on the same business day.
2. In case of euro payments, we will ensure that the payment amount is transferred to the account with the payee's bank at the end of the next business day, at the latest, after the business day that is considered the date of receipt.
3. Paragraph 2 also applies to payments involving a single currency conversion between the euro and another currency of a SEPA country if the currency is converted in that member state. The periods referred to in paragraph 2 do not apply to other payments. For other payments, the maximum execution period will be longer than the maximum execution periods set out above.
4. We can also carry out acts of processing with respect to the account on non-business days, such as earmarking an amount in the account for purposes of executing a payment order.

**Article 9 Liability in the case of multiple clients**

What happens if there are multiple clients, for example within a limited, general or other partnership?

1. Each client is jointly and severally liable. We can hold each client responsible for complying fully with the agreement entered into with us.
2. It will be for us to decide whether any of the clients are no longer liable or that a client's ex-spouse or ex-civil partner is no longer liable. In such cases, the other clients will remain jointly and severally liable.
3. If a client dies, his or her joint heirs will become jointly and severally liable.
4. We may supply information to just one of you. Similarly, we may send notifications or documents or make offers to just one of you. You will need to ensure that the information or documents are passed on to the others.
5. If one of you sends us a notification or an application, we may assume that he or she is providing the information or making the application on behalf of all of you.

**Article 10 Authorisation in the event of multiple clients**

1. Are you one of several clients? For example because you are a partner in a limited, general or other partnership or a member of a group of companies? Then by signing the agreement you grant each other power of attorney to perform legally binding acts covered by the agreement. You will then each be authorised to perform legally binding acts under the agreement and each of you will be bound by the agreement. A 'legally binding act' includes creating security interests, concluding new agreements with us or third parties via an online service, or making more detailed arrangements with us about an online service. Legally binding acts also in any case include acts pursuant to which another party accedes to the agreement or accepts joint and several liability or changes are made to the agreement.
2. Are you a legal entity? Then by signing the agreement you grant your director(s) power of attorney as described under a. above. The same applies to all future directors. If a director is acting on your behalf, we may assume that authorisation has been given.
3. The person so authorised may grant power of attorney to someone else (right of substitution), but will remain authorised to act.
4. These powers of attorney will not expire on the death of the donor or if the courts appoint a guardian to care for the donor's person or property.
5. These powers of attorney are unconditional and may be revoked. Unconditional means that no conditions are attached to the power of attorney. To revoke means that you may change or withdraw the power of attorney unilaterally, in which case the other client or director must no longer use it. You will need to let us know that you have revoked a power of attorney in order for us to block its use. You must notify us of the revocation in writing, unless otherwise agreed with us. We will block the power of attorney no later than five business days of receiving your notification.
6. We may always refuse to allow an authorised person to perform a legally binding act under a power of attorney.

### Article 11 You are using your online service on someone else's behalf

1. If you have power of attorney to perform legally binding acts via your online service on someone else's behalf, for example to enter into agreements or make payments, the following rules apply. You must keep the donor informed of the legally binding acts that you perform on his or her behalf. For example, you must always tell the donor what agreements you enter into on his or her behalf.
2. Have you been authorised by another person to use your online service to perform legally binding acts for them? Then you must ensure that each donor is kept informed of the terms and conditions and rules at all times. You must also ensure that they each comply with the terms and conditions and rules in the same way you must do.

### Article 12 Rules

You must comply with our rules. These may concern (the safe use of) an online service, card or security code or the (safe) use of your device. Rules may also be about limits or specifications for your hardware in order to use an online service. Rules may be temporary in nature.

### Article 13 Changes to the rules

1. We may change or replace the rules for an online service. We will let you know about any new or changed rules, for example through our website, via your Messages, or by amending the terms and conditions that apply.
2. You must ensure that each user is kept informed of the terms and conditions and rules at all times. You must also ensure that each user complies with the terms and conditions and rules in the same way you must do.

### Article 14 Using an online service to do business with third parties

1. If this option is available, you may use the online service to enter into agreements or perform other legally binding acts with third parties, such as taking out insurance from an insurer via Rabo Online Banking.
2. If you use an online service to make arrangements with a third party, we will not be a party to those arrangements. Nor will we be responsible or liable for complying with or providing proof of those arrangements between you and the third party.

### Article 15 Using an online service to operate an account

1. We will decide whether an account can be operated via an online service or not. The situation may also occur in which you cannot (temporarily) use all of the options offered by your account using an online service.
2. You may add a personal description to your accounts operated via an online service. The description will be for your own purposes only. We will not consider this description when providing services to you.

### Article 16 Bound by legally binding acts

1. Has your card, Rabo Mobielbetalen, device, biometric characteristic or security code been used to perform legally binding acts, including acts of disposition, via an online service? Then those acts are binding on you. Legally binding acts include signing agreements with us or a third party or issuing payment instructions to us.
2. You are also bound by legally binding acts performed on your behalf via an online service by someone else using a card, device, biometric characteristic or security code, such as a user.
3. You can provide an electronic signature, for example, by entering a signing code, S code or 5-digit code or by using fingerprint or facial recognition. Once an electronic signature has been provided, it will have the same legal effects as a written signature.
4. You are not bound by legally binding acts performed using your card, device or security code or using a biometric characteristic as soon as you have reported the incident involving your tool to the helpdesk referred to in the 'Helpdesk' section. This will not, however, affect the validity of legally binding acts performed before the incident was reported.
5. We can agree on new ways to carry out legally binding acts with you. You will also be bound by legally binding acts that you carry out in those ways. This also holds true if another party applies those new ways on your behalf. If you can sign electronically using those new ways, such electronic signature will have the same legal consequences as a written signature. Paragraph 4 also applies as regards an incident based on the use of those new ways.

### Article 17 Acts performed using a biometric characteristic

If our online services support this option, you may register a biometric characteristic for use on your device. Our website provides information on devices suitable for biometrics. When supplying a biometric characteristic, you may choose either:

a. to log in using a biometric characteristic; or
b. to log in and sign using a biometric characteristic. This will allow you to use a biometric characteristic to log in and, in some cases, to provide an electronic signature. We will decide whether you can sign by using a biometric characteristic.

Do you use fingerprint or facial recognition? And do you want to issue a payment instruction to us or to enter into or change an agreement with us? Then you can also accept the transaction using fingerprint or facial recognition if no signing code is required.

### Article 18 Notifications

1. Has there been an incident involving your card, device, security code or online service? Then please call the helpdesk referred to in the 'Helpdesk' section as soon as possible. If we ask you to do so, you must also report the incident to us in writing.
2. If you want to notify us of anything else, you must do so in writing, unless we let you know that you can or must do so in another way. Notifications must be sent to the postal address specified in the agreement or on the website. Are you one of several clients? Then we may assume that if you are notifying us of anything you are doing so on behalf of all of you.
3. If we want to inform or notify you, we may decide how we will do so. We may choose to do so online only, for example via RIB (Pro). We will not then have to confirm the notification or information in any other way.

### Article 19 Blocking a security code, card or online service

1. We may block the security code, biometric characteristic, card, Rabo Mobielbetalen or device used by you to access online services. We may do so if we consider this to be necessary. We will exercise this right with care. We may do so for security reasons or in the event of unauthorised use, fraud or suspected fraud, or the considerably increased risk that you will be unable to fulfil any payment obligations in our respect.
2. We may decide not to carry out a legally binding act performed by you or on your behalf if we have very good reasons for this. Or if circumstances beyond our control (force majeure) prevent us from carrying out the legally binding act.
3. We may choose to block the online service. You will not then be able to use this service.
4. We will let you know if any of the events as described in this clause has happened. We are not required to notify you:
   a. if we have good reasons not to inform you. For example, if this is not appropriate for security reasons, or not permitted, or in order to prevent fraud;
   b. if a card or an online service has been blocked because an incorrect security code was entered three times by you or a user;
   c. if the blocking has had or will have only minimal consequences for you.

### Article 20 Availability of our services

1. We do everything we can to keep our online services up and running. However, you will need to consider the possibility that our online services are not available all the time. This is important, for example, when you need to pay someone before a particular date. If necessary, you should take measures to prevent or limit the consequences if any of our online services are not available. You may, for example, want to arrange a different method of payment.
2. We will always have the right to disable an online service or any part of it. We may do so for maintenance purposes, in the event of fraud or suspected fraud, or if there has been a fault in the hardware, software or infrastructure. We may also decide not to make certain online services or parts of it available to you, for example because you have an account with us abroad that you can operate via an online service. Further details of this are given in the rules.

### Article 21 Changing or terminating an online service

1. We may change or terminate the options provided by our online services at any time.
2. We may terminate our online services or parts of it.
3. We will exercise these rights with due care. We may do so for security reasons or in the event of unauthorised use, fraud or suspected fraud. We may also do so if we expect you to fail to fulfil your payment obligations.
4. If possible, we will let you know in advance, for example through our website or via your 'Messages'.
5. We will tell you the reason if you ask us to do so. We will only refuse to tell you the reason if we have good reason not todo so, for instance to prevent fraud, or to protect the safety or interests of other parties.
6. We can also terminate your online service if you have not used it for a prolonged period. We may do so to prevent you from incurring any unnecessary costs, among other things. You will not be notified of this.

## *Section 3 How to use our online services safely*

### Article 1 What you need to do

1. Keep your security codes secret. Your security code is strictly personal. If you are given a security code for a specific online service, such security code will also give you access to other specific online services. If you can choose or change a security code yourself, then make sure it is not easy to guess. If you change the security code of a specific online service, such change will also apply to other specific online services. You will find rules for the safe use of the security codes on our website.
2. Be sure not to let your debit card or device be used by others.
3. Be sure to keep the equipment you use for banking safe and secure. You must ensure that your Internet and telecommunication services, hardware and software and your device are suitable and safe for using an online service.
4. Check your account regularly.
5. Report any incidents directly to us and follow our instructions. The 'Helpdesk' section explains how to do so.

You will find the latest on security developments and safety rules on our website. Several of these rules are explained in more detail below.

### Article 2 Helpdesk

Incidents come in all shapes and sizes. Instructions are given below on what to do in the event of a particular type of incident. If you contact a helpdesk, they will give you instructions.
Have you incurred any loss or damage due to an incident? Then you must also immediately report the incident to the police. If we ask you to do so, you must give us a copy of the police report.
There are three telephone helpdesks, all of which are available 24 hours a day, 7 days a week, unless otherwise stated.

*Interhelp*
To report incidents involving a card or security code.
Calling from the Netherlands: 088 722 6767
Calling from abroad: +31 (0) 88 722 6767

*Your local bank (not available 24 hours a day)*
To make inquiries about anything involving our online services, apps, or website.
Calling from the Netherlands and from abroad: see our website for your local telephone number

*Rabo Corporate Support (not available 24 hours a day)*
For technical and functional questions about Rabo Corporate Connect and underlying applications.
Calling from the Netherlands: 030 712 1777
Calling from abroad: +31 (0)30 712 1777

### Article 3 Top tip for secure banking when using a browser

Are you visiting our website using a browser? Then you should check regularly that you are still in the secure environment of our online service. You can tell from the address bar in your Internet browser.

### Article 4 Top tips for secure banking when using a biometric characteristic

The following safety rules apply to all biometric characteristics.

1. You are not permitted to use a biometric characteristic if someone else's biometric characteristics are stored on your device. Please check this before registering your own biometric characteristics. This is your own responsibility.
2. If you know or suspect that something is wrong, you must immediately disable our apps and report the incident to the helpdesk referred to in the 'Helpdesk' section.
3. Each user authorised to use one of our apps on your behalf may register biometric characteristics. You will therefore need to ensure that each user is familiar with the rules and instructions on the use of biometrics. If you do not want this, please change the authorisations for the user in the online service or terminate the power of attorney that you granted to the user.
4. The situation may occur where two persons have strongly similar biometric characteristics, such as twins. A twin brother or sister could use your device even if it has only your biometric characteristics stored on it. So never give your device to others. This is your own responsibility.

### Article 5 Top tip for secure banking when using a device

Are you using a device to access an online service? Then you must lock your device with a security code. This is to prevent others from using your device to access an online service, or simply seeing the balance in your account.
Please call the helpdesk if you no longer have your device, for instance because it was lost or stolen, if you know or suspect that somebody else knows your security code, if you notice that payments have been made with your device without your permission, or if strange things are happening during the use of the Rabo Wallet or Rabo Mobielbetalen should you have these applications on your device. You can terminate the Rabo Wallet yourself by deleting it via Rabo Internet Banking (Pro) or Rabo Online Banking.

### Article 6 Using Internet, telecommunication and other services, hardware and software safely

1. It is your responsibility to arrange all Internet, telecommunication and other services, hardware (including a device) and software needed to use an online service.
2. You must use those Internet, telecommunication and other services, hardware, security, and software in such a way as not to cause us or a third party any damage.
3. In addition to the software referred to in this clause, we may provide software or arrange for software to be provided to make a data connection extra secure. If we do, you must install the software. We are in no event liable for the use or any side-effects of this software. Nor will we provide any management, installation or maintenance support.

### Article 7 Rules on apps

If you want to access an online service via an app, the following rules apply:

1. Before installing the app, you must check whether it is one of our apps.
2. You may use the app only for the purpose for which it is intended. You are not permitted to copy or change the app or make it available to a third party.
3. If you are no longer using the app or no longer permitted to use it, you must delete the app from the device. The same applies if you are selling the device or no longer using it for any other reason.
4. If we ask you to do so, you must install a new version (update) of our app.
5. Neither we nor any third party engaged by us will be liable for any loss or damage directly or indirectly arising from errors or faults in apps or updates or their use, or for any loss or damage directly or indirectly arising from the fact that an app or update does not work on your device. This may, for example, be the case if the memory of the device is full.
6. These Terms and Conditions and the additional terms for extra services, if any, will apply for as long as you are using the app.

## *Section 4 Our online services*

### Article 1 Rabo Internet Banking (RIB) and Rabo Internet Banking Professional (RIB Pro)

Are you visiting our website using a browser? And are you using a Rabo Scanner to create a security code? Then you are using Rabo Internet Banking or Rabo Internet Banking Professional (RIB Pro).

### Article 2 Rabo Internet Banking Professional (RIB Pro)

If you use RIB Pro, the following rules apply to you.

1. You can let us know what legally binding or other acts you allow to be performed using a particular card and/or security code. You can also set this up in RIB Pro. These acts may then be performed by you or a user.
2. There are no restrictions on your card or the cards of any one of you, except for a limit. The card can be used to perform any of the legally binding or others acts available via the online service.
3. We may extend, restrict or change the authorities or rights linked to a card (whether temporarily or otherwise) at any time.
4. The card and related security code are strictly personal, regardless of whether they are only suitable for use in RIB Pro. You and/or the user are not permitted to give the card to someone else or let someone else use it.
5. Have you applied for a card and/or security code for a user? Then you must set up the authorisations for the user yourself. Stricter requirements apply to certain users who you want to give extra powers. We will register those users only if we have received a written request to do so from you. We will assume that a user may perform all legally binding and other acts as set up or applied for by you. You must inform the user of the rights and authorisations granted to him or her.
6. Have you applied for a card for a user who is not yet known to us? Then the user will need to provide proof of identity. If we ask you to do so, you must do the identification on our behalf. In that case, the rules set out in the "User identification by client" section will apply to you.
7. If we ask you to do so, you must provide us with full details of your users.
8. If you or a user knows or suspects that an incident has occurred involving a card and/or security code, you must report the incident immediately to the helpdesk referred to in the 'Helpdesk' section.
9. Do you no longer want a user to perform legally binding or other acts on your behalf via an online service? Then you must contact the helpdesk referred to in the 'Helpdesk' section in order to have the user's card and security code disabled by us.

### Article 3 User identification by client

*User identification entrusted to you*

1. Do you have any users? And have we entrusted the identification and verification of the identity of those users to you? Then you must carry out the identification and verification of the identity of your users. You must do so in accordance with the identification rules.
2. If a user has not yet been identified, you will not be issued with a card or security code for the user. Nor will you be permitted to give that user a card or security code if the identification and verification of the user's identity have not yet been completed.

*Identification and verification of users on our behalf*

3. Identification and verification of the user's identity must be carried out by you or someone authorised by you. You are not permitted to entrust the identification and verification of users to others.
4. You must verify the identity of a user by checking the user's identity document, for example a passport. The identification rules tell you what identification documents can be used and what requirements the documents must meet. The rules also explain what you will need to check.

*Filing and retention*

5. You must record all identification and verification details for the user. The identification rules tell you what records you need to keep and for how long. If we or the regulatory authorities so request, you must disclose this information.

*Unsuitability on your part*

We will let you know in writing if, in our opinion, you are not or no longer fit to carry out the legally required identification and verification of the identity of users.

### Article 4 Using Rabo Direct Connect (RDC) and/or Rabobank SWIFT for Corporates in combination with Rabo Internet Banking Professional (RIB Pro)

1. If you or a third party engaged by you uses Rabo Direct Connect and/or Rabobank SWIFT for Corporates to send – batches of – payment orders or direct debit orders, these are automatically passed on to RIB Pro.
2. You must authorise these orders in RIB Pro in order for the orders to be carried out. You can also withdraw orders in RIB Pro. These Terms and Conditions and the terms of the account tell you how to authorise or withdraw – batches – of payment orders or direct debit orders.

### Article 5 Rabo Online Banking

1. If you open our banking app and enter a security code or use a biometric characteristic to log in, you are using Rabo Online Banking. We will let you know when you can use Rabo Online Banking. To use Rabo Online Banking, go to www.rabobank.nl and select Rabo Online Banking. You will need to register yourself and your device in order to use this service. To access the service, you will need a card, security code, and tool.
2. To use Rabo Online Banking, you will need Rabo Internet Banking. This may change in the future. We will let you know in advance.

### Article 6 Making a payment request

1. You can create a payment request in Rabo Online Banking or the Rabo Wallet. This is a simple way of requesting money from someone, for example based on an invoice that you previously sent to them. You can share the payment request via other electronic communication channels, such as email, texting, or an online messaging service.
2. The recipient of the payment request can pay you via iDEAL. If you share the request with someone who cannot use iDEAL, for example because their bank does not offer this payment method, they will not be able to use your payment request.
3. Once payment has been made on the basis of a payment request, we will pay the amount into your account during processing hours on the following business days: Mondays to Sundays. The money will be transferred to your account via a suspense account.
4. If we support this, you can also let other parties create payment requests on your behalf via Rabo Third-Party Access.
5. You must not put the payment request into an online environment or electronic communication channel if it is unclear who the payment request is intended for and/or what the purpose of the payment request is.
6. We may impose limits or restrictions on the use of payment requests.

### Article 7 Services on apps of us or of third parties

1. Some of the extra services of us and/or of third parties can also be accessed through an app. You will find information about these extra services on the app or our website.
2. Other or additional terms may apply to these extra services. We may also agree separate terms with you before you can use these extra services.
3. We may provide you with the option to use an app to buy services from other parties. If we do, we will refer you to such other parties. In that case, the rules set out in the 'Using online services of third parties' section will apply to you.
4. We may terminate any of our services. We may also terminate the option for you to use third-party services. We will let you know in advance.

### Article 8 The Rabo Wallet

*Using the Rabo Wallet*

1. To be able to use the Rabo Wallet, you: a) need Rabo Internet Banking (Pro) and/or Rabo Online Banking; and b) must be able to dispose of an account with which you can use Rabo Mobielbetalen.
2. If you no longer have Rabo Internet Banking (Pro) and/or Rabo Online Banking, you may no longer use the Rabo Wallet. As long as you use the Rabo Wallet, these Terms and Conditions, as well as any terms and conditions applying to extra services, will apply.
3. The balance in your account can be in the Rabo Wallet. If this is the case, this balance can also be consulted if you cannot use Rabo Mobielbetalen, for instance because you have temporarily switched Rabo Mobielbetalen off.
4. You can adjust the settings of the Rabo Wallet to your liking. You can do so safely by using the Rabo Scanner or your access code. The Rabo Wallet indicates this.

### Article 9 Additional costs for the Rabo Wallet

1. The use of Rabo Mobielbetalen does not require a telephony network or Internet connection. If you use the Rabo Wallet for something different, you will need an Internet connection. The costs of the use of such connection and of the associated data traffic will be for your account.
2. Costs may also be payable for extra services.

## Article 10 Rabo Assistant

1. If you have a device on which you can use Google Assistant, or if you have a Google Home, you can also use it for the Rabo Assistant. To be able to use the Rabo Assistant, you will need an account and Rabo Online Banking. You will have to link your account(s) to Google Assistant.
2. You can use the Rabo Assistant to request the balance(s) in the linked account(s), to block or replace your bank card, or to set budgets, for instance. If you wish to know what else you can do with the Rabo Assistant, then ask the Rabo Assistant or visit www.rabobank.nl. Please note that, if you use the Rabo Assistant via a Google Home, you may not be able to use all functionalities of the Rabo Assistant that you can use on your device.
3. To stop using the Rabo Assistant, you remove the link(s) between your account(s) and the Google Assistant. You can do so via Rabo Online Banking.
4. Rabobank will be responsible for the processing of personal data within the Google Assistant. Google does not store the data, but can only visualise and pronounce such data via the Google Assistant. Google does not have access to the linked current account(s).

## Article 11 Notifications through push messages such as Rabo Alerts and Balance SMS

1. You can set Rabo Online Banking and RIB (Pro) so that you receive notifications through push messages from us. If you do so, you must ensure that your device has been set so that you can actually see such messages. A Rabo Alert is such a push message. And it is a text or an email message that we send to the mobile phone number or email address specified by you. A Balance SMS is a text message sent to you containing your account balance details. We may charge you a fee for these alerts and text messages.
2. We may send you an alert or text message without your consent in special cases, for example for security reasons. You must then immediately follow the instructions given in the alert or text message.
3. If you want to inform us of any changes affecting Rabo Alert or Balance SMS, you must do so in Rabo Online Banking or RIB Pro. For example, if there has been a change of email address or mobile phone number. You can also terminate or disable Rabo Alert or Balance SMS in Rabo Online Banking or RIB Pro.
4. We will send such notifications through push messages such as Rabo Alerts and Balance SMS text messages unencrypted and without any other security measures. It is your responsibility to keep the content of the notification confidential.
5. In the event of theft or loss of the devices that you use to receive Rabo Alerts or Balance SMS text messages, you can disable these features in RIB Pro. The same applies if you receive Rabo Alerts and someone else has gained access to your email address.
6. We are not liable for the non-receipt or late receipt of a Rabo Alert or Balance SMS text message caused, for example, by malfunctioning equipment or connections.

## Article 12 Rabofoon

*Using Rabofoon*

- You can use Rabofoon if you apply for and receive a security code.
- This will be the same security code as the one you use for Rabo Online Banking.
- You can use Rabofoon on a landline or mobile phone.

*Making payments using Rabofoon*

1. You can use Rabofoon to give payment instructions.
2. If we receive your payment order through Rabofoon on a non-business day or after the close of a business day, the next following business day will be considered to be the day of receipt of your payment order.
3. You can create a payment order by using the buttons on your phone. You will need to authorise the payment order by following the instructions on Rabofoon. We will have received your payment order when our systems register that you pressed the confirmation button.
4. In order to make a payment using Rabofoon, you will need the payee's IBAN as a unique identifier. If you enter the payee's account number, we will convert it into the payee's IBAN. Please double-check that it is the correct IBAN because we will make the payment to this account number.
5. There is a limit on transfers between own accounts. There is a limit per client or user for payment orders via Rabofoon to known accounts.

## Article 13 Using another payment service provider

*Payment orders via a payment initiation service provider*

1. You may engage a payment initiation service provider as of a date to be determined by us. If you can operate your account online, you can instruct a payment initiation service provider to make payments out of your account.
2. The payment initiation service provider is responsible for the services it provides, including whether you can issue payment orders via an app only or also through a website.
3. If you issue a payment order via a payment initiation service provider, you will usually be passed on to the Rabobank environment. The following will then apply. You issue a payment order in the same way as you issue a payment order without engaging a payment initiation service provider. There is one exception: if you engage a payment initiation service provider and are passed on to an online service in the browser environment, you will not be able to sign with the 5-digit code. You will sign with the signing code of the Rabo Scanner, the S code of the Random Reader or a new way offered by us.
4. Payment orders issued via a payment initiation service provider will otherwise be executed in the same way as payment orders that you issue to us directly, unless we have agreed otherwise with you. If you have issued a payment order via a payment initiation service provider for a scheduled or periodical transfer, and if you wish to change or withdraw that payment order later, then you can do so with us.

*Account details via an account information service provider*

1. You may engage an account information service provider as of a date to be determined by us. If you can operate your account online, you can access your account details via an account information service provider.
2. If we are unable to ascertain that the account information service provider is authorised to request account details from us, we will not disclose those details. This may be the case, for example, if we are unable to confirm that the account information service provider has authority to act in that capacity.
3. The account information service provider is responsible for the services it provides, for example the way in which it shows you your account details. The account information service provider is also responsible for complying with data protection laws.

## Article 14 Accessing and running external accounts

*Instruction to make a payment out of an external account*

1. As of a date to be determined by us, you can make a euro payment out of an external account. This allows you to issue payment orders from a single app for accounts held with other banks, for instance. In these situations, we will be acting as the payment initiation service provider.
2. We will make additional arrangements with you if you wish to use the option of issuing payment orders out of an external account.

*Account details for an external account*

1. As of a date to be determined by us, you can access the account details for an external account. This allows you to access the details of accounts held with other banks from a single location. In these situations, we will be acting as the account information service provider. You will need to give us your consent to do so. We will let you know how you can give and withdraw consent.
2. We will make additional arrangements with you if you wish to use the option of accessing the account details of an external account.

## Article 15 Rabo Third-Party Access

*General rules for Rabo Third-Party Access* ***[Rabo Toegang Derden]***

1. In addition to us allowing access to a payment initiation service provider or an account information service provider as required by law, you may in certain cases grant another service provider access to information held by us so as to do business with that service provider. The service provider will be given access only if we have your consent to do so. We will determine for what type of information access can be requested and for how long. You can see on the screens where you give consent for what details you are giving consent.
2. The other service provider will not be given access to Rabo Online Banking or Rabo Internet Banking (Professional). Nor will it be given access to information other than that to which you have consented. In order to grant another service provider access, you must use the tools, cards, device and/or security codes that you also use for Rabo Online Banking or Rabo Internet Banking (Professional).
3. Have you granted another service provider access? And no use of this right has been made for a certain amount of time? Then we may ask you to give us your consent again so as to reconfirm that the other service provider has access. This time period may vary by service provider. There may be other reasons for us to ask you to renew your consent, for example in the event of suspected fraud.
4. Some service providers pay us a fee to be able to do business with you using this facility. We use this fee to be able to continue to process your details and to offer you this facility.
5. It is a way for the other service provider to make its services more attractive for you. It is up to you to decide whether you want to do business with the other service provider via this facility.

**Digital key for the other service provider who you are doing business with**

Are you doing business with another service provider and want to give it access through us? Then the service provider will be issued with a digital key. The digital key gives the service provider access until terminated by you or until the period for which you gave access ends. You will not see the digital key on the screens where you have granted access.

**No responsibility for the other service provider**

1. We are not responsible for the other service provider's acts or omissions, even if involving your data.
2. It is the other service provider's responsibility to comply with applicable laws and regulations, including data protection laws.
3. If you no longer want the other service provider to have access, for example because you do not think that it is handling your data properly, you may deny the service provider access by withdrawing your consent.
4. Once data has been disclosed to another service provider, we cannot get it back. Similarly, if other acts have been performed, these cannot be reversed. You should contact the other service provider to discuss the options.
5. Have you given another service provider multiple consents to access your data? For example for different websites or apps? And you no longer want it to have access? Then you will need to withdraw each individual consent.

## *Section 5 Making payments via an online service*

### Article 1 Making payments via an online service

Are you using an online service to make payments? Then your payment orders and account are subject to the terms of the account. In addition to those terms, these Terms and Conditions tell you what rules apply if you use your account to make payments via an online service, such as the maximum period in which your payment orders will be carried out.
All of these rules also apply if you are authorised to make payments on someone else's behalf.

### Article 2 Payment orders via iDEAL

If you use iDEAL to make an online payment, the following rules also apply:

1. Making payment using iDEAL can be initiated in different ways, such as by clicking on a link in a website or by scanning an iDEAL QR code. Such special iDEAL QR code can be scanned in, for instance, Rabo Online Banking or the Rabo Wallet.
2. The payment order will automatically show the payment amount and other details provided. You must check that the amount shown and the other details are correct.
3. You will not have to check the payee's unique identifier (IBAN) if you pay via iDEAL. However, you must check the other details.
4. The online payment via iDEAL will be final when you authorise the payment order. Once you have authorised the payment order, you will not be able to withdraw it.

### Article 3 Payment orders with a signing code or S code in Rabo Internet Banking (Professional) or Rabo Online Banking

1. You can give a payment instruction by entering a signing code or S code in Rabo Internet Banking (Professional) and Rabo Online Banking. You will need a signing code or S code for Rabo Internet Banking (Professional). For Rabo Online Banking, this is required only if we ask you to enter a code.
2. You must authorise a payment by signing the payment order. This is done by entering a signing code or S code and pressing the confirmation button. If you sign a payment order by entering the signing code, created by Rabo Scanner, you must check in the Rabo Scanner display that the payment order shown is the same as the one you want to issue. That is because we will carry out the payment order as shown in the Rabo Scanner display.
3. If we receive your payment order on a non-business day or after the close of a business day, the next following business day will be considered to be the day of receipt of your payment order.
4. We will have received your payment as soon as we let you know in Rabo Internet Banking (Professional) or Rabo Online Banking.
5. Payment orders issued by entering a signing code or S code are subject to limits per signing code or S code. You will find the standard limits on our website. You can adjust these standard limits. There is information on our website on how to do so.
6. Have you authorised one or more payment orders? Then we may ask you to provide additional confirmation for security reasons. This may be done by you or another user entering an extra signing code or S code. If we ask you for additional confirmation, the time of receipt of your payment order will be the time when we receive the additional confirmation.

### Article 4 Payment orders in Rabo Online Banking without a signing code or S code, but with the confirmation button, 5-digit code, fingerprint or facial recognition.

1. You can give a payment instruction in Rabo Online Banking without a signing code if you have selected this option.
2. If we receive your payment order on a non-business day or after the close of a business day, the next following business day will be considered to be the day of receipt of your payment order.
3. Are you giving a payment instruction in Rabo Online Banking? And you have selected that you do not need a signing code to confirm the payment instruction? Then you must authorise the payment by pressing the confirmation button in the payment order screen. You will also need to enter a security code if we ask you to do so. Alternatively, you must place your finger on the fingerprint scanner to sign by using your fingerprint, or use the facial recognition feature on your device.
   If you have selected that you want to use one or more biometric characteristics registered on your device, you may also authorise a payment using your fingerprint or facial recognition if no signing code is required.

### Article 5 Limits for payment orders issued via online services and Rabofoon

1. For payment orders with signing codes or S codes, a standard limit will apply for each signing code or S code, except where we have agreed another limit with you. You will find the standard limit on the website.
2. The limits that apply to payment orders without signing codes or S codes can also be found on the website. You must sign these payment orders using the 5-digit code, fingerprint or facial recognition or the confirmation button, plus a possible extra verification.

**Article 6 Issuing a digital direct debit mandate**

1. A digital direct debit mandate must be issued digitally. You can do so in Rabo Internet Banking (Professional) or, from a date to be determined by us, in Rabo Online Banking.
2. You must sign a digital direct debit mandate by entering a signing code or S code and confirm the mandate by pressing the appropriate button.
3. Aside from the checks that you must always perform before entering a signing code or S code, you must check the following details before issuing a digital direct debit mandate:
   - the name of the party that collects the payment (creditor);
   - the reason why the creditor wants to collect the payment, if the creditor has provided this information and it is shown on your screen;
   - whether the direct debit is for a one-off payment or for recurring payments;
   - the IBAN for the account from which the payment(s) will be taken.

Do not sign the direct debit mandate if these details do not match with what you want.

4. If there is a block on your account for all direct debits, you cannot issue a digital direct debit mandate for this account.
5. You can check your digital direct debit mandates in Rabo Internet Banking (Professional), along with all other authorisations issued by you and known to us.
6. To change the account from which direct debits are taken, you must contact the creditor.
7. Has another person been authorised on your behalf to give payment instructions in Rabo Internet Banking (Professional) or, eventually, Rabo Online Banking? For example, under a power of attorney? Then they are also authorised to issue digital direct debit mandates on your behalf.
8. A person authorised to issue digital direct debits mandates on your behalf will have access to those mandates and may limit or cancel them if Rabo Internet Banking (Professional) or Rabo Online Banking so permits.

**Article 7 Passing on data to party collecting payment under digital direct debit mandate**

1. We will let the bank of a party that collects payment know that you issued a digital direct debit mandate to that party. We will also pass on some data, to the extent that we have any. This pertains to the following data.
   - The account holder's name
   - The signatory's name
   - If the digital direct debit mandate is signed by several persons: the names of all signatories, up to 70 characters
   - The IBAN of the account from which payment is collected
2. The bank of the party that collects payment can, in turn, pass such information on to that party, which can use such data to establish that the digital direct debit mandate is yours.

**Article 8 Rabo Mobielbetalen**

*Suitability of device for Rabo Mobielbetalen*

1. Our website lists the types of devices and operating systems with which you cannot use Rabo Mobielbetalen. We may change this.
2. You will need the Rabo Wallet for Rabo Mobielbetalen. The Rabo Wallet provides the settings for Rabo Mobielbetalen. You can adjust those settings.
3. Rabo Mobielbetalen does not require your device being connected to a network for mobile telecommunications or to the Internet when making payment.

*Rules applicable to Rabo Mobielbetalen*

The rules that apply to contactless payment with a debit card suitable for contactless payment also apply to Rabo Mobielbetalen. Any special rules that apply to contactless Rabo Mobielbetalen are provided in the clauses below.

*Rabo Mobielbetalen without mPIN at a pay machine*

1. You can make payments without an mPIN. If you do not want this, you can set Rabo Mobielbetalen so that you must always enter an mPIN for Rabo Mobielbetalen. You can do so in the Rabo Wallet.
2. You can use Rabo Mobielbetalen without an mPIN by holding your NFC telephone to a pay machine for contactless payment suitable for this.
3. By holding your NFC telephone to the pay machine for contactless payment, you give permission for the payment order, which cannot subsequently be revoked.

*Rabo Mobielbetalen with mPIN at a pay machine*

1. You can use Rabo Mobielbetalen with an mPIN by:
   - holding your NFC telephone to the pay machine for contactless payment;
   - entering your mPIN while keeping your NFC telephone with you; and
   - subsequently again holding your NFC telephone to the pay machine for contactless payment.

2. You can also use Rabo Mobielbetalen with an mPIN by:
   - opening Rabo Mobielbetalen in the Rabo Wallet;
   - entering your mPIN while keeping your NFC telephone with you; and
   - subsequently holding your NFC telephone to the pay machine for contactless payment.
3. By entering your mPIN and then holding your NFC telephone to the pay machine for contactless payment, you give permission for the payment order, which cannot subsequently be revoked.

*Maximum amounts for payments without mPIN*

1. You will find the maximum amounts for Rabo Mobielbetalen payments without a PIN code in the price list. Those maximum amounts will apply in addition to the maximum amounts for the standard debit card.
2. In some euro countries and in non-euro countries, other maximum amounts apply. You can find the relevant information on our website. For non-euro countries, you must always enter your mPIN using the Rabo Wallet.
3. You can use Rabo Mobielbetalen for payments without an mPIN at parking meters or toll roads and, as soon as this is possible, for checking in and out in public transport. We will let you know about this.

*Limits*

1. Limits apply to Rabo Mobielbetalen that are the same as the standard limit for payments with a standard debit card. Those limits apply to payments with and without an mPIN. You will find those standard limits in the price list. We can change those limits.
2. The limits apply in addition to the limits for withdrawals and payments you make with your standard debit card.
3. If you have permanently changed (for instance, increased) the standard limit for your standard debit card, such change will also apply to the limit for Rabo Mobielbetalen. This is not the case for a temporary change of the standard limit for your standard debit card.

*Temporary non-use or discontinuation of Rabo Mobielbetalen*

1. If you temporarily wish not to use Rabo Mobielbetalen, you can switch off the NFC chip. You will be able to use the other Rabo Wallet options during that time.
2. If another person has access to your NFC telephone during that time, he or she can also use the Rabo Wallet, viewing balance information, for instance. He or she can also switch the NFC chip back on. If you do not want this, then stop using Rabo Mobielbetalen.
3. If you (temporarily) wish to stop using Rabo Mobielbetalen, you must first remove the Rabo Wallet registration. You can do so in the Rabo Wallet menu or via Rabo Online Banking, Rabo Internet Banking (Pro) or Rabo Mobielbankieren. Subsequently, you can remove the Rabo Wallet from your device. Should you not remove the Rabo Wallet registration, the monthly charges will continue.

*Blocking and unblocking the mPIN*

1. Should an erroneous mPIN be entered three times in a row, Rabo Mobielbetalen will be blocked. You can reset your mPIN in the Rabo Wallet, so that you can again use Rabo Mobielbetalen. You will need the Rabo Scanner to reset an mPIN.
2. If you think that somebody else knows your mPIN, you can adjust the mPIN yourself through the Rabo Wallet menu.

## *Section 6 Extra features of certain online services*

### Article 1 Multi-banking

This section applies to you only if you use multi-banking.

*What we mean by specific multi-banking terms*

| | |
|---|---|
| ASB (Account Servicing Bank): | a financial institution selected by us that you may give multi-banking instructions or receive multi-banking information from. |
| ICM account: | the account with the ASB that you communicated to us, and that you can dispose of and in relation to which you can receive information. |
| Multi-banking instruction: | a multi-banking instruction that we receive from you to send a SWIFT MT101 message to the ASB. |
| Multi-banking information: | any information that we provide to you using multi-banking. This information will be based on the information we receive from the ASB in a SWIFT MT94X message. |
| SWIFT message: | a message sent by us or the ASB via SWIFT*. *(Society for Worldwide Interbank Financial Telecommunication ("SWIFT") SCRL, a cooperative association under Belgian law with its head office in Belgium). |

*Why use multi-banking?*

1. You can use multi-banking to issue multi-banking instructions in respect of ICM accounts and receive multi-banking information regarding ICM accounts. A multi-banking instruction is not a payment instruction to us.
2. You may give a multi-banking instruction only to the ASB that we both agreed on.
3. We will provide you only with information from SWIFT MT94x messages sent by the ASB that we both agreed on.
4. All other multi-banking features are explained in the manual and on our website. The manual tells you, for example:
   - when a multi-banking instruction or multi-banking information will be considered to have been received by our system;
   - how we will confirm to you that we have received the instruction or information;
   - the latest time by which a multi-banking instruction or multi-banking information must be received;
   - what we will do when we receive a multi-banking instruction or multi-banking information after this cut-off time or on a day that is not a business day;
   - how we will convert a multi-banking instruction into a SWIFT MT101 message and send it to the ASB's SWIFT address.
5. We may change the multi-banking features. We will inform you of any changes on our website or in another way.

*What are you responsible for if you use multi-banking?*

You are responsible for making arrangements with the ASB (or having such made) about:

1. The legal and other consequences of SWIFT MT101 messages that we send to the ASB on the basis of your multi-banking instruction. We are not a party to those arrangements. Nor are we responsible or liable for complying with the arrangements made between you or on your behalf and the ASB.
2. Anything the ASB does or omits to do in a SWIFT MT101 message following your multi-banking instruction.
3. All SWIFT MT94X messages that the ASB sends us. These messages must be sent by the ASB on time and in full.
4. T he accuracy, currency and completeness of the SWIFT MT94X messages sent to us by the ASB.

Furthermore, you will be responsible for the accuracy and completeness of the data you complete or have completed in the multi-banking instruction.

We may terminate your use of multi-banking for the ASB that we agreed on. We will let you know if we do.

### Article 2 Accounting interface

This clause applies to you only if you use an accounting interface.

1. An accounting interface is an interface that you can use to connect your accounting software to RIB Pro.
2. This is at your own risk and expense.
3. If you apply for an accounting interface, we will decide when the interface is activated. We may also decide that you cannot use the accounting interface for certain accounts.
4. The requirements for the interface and accounting software are published on our website. Our website also tells you how the accounting interface works and what exactly you can do with it.
5. The manual covers the following subjects, amongst other things:
   a. how to apply for and change or terminate the interface;
   b. what requirements the accounting software must meet;
   c. the features of the accounting interface and how it works.
6. You can use the accounting software:
   a. to import – batches of – payment orders and direct debit mandates from your accounting software into RIB Pro;
   b. to automatically pass on transaction details from RIB Pro to your accounting software for processing;
   c. please note, however, that this information will be sent via the supplier of your accounting software.

7. If you no longer use the accounting software, you must terminate the accounting interface. As long as you leave the interface in place, this information will continue to be sent via your supplier.

## *Section 7 End of agreement*

### Article 1 Giving notice to terminate the agreement

1. You may terminate the agreement at any time. You can do so by sending us a notice of termination. There is a 30-day notice period, counting from the time when we receive your notice. This means that the agreement will come to an end on expiry of the notice period.
2. We may terminate the agreement at any time. Again, there is a 30-day notice period. The agreement will come to an end on expiry of this notice period.

### Article 2 Right of suspension

1. After notice has been given to terminate the agreement, we may suspend your use of all our online services. This means that you can no longer bank or do other business online.
2. We may also suspend your use of our online services if you fail to meet any of your obligations to us. Or if the law so permits or in special circumstances.
3. These are examples of special circumstances on the basis of which we may suspend use of our online services:
   a. if we have doubts about whether you are authorised to use the online service;
   b. if we have doubts about the validity of an instruction given via an online service;
   c. if there is an imminent threat, such as sanctions imposed by a country.

### Article 3 Termination

In the following cases, we may terminate the agreement without giving you prior notice.

1. You have been declared bankrupt.
2. You have been granted a suspension of payments.
3. You have entered into a debt rescheduling arrangement as provided by law.
4. You have entered into an insolvency arrangement.
5. Or if any of the above has been applied for.

This also applies if similar facts or circumstances arise under foreign or international law.

*In the following cases, we may terminate the agreement but will give you prior notice, if possible.*

1. You fail to meet any of the following obligations and are unlikely to meet those obligations in the foreseeable future:
   a. an obligation under the agreement;
   b. any other obligation to us;
   c. an obligation under a contract with a third party if the contract relates to an online service.

Foreseeable in any case includes the situation where you let us know that you are no longer able to meet your obligations.

2. An event occurs that negatively impacts our relationship with you or our integrity or reputation. Examples include:
   a. if you act in violation of any laws or regulations;
   b. if our relationship with you, or any act or omission on your part, prevents us from complying with the laws and regulations that apply to us;
   c. if, in our opinion, our relationship with you poses a threat to our integrity or reputation or the integrity or reputation of the financial sector;
   d. If your 'ultimate beneficial owner' (a legal term) poses a threat to our integrity or reputation or the integrity or reputation of the financial sector.
3. Some other event occurs that qualifies as a ground for termination. Events of this kind may have been defined as such in the agreement, these Terms or Conditions or any other terms applicable to the agreement.
   a. Circumstances regarding you or your business or profession:
      - you have died, are presumed to have died, or have gone missing;
      - the courts appoint a guardian to care for your person or property or an application is made for a guardian to be appointed;
      - all or any part of your assets are attached or otherwise used to recover a claim;
      - you lose or acquire legal personality;
      - a decision is made to dissolve or wind up your business;
      - you move all or any part of your business or profession to another country;
      - you leave the country where you are established or live; you no longer have a known place of domicile, residence or establishment;
      - an approval, permit or exemption is lacking, expires or is revoked, or you otherwise act in violation of the conditions attaching to an approval, permit or exemption;
      - there has been a material change in the activities or nature of your business or profession;
      - all or any part of your business or profession is effectively discontinued;
      - you have been or threaten to be suspended, dismissed or expelled as a public servant or from another position;
      - all or any part of the shares in your capital are transferred to another party, or there is an intention to transfer those shares;

- there has been a change (i) in control over you or (ii) your management, or there is an intention to do so. A change as referred to under (i) means losing or acquiring direct or indirect (effective) control of a natural person or legal entity or a group of natural persons or legal entities. The group of natural persons or legal entities is understood to be trading together under a mutual arrangement or understanding, such as a shareholders' agreement.

This also applies to similar facts or circumstances recognised as such under any foreign legal system.

b. Incorrect or unlawful information or statements from you:
   - you provide us or others with incorrect or incomplete information;
   - you withhold, destroy or manipulate information or about other facts that may cause us harm;
   - you have made an incorrect statement in the agreement, in these Terms or Conditions or in other terms applicable to the agreement.

**Article 4 Consequences of terminating the agreement/online service**

1. If an online service is terminated, you can no longer access the information that we provide to you via the online service, for example the information in the Messages feature of the online service. It is your responsibility to take measures to ensure that you can always access the information you need by other means.
2. Has the agreement or online service been terminated? Then we are under no obligation to carry out the legally binding or other acts that you have instructed us to carry out. For example, we will not carry out future-dated payments after the online service is terminated.

## *Section 8 What other rules apply to you?*

### Article 1 Charges

1. We may charge you a fee for making an online service, tool and/or card available to you or for using an online service, tool or card. We may also charge you a fee for legally binding or other acts that you carry out via an online service. These fees are shown in the list of business banking fees published on our website.
2. We may change our fees. If we do, we will let you know at least 30 days before the effective date, for example through our website or via your Messages.

### Article 2 Information

*We will provide you with information about, for example:*

1. Using an online service or other banking services that we provide to you. We may choose to supply this information via the online service only.
2. We will decide for how long information remains available via an online service. It is your responsibility to ensure that you can always access this information by other means. You may, for example, want to print the information or store it on your computer.
3. The information available to you via an online service may be seen by others who for some reason have access to your account via the online service. This may be someone who you have given power of attorney and who has added your account to their Rabo Internet Banking account.
4. Are you also using another payment service provider? And do you receive information from that provider about, for example, amounts paid into or taken out of your account? Then our information takes precedence if the information you receive from the other payment service provider differs from our information.

*Information to be checked as soon as possible*

1. Please check your Messages – preferably daily – to see if we have sent you any information. You should do so once every seven days as a minimum.
2. Or more often if there is a reason for doing so or if we have agreed this with you.
3. You can set up an alert if you want to know that you have been sent a message. More information is given on our website.
4. If you see that you have received a message, please check it.
5. Please let us know when any information is incorrect or missing.

*Who we may disclose information to*

We may disclose your data and any information about the agreement, users and rights arising from the agreement at any time to:

1. any national, foreign or international government body; and
2. other Rabobank group companies in order to do our job as best we can. For example:
   a. to meet our obligations to you;
   b. to run our operations as efficiently as possible (for example our customer acceptance policy at group level),
   c. to give you the best possible advice; and
   d. to ensure that the financial sector remains safe and reliable.
3. We may also transfer all your data to our legal successor.

*Personal data*

1. We will process your personal data. Our Privacy Statement tells you how we and other group companies will handle your personal data. The Privacy Statement is published on our website.
2. We may arrange for your personal and other data and payment instructions to be processed abroad. As part of carrying out payments, we also engage third parties - such as SWIFT - to facilitate your payments. Those parties are under the supervision of their local regulators. This may mean that your payment and transaction data is shared with other parties in countries that do not provide the same level of protection for personal data as is common in the European Union. If your personal data is processed in a country with a different level of protection, this may, for instance, mean that your personal data is the subject of an investigation by the competent national authorities of the countries where such data is located.

**Article 3 Data retained by us**

1. We may collect and retain additional historical data on your payment transactions for security or other reasons. We may also retain historical data on the use of the Internet (such as IP addresses), hardware (such as your computer or mobile phone), software, or sessions on our systems.
2. This data will be used to improve banking security and the safe use of the Internet and to tailor our services to your needs.
3. We may ask you for additional information about the hardware and devices you use. This may be information about your provider, SIM card, use of apps or location details for your devices or other equipment. We will use location information only in accordance with the statutory rules. We may use this additional information to prevent, identify or combat fraud. We may share it with other parties, including banks, public or private investigation agencies or third parties, in order to make online payments safer.

**Article 4 Information you must give us**

1. If your situation has changed, or if you expect it to change, you must immediately so notify us if this could be important for us, for example if you have changed address or discontinued your business, or your bankruptcy has been applied for, or if your permits or exemptions change for your profession or business for which you maintain the account.
2. If an event occurs as a consequence of which a ground for termination arises or could arise, you must immediately so notify us. You must also notify us of the possible consequences of the event.
3. If we ask you for information, you must immediately give us such information as requested. This may also mean that you must give us documents. We may ask you for such information to be able to comply with statutory requirements, for instance. We may also request the information from other parties.
4. If you give or must give us information, you must do so on time, in full and truthfully, without keeping any relevant facts or circumstances to yourself. You must see to it that we can form a realistic picture of the situation.
5. If we ask you to provide additional information and you fail to do so, this may have consequences for the services we provide to you. For example, payments cannot be effected (temporarily) or Rabobank must terminate the agreement with you.

**Article 5 Identification and client investigation**

1. If we ask you to do so, you must identify yourself on the basis of a valid means of identification. We will determine how you may identify yourself. For instance, we can ask this as part of the client investigation described in paragraph 2 of this Article.
2. Under the Dutch Money-Laundering and Terrorist Financing (Prevention) Act [Wet ter voorkoming van witwassen en financieren van terrorisme], we must investigate you and the transactions you carry out on the basis of a "client investigation", as this is called in legislation. If we ask you for information that we need to fulfil our obligation to conduct a client investigation, you must give us such information, for example information regarding the origins of your assets.
3. In addition, you must give us information so that we can fulfil our obligations under sanction and tax laws.
4. These obligations to provide information apply in addition to other obligations to provide information that you have in our respect.

**Article 6 Liability for loss or damage**

1. If we are liable to you, our liability will be limited to the direct damage or loss incurred by you. We will not, as a rule, compensate you for any indirect loss or damage. Direct loss or damage is defined as:
   a. any undue fees or interest that you have paid to us; and
   b. any interest that we should have paid to you (if we had complied with our obligations).

The amount to be compensated will be limited to two hundred and twenty-five euros (€225) for each breach and for each series of related breaches.

2. We are not liable for indirect loss or damage, such as lost profits, losses arising from business stagnation or consequential damages.
3. We are in no event liable for loss or damage directly or indirectly arising from:
   a. faults or errors in:
      - infrastructure (such as power supply systems);
      - telecommunication connections (such as (mobile) telephony or (mobile) Internet connections); or
      - hardware, tools and and/or software provided by Rabobank or a third party, except in the event of an intentional act or omission [opzet] or gross negligence [grove schuld] on our part.
   b. measures imposed by a national, foreign or international government body;
   c. measures imposed by the regulatory authorities; or
   d. labour unrest involving a third party or our own staff.
4. Have we engaged others to perform the agreement? And did we exercise due care in selecting them? Then we are not liable for anything they do or omit to do.

### Article 7 Evidence

Our books and records constitute conclusive evidence in our dealings with you. This also applies to the books and records of the parties engaged by us.

### Article 8 Certain provisions of law do not apply

The agreement and these Terms and Conditions are not governed by the articles of EU Directive 2015/2366, incorporated into Book 7 of the Dutch Civil Code, which Articles 38 and 61 of the Directive say do not apply if we have agreed this with you and you are not a consumer. Where these Terms and Conditions refer to statutory provisions or laws or regulations, reference is also made to the statutory provisions or laws or regulations replacing them.

### Article 9 What happens in the event of a merger, demerger, or assignment of contract

1. We may become involved in a merger or demerger. If that is the case, our legal successors may jointly and severally:
   a. exercise all rights and powers as against you; and
   b. perform all our obligations to you.
2. We may transfer our legal relationship with you, including all rights and ancillary rights arising from it, to another party. We may do so partly or fully. This is known as an assignment of contract. You are not permitted to transfer your legal relationship with us.
3. In the event of an assignment of contract as regards this legal relationship, our legal successors may jointly and severally:
   a. exercise all rights and powers as against you; and
   b. perform all our obligations to you.
4. By signing the agreement, you consent to us assigning the agreement should we want to do so.

### Article 10 Changing the Terms and Conditions and/or agreement

1. We may change, add to, or replace these Terms and Conditions. We will let you know at least 30 days in advance in writing and/or online.
2. If any term in the agreement is or becomes invalid, we may replace that term by one that is valid. The invalidity of a term will not affect the validity of the other terms of the agreement or these Terms and Conditions.
3. We may agree with you that changes can be made to the agreement. Such changes will not produce a new contract.

### Article 11 Place of residence or establishment

1. Are you one of several clients? Then your address for service will be the addresses of each of you. These are stated in the contract.
2. If you are a single client and we do not have your address, your address for service will be our offices at Croeselaan 18, Utrecht, The Netherlands. In that case, we may use our own office address as your address for sending notifications or documents.
3. For the purposes of the agreement, we choose as our address for service our offices at Croeselaan 18 in Utrecht.