

General conditions Rabobank iDEAL 2018



Rabobank

1. Definitions

Merchant:	the party accepting an iDEAL Payment from a Client in settlement of a payment obligation in euros pursuant to an Agreement.
Rabobank:	Coöperatieve Rabobank U.A., having its registered office in Amsterdam, the Netherlands.
Payment Confirmation:	the electronic confirmation by the Rabobank, in conformity with the Rabobank's Manual, in which the Rabobank notifies the Merchant that the iDEAL Payment will be carried out.
Security Code:	the password required, in combination with the Merchant's user name, for the Merchant's use of the Rabobank iDEAL Dashboard.
Certificate:	a certificate from the Merchant required for the use of Rabobank iDEAL.
Payment Request:	the electronic request submitted by the Merchant to the Rabobank to initiate an iDEAL Payment by the Client.
PSP:	the third party engaged independently by the Merchant for a) the Merchant's use of the technical connection of the PSP with the Rabobank and for b) forwarding Payment Requests from and Payment Confirmations to the Merchant via that technical connection.
Manual:	the Rabobank's iDEAL Manual that is applicable to Rabobank iDEAL, as well as any replacements of such manual designated by the Rabobank.
iDEAL Payment:	a payment in euros using iDEAL made by the Client for the benefit of the Merchant.
Client:	the party making an iDEAL Payment in settlement of a payment obligation in euros to the Merchant.
Rabobank iDEAL:	the Rabobank's product, based on the iDEAL standards, which the Merchant can use to accept iDEAL Payments from Clients.
Rabobank iDEAL Dashboard:	https://ideal.rabobank.nl and replacement web pages designated by the Rabobank, on which the Rabobank will provide information, setting options and other functionalities in respect of Rabobank iDEAL to the Merchant.
Agreement:	the agreement entered into between the Rabobank and the Merchant in respect of acceptance of iDEAL Payments, in which these general conditions were declared applicable.
Account:	the account stated in the Agreement to which iDEAL Payments are credited.
Site:	www.Rabobank.nl and/or one or more of its subpages and replacement web pages designated by the Rabobank.
Transaction:	the agreement between the Client and the Merchant, under which the Client performs its payment obligation by way of an iDEAL Payment.
Website:	the Merchant's site(s) stated in the Agreement and any site of the Merchant for which Rabobank has subsequently granted its written consent.

2. Term of the Agreement

- 2.1 The Agreement will be entered into for an indefinite period of time. Either the Merchant or the Rabobank may terminate the Agreement by giving written notice, with due observance of a notice period of at least 30 days.
- 2.2 The Rabobank will be authorised to terminate the Agreement, with immediate effect and without any notice of default or other formalities being required, and without any liability arising on its part to pay damages or to refund fees to the Merchant:
- in the event of failure by the Merchant to perform any of its obligations ensuing from the Agreement, these general conditions and/or the Manual;
 - on the date of termination of the Account with the Rabobank or the agreement in respect thereof;
 - in the event that the Merchant is declared bankrupt or files for bankruptcy, or files for or is granted a moratorium on payment of its debts, in the event of a guardianship order against the Merchant, and/or in the event of the Merchant's demise;
 - in the event that an administrator is appointed over, or attachment is levied on, all or part of the Merchant's assets;
 - in the event that a statutory debt rescheduling scheme is declared applicable to the Merchant;
 - in the event of discontinuation and/or termination and/or transfer of all or a substantial part of the Merchant's business;
 - if the Merchant is a legal entity: in the event of dissolution, merger and/or demerger of the Merchant;
 - if, in the Rabobank's opinion, the relationship between the Rabobank and the Merchant or the Merchant's use of Rabobank iDEAL causes, or may cause, damage to the Rabobank's reputation and/or the image of Rabobank iDEAL, or jeopardises the integrity of the banking sector;
 - or in the event of similar (legal) facts or circumstances under foreign or international law.

- 2.3 Termination of the Agreement will not release the parties of the obligations that, by their nature, survive termination, including - but not limited to - the provisions of articles 12, 13, 18 to 22 inclusive, 25, 27 and 28.

3. Rabobank iDEAL

Rabobank iDEAL may be used in the Netherlands only. The features of Rabobank iDEAL are as described on the Site. The Rabobank will at all times be authorised to change the features of Rabobank iDEAL and will notify the Merchant of any such changes, or give the Merchant the opportunity to take cognisance thereof on the Site.

4. Use of Rabobank iDEAL, general

- 4.1 During the term of the Agreement, the Merchant may only accept iDEAL Payments using Rabobank iDEAL via the Website(s) for the Merchant's activities described in the Agreement on/via such Website(s). The Merchant may only accept iDEAL Payments via another website and/or for other activities with the prior written consent of the Rabobank.
- 4.2 The Merchant warrants that the Merchant will not accept any iDEAL Payments via Websites, in Transactions and/or for goods or services:
- A. if the Merchant knows or suspects that there have been, or may have been, fraudulent or other wrongful and/or criminal acts on the part, or to the detriment, of the Client;
 - B. that are, or act, contrary to mandatory Dutch or foreign laws or regulations;
 - C. the existence, operation, trade, possession or use of which is punishable in the Netherlands or abroad;
 - D. that infringe any third-party rights;
 - E. that are otherwise unlawful in the Netherlands or abroad;
 - F. if that will, or may, cause damage to the reputation of the Rabobank or divisions of Rabobank Group and/or the image of Rabobank iDEAL;
 - G. if that will cause nuisance to Clients or the financial institutions to which such Clients issue their iDEAL Payment orders;
 - H. if the Merchant would thereby act contrary to the Agreement, these general conditions or the Rabobank's Manual.

In the situation referred to under A., the Merchant is to notify the Rabobank thereof without delay in accordance with the provisions of the Manual, and follow the instructions of the Rabobank.

- 4.3 The Rabobank will, with immediate effect and without any notice of default or other formalities being required, and without any liability arising on its part to pay damages, be authorised to suspend performance of all or part of its obligations under the Agreement, including facilitating acceptance by the Merchant of iDEAL Payments, if and as long as, in the Rabobank's opinion, the Merchant fails to perform the provisions of the foregoing sentence or in the event of a difference in opinion in that respect between the Merchant and the Rabobank or between the Merchant and any third parties. This right to suspension will not affect any of the Rabobank's other rights, including the right to claim damages and/or to dissolve or terminate the Agreement.
- 4.4 The Rabobank's Manual describes the requirements in respect of the place(s) and method(s) of presentation by the Merchant on the Website of the option to make iDEAL Payments. In no event will the Merchant make the presentation of the option to make iDEAL Payments subordinate to any other payment methods, e.g. as a result of the position on the Website, the size of the presentation, the degree of user-friendliness or any implied or explicit recommendations.
- 4.5 The Merchant will at least take all such reasonable measures, in line with the market, to prevent and detect fraud with iDEAL Payments, and to mitigate any damage as a result of fraud with iDEAL Payments. The Merchant will at all times promptly notify the Rabobank of any fraud or attempt at fraud with iDEAL Payments, subject to the provisions of the Manual.
- 4.6 The Merchant may initiate an iDEAL Payment by submitting a Payment Request with the Rabobank in accordance with the provisions of the Manual. The Rabobank will not be under any obligation to accept a Payment Request if the Payment Request and/or the method of submission of the Payment Request is not in accordance with the provisions of the Manual.
- 4.7 The Merchant will, on a regular basis but at least once per 14 days, check the Site for any new information made available on Rabobank iDEAL, including but not limited to information on proposed changes to the features (article 3), limits (article 4.10), required goods and services (article 6), the Manual (article 10), and the rates (article 14.1) of Rabobank iDEAL. The Merchant will follow any instructions on the Site.
- 4.8 If the Merchant has received the Payment Confirmation, the Merchant will not delay, suspend or otherwise frustrate execution of the Transaction on the ground that the Client has not (yet) paid the Merchant.
- 4.9 The Rabobank will use commercially sound efforts to enable the Merchant to accept iDEAL Payments 7 days a week, 24 hours a day.

The Rabobank will, inter alia in the event of malfunctions, maintenance work or security incidents, be entitled to restrict and/or suspend all or part of the Merchant's acceptance of iDEAL Payments. The Rabobank will give the Merchant the opportunity, if possible in advance, either on the Site or otherwise, to take cognisance of the (proposed) suspension, unless the Rabobank deems this inadvisable in view of, e.g., fraud prevention or detection, monitoring of the banking integrity, or third-party interests.

- 4.10 The Rabobank will be authorised to set limits for the Merchant's acceptance of iDEAL payments, including limits on the number of iDEAL Payments to be accepted by the Merchant for each period, or the total amount in iDEAL Payments to be received by the Merchant for each period. The Rabobank may at all times set or change such limits and will notify the Merchant thereof or give the Merchant the opportunity to take cognisance thereof on the Site.
- 4.11 Unless expressly provided otherwise in these general conditions or the Rabobank's Manual, the Merchant will not be authorised, without the prior written consent of the Rabobank, to disclose the existence of a relationship with the Rabobank or to use to the (trademark) name or the logo/pictorial mark of the Rabobank or iDEAL in any publications (including the Website) or advertisements.
- 4.12 The (trademark) name and the pictorial mark/logo of the Rabobank and iDEAL, and any technologies, documentation and methods used and/or made available to the Merchant by the Rabobank in the performance of the Agreement, are protected by intellectual property rights (including but not limited to trademark rights, copyrights and patent rights) of, inter alia, the Rabobank and its suppliers. Save to the extent necessary for the performance of the Agreement or as permitted in these general conditions, the Merchant will not be authorised to use, reproduce/copy, alter, disclose or make available to third parties (by any title whatsoever) the (trademark) name and the pictorial mark/logo of the Rabobank and iDEAL, and any technologies, documentation and methods used and/or made available to the Merchant by the Rabobank in the performance of the Agreement.
- 4.13 The Merchant undertakes vis-à-vis the Rabobank, as the Rabobank stipulates for each Client making an iDEAL Payment, that the Merchant will use the data regarding the Client received by it for purposes of carrying out the iDEAL Payment only for its own administrative handling of the iDEAL Payment and with due observance of the statutory obligations in respect of the protection of personal data.
- 4.14 The Merchant grants the Rabobank the right, if the Rabobank has reasonable grounds to doubt proper performance by the Merchant or by any third parties engaged by it of the obligations ensuing from the Agreement, the general conditions or the Manual, to cause an independent party to audit the Merchant's accounting records and (computer) systems. The Merchant will render all cooperation to such party in the performance of the audit. The costs of the audit will be payable by the Rabobank, unless the audit reveals that the Merchant or any third party engaged by it has failed to perform the obligations described in this article. In the latter event, the Merchant will be required to reimburse the Rabobank for the reasonable costs of the audit.

5. Security requirements

- 5.1 The Acceptor is required to implement sufficient technical and organisational security measures, including the IT infrastructure, as included in the Manual, with respect to the details received by it within the context of the iDEAL payment, which includes sensitive payment details. This is required in order to prevent the occurrence of problems and/or irregularities, such as unauthorised use, payment security and other incidents and data leaks within the meaning of the applicable privacy legislation and/or regulations.
- 5.2 The Acceptor is required to notify the Rabobank without delay of problems and/or irregularities in relation to the details that were received within the context of the iDEAL payment in accordance with the Manual. Examples of such problems and/or irregularities are presumed or actual unauthorised use, payment security and other incidents and data leaks within the meaning of the applicable privacy legislation and/or regulations.
- 5.3 In the event of problems and/or irregularities, such as presumed or actual unauthorised use, payment security and other incidents and data leaks within the meaning of the applicable privacy legislation and/or regulations, the Rabobank will have the right to demand information from the Acceptor. For example information pertaining to sensitive payment details such as transaction IDs, transaction dates and transaction times. The Acceptor is obliged to ensure that these details can be traced in a satisfactory manner. In the event of problems and/or irregularities, such as presumed or actual unauthorised use, payment security and other incidents and data leaks within the meaning of the applicable privacy legislation and/or regulations, the Acceptor will be obliged to cooperate with the Rabobank and any supervisors and/or authorities.

6. Use of Rabobank iDEAL, technical

The Merchant will, at its own expense and risk, ensure the uninterrupted availability, adequate security, and proper performance of the goods and (telecommunications) services required for acceptance of iDEAL Payments, as described on the Site.

The Rabobank may change the specifications of the required goods and/or (telecommunications) services, and will notify the Merchant of any such changes, or give the Merchant the opportunity to take cognisance thereof on the Site.

7. Rabobank iDEAL, (technical) connection

The Merchant will, at its own expense and risk and subject to the Rabobank's Manual, connect to Rabobank iDEAL, and maintain that connection, and make suitable for Rabobank iDEAL, and maintain that suitability, the Website and the computer system it will deploy for Rabobank iDEAL.

The Merchant will not be able to accept iDEAL Payments until it has in accordance with the Manual determined and notified the Rabobank that the Website and the computer system are correctly connected to, and are suitable for, Rabobank iDEAL.

8. Connection to Rabobank iDEAL via PSP

- 8.1 The Merchant may also, at its own expense and risk, connect, and remain connected, to Rabobank iDEAL via a PSP in accordance with the provisions of the Manual. In such event the Merchant will use the connection of such PSP to Rabobank iDEAL for, inter alia, the Merchant's sending of Payment Requests and receiving of the Payment Confirmations.
The provisions of article 17.4 on third parties will also apply to the PSP.
- 8.2 The Manual sets additional requirements for the PSP and the services to be performed by the PSP on the instructions of the Merchant in connection with Rabobank iDEAL.

9. Rabobank iDEAL, Certificate

- 9.1 The Merchant will, subject to the Rabobank's Manual, create the Certificate required for the use of Rabobank iDEAL and exchange same with the Rabobank. The Certificate must at least meet the requirements set in the Manual.
- 9.2 The Merchant will be irrevocably and unconditionally bound by, and responsible for, all (legal) acts carried out using the Certificate. The Merchant will bear the risk of unauthorised use of the Certificate.
- 9.3 The Merchant will ensure that the Certificate is kept confidential, is used and stored safely, and is exclusively known to, and accessible by, persons who are authorised to perform (legal) acts using the Certificate on behalf of the Merchant. The Merchant will at least carefully comply with the Manual on this point.
- 9.4 The Merchant will ensure that the Certificate is used exclusively for purposes of Rabobank iDEAL.
- 9.5 The Merchant will take such measures as will prevent unauthorised access and unauthorised use thereof. The Merchant will keep any information regarding the security aspects of the iDEAL Payments confidential. The Merchant will at all times carefully monitor that the Certificate is used by authorised persons only and with due observance of its instructions and is stored safely.
- 9.6 The Merchant will immediately verify the correctness of any communication from the Rabobank to the Merchant about the use of the Certificate. If the Merchant is of the opinion that any such communication from the Rabobank contains inaccuracies, the Merchant will immediately notify the Rabobank with due observance of the Manual.
- 9.7 The Merchant is obliged to immediately request the Rabobank to disable the Certificate as soon as the Merchant knows or suspects that the Certificate: has been lost or stolen; is or may be used by unauthorised persons; or is or may be used contrary to the Merchant's instructions.

The Rabobank will disable the possibility for the Merchant to perform (legal) acts using the Certificate as soon as reasonably possible after the Merchant has requested the Rabobank to disable the Certificate in accordance with the foregoing provisions.

- 9.8 At the Rabobank's request, the Merchant will start using a replacement Certificate. The Merchant will bear the risk of damage to and/or loss of the Certificate, including the costs of replacement.

10. iDEAL Manual

- 10.1 The use of Rabobank iDEAL is governed by the Manual used by the Rabobank. Such Manual is included on the Site or will otherwise be communicated or made available by the Rabobank to the Merchant.
The Merchant will be obliged to observe this Manual.
The Merchant will not be permitted to use Rabobank iDEAL if the Manual is not observed.
- 10.2 The Rabobank may amend the Manual referred to in article 9.1 with immediate effect, and will notify the Merchant of any such amendments, or give the Merchant the opportunity to take cognisance thereof on the Site.

11. Crediting iDEAL Payments

- 11.1 The Rabobank will, if the Rabobank has made a Payment Confirmation available for an iDEAL Payment and that Payment Confirmation has also been retrieved electronically by the Merchant from the Rabobank in accordance with the Manual, credit such iDEAL Payment to the Account. Normally, the Account will be credited within 1 or 2 workdays of the date of the iDEAL Payment.
The Merchant will be required immediately to retrieve any Payment Confirmations subject to the Manual.
- 11.2 In derogation of the provisions of article 11.1, the amount of the iDEAL Payment will not be due by the Rabobank to the Merchant:
- if, in the Rabobank's opinion, there have been irregularities or fraudulent acts; or
 - if, in the Rabobank's opinion, there have been inadvertent double iDEAL Payments or errors in the iDEAL Payment due to malfunctions; or
 - as long as, in the Rabobank's opinion, the Merchant fails to perform its obligations under the Agreement, these general conditions and/or the Manual, or in the event of a difference of opinion in that respect between the Merchant and the Rabobank; or
 - if Currence Holding B.V. or Currence iDEAL B.V., both having registered office in Amsterdam, or their successors in title, order the Rabobank not to make the amount of the iDEAL Payment available to the Merchant.

- The Rabobank may suspend crediting the iDEAL Payment while the Rabobank's investigation of the foregoing circumstances is ongoing.
- 11.3 The Merchant will at all times verify whether such iDEAL Payments have been credited to the Account as soon as possible, but not later than 1 month following the date of issue of the Payment Confirmation by the Rabobank. If the Merchant is of the opinion that an iDEAL Payment has not, not completely or not punctually, been credited to the Account, the Merchant will notify the Rabobank thereof as soon as possible but not later than 2 months following the date of issue of the Payment Confirmation by the Rabobank, in accordance with the Rabobank's Manual.
- The Rabobank will not be under any obligation to handle any such complaints lodged by the Merchant after expiry of the period referred to in the foregoing sentence. The Rabobank will be entitled to charge costs to the Merchant if it decides to handle a complaint received after expiry of the 2-month period referred to above. The terms referred to in this article derogate from the provisions of the General Banking Conditions.
- 11.4 The Merchant may only designate a Dutch business account with Rabobank that is suitable for normal euro payment transactions as the Account in the Agreement.
- The Merchant warrants that it will designate the correct account as the Account in the Agreement.
- If the Merchant wishes to designate another account to replace the Account, the Merchant and the Rabobank will have to enter into a new agreement in that respect and the Agreement will be terminated.
- 11.5 If the Account is held by a third party rather than by the Merchant, crediting of an iDEAL Payment to the Account will constitute payment in discharge of the Rabobank's obligations vis-à-vis the Merchant.

12. Repayment of iDEAL Payments

- 12.1 The Merchant will be under the obligation immediately to repay the amount of an iDEAL Payment to the Rabobank if the Rabobank has credited the amount of the iDEAL Payment to the Merchant's Account and one or more of the situations described in article 11.2 occur.
- 12.2 On the Rabobank's demand, the Merchant will provide such collateral (pledge and/or mortgage right) and/or other security as the Rabobank deems appropriate as security for the repayments to the Rabobank referred to in article 12.1.

13. iDEAL Dashboard, Security Code

- 13.1 The Rabobank iDEAL Dashboard forms part of Rabobank iDEAL. The features and functionalities of the Rabobank iDEAL Dashboard are as described in the Manual. The Rabobank will at all times be entitled to change the features and/or functionalities of the Rabobank iDEAL Dashboard and will notify the Merchant of any such changes, or give the Merchant the opportunity to take cognisance thereof on the Rabobank iDEAL Dashboard, on the Site or otherwise.
- 13.2 The Merchant may apply for and/or change the Security Code required for the use of the Rabobank iDEAL Dashboard in accordance with the Manual.
- 13.3 The Merchant will be irrevocably and unconditionally bound by all (legal) acts performed in the Rabobank iDEAL Dashboard. The Merchant will bear the risk of unauthorised use of Security Code.
- 13.4 The provisions of articles 9.3 to 9.8 inclusive about Certificates will apply mutatis mutandis to the Security Code.

14. Rates

- 14.1 The Rabobank will be authorised to change the (amount of the) rates for Rabobank iDEAL, the computation and settlement period and the computation and settlement method thereof, and to charge new rates. The Rabobank will notify the Merchant at least 30 days prior to the effective date of any change in rates, the computation and settlement period or the charging of new rates, or give the Merchant the opportunity to take cognisance thereof on the Site.
- 14.2 The Merchant will not be permitted to set off any amounts due by the Merchant to the Rabobank against any amounts due by the Rabobank to the Merchant.

15. Merchant details

- 15.1 The Merchant warrants the correctness and completeness of the information provided by it to the Rabobank. The Merchant will notify the Rabobank, immediately and in accordance with the Manual, of any changes to the details provided by it to Rabobank.
- 15.2 The Rabobank will be entitled to provide the data about the Merchant and its use of Rabobank iDEAL, which data the Rabobank has received from the Merchant and/or which the Rabobank itself has collected or composed, to third parties directly or indirectly involved in iDEAL Payments, if deemed necessary or advisable by the Rabobank.

16. Communication

- 16.1 In the Manual, the Rabobank will notify the Merchant of the Rabobank's address and contact details to be used by the Merchant for any communications to the Rabobank in connection with the Agreement. The Merchant is obliged to observe the Manual in such matters. The Rabobank may change such address and contact details, and

will notify the Merchant of any such changes or give the Merchant the opportunity to take cognisance thereof on the Site or otherwise.

- 16.2 The Merchant's address and contact details, including the Merchant's email addresses, that the Rabobank may use for any communications to the Merchant for purposes of the Agreement are as described in the Rabobank iDEAL Dashboard. The Merchant will be authorised to change such details and will notify the Rabobank in good time before the effective date of any change, with due observance of the Manual.
- 16.3 The Manual describes the type of communications for which the email addresses included therein by the Merchant may be used. The Merchant will ensure that any email that is sent by the Rabobank to an email address described in the Rabobank iDEAL Dashboard will at all times and punctually be made available to the correctly designated officer(s) of the Merchant and that it will be punctually and adequately handled by the Merchant.
- 16.4 Any communication between the Merchant and the Rabobank will be subject to the Manual.

17. Relationships with third parties

- 17.1 The Rabobank is not a party to the Transaction.
The Rabobank will not be liable to the Merchant for any (legal) acts on the part of Clients. The Merchant will indemnify the Rabobank against any claims of Clients relating to a Transaction and the use of Rabobank iDEAL, and will compensate the Rabobank for any damage that the Rabobank may suffer as a result of any such claims.
- 17.2 The Merchant will ensure that any Transactions are realised properly and with due observance of the applicable laws and regulations, and will ensure that it punctually performs its obligations vis-à-vis Clients pursuant to any Transactions. The Merchant will reasonably resolve any disputes with Clients in connection with Transactions at its own expense and risk.
- 17.3 The Rabobank will be authorised to engage third-party services in the performance of the Agreement. The Rabobank will observe due care in its choice of such third parties.
- 17.4 The Merchant will, at its own expense and risk, be authorised to engage third-party services in the performance of the Agreement. The Merchant will ensure that the third parties engaged by the Merchant are fully aware of, and bound by, the obligations ensuing for the Merchant and/or third parties from the Agreement, the general conditions declared applicable therein, and the Manual. The Merchant will ensure that such third parties will properly perform such obligations, and will, on the Rabobank's demand, enforce performance of such obligations in court.
The Merchant is aware that the engaging of third parties entails risks.
The Merchant will observe due care in its choice of such third parties.

18. Merchant's authority/representation

If the Merchant is a legal entity, a professional partnership, a limited partnership, or a general partnership, and/or if the Agreement was entered into by multiple Merchants, the following provisions will apply:

- a. Any direct or indirect (executive/non-executive) director, (managing) partner, partner in a professional partnership and/or Merchant will be deemed to hold a perpetual and unrestricted power of attorney, with the right of substitution, under Dutch law, from each of such direct or indirect directors, from each Merchant, to independently perform all such (legal) acts on behalf of the/each Merchant, including but not limited to acts of disposition, for purposes of performance of, or in connection with, the Agreement, the general conditions and the Manual. The power of attorney will not end in the event of the death of, or a guardianship order against, any such principal. This power of attorney includes, but is not limited to, the power for a direct or indirect (executive/non-executive) director, (managing) partner, partner in a professional partnership and/or Merchant to perform all such (legal) acts via an electronic service that he has agreed for himself (in his private capacity) with the Rabobank. In such events the direct or indirect (executive/non-executive) director, (managing) partner, partner in a professional partnership and/or Merchant will (also) be deemed to act in his capacity as proxy. Under no circumstances will the Rabobank be under any obligation to deal with a (substituted) proxy. Termination of a power of attorney may be invoked against the Rabobank only after the Rabobank has been notified thereof in writing. Any (iDEAL Payment) orders given to the Rabobank by a former proxy, as referred to in this article, shortly before or after the Rabobank has received notice of termination/revocation may still be validly executed or the execution thereof may still validly be continued by the Rabobank if it cannot reasonably prevent such execution.
- b. If and as long as any director, (managing) partner, partner in a professional partnership and/or proxy has not been identified and verified as such, the Rabobank will not be under any obligation to perform any (legal) acts, including but not limited to acts of disposition, of such director, (managing) partner, partner in such professional partnership and/or proxy.

19. Liability

- 19.1 Without prejudice to any other provisions in these general conditions and the General Banking Conditions regarding liability, and unless arising as a result of its wilful misconduct or gross negligence, the Rabobank will not be liable for any damage directly or indirectly arising as a result of:
 - failure by the Merchant to perform the provisions of the Agreement, these general conditions, or the Manual;

- international conflicts;
 - violent or armed actions;
 - measures of any national, foreign or international government;
 - measures of any regulating agency;
 - boycott campaigns;
 - industrial actions at third parties or by internal staff;
 - failure or suspension of electricity supply, telecommunications services or connections, or of hardware or software of the Rabobank or the third parties engaged by the Rabobank;
 - failure by third parties engaged by the Rabobank in the performance of the Agreement, if the Rabobank demonstrates that it has observed care in its choice of such third party.
- 19.2 In no event will the Rabobank be liable for any indirect damage, including but not limited to lost profit, damage as a result of business interruption, and consequential damage.
- 19.3 The Rabobank's liability will also be limited to a maximum equal to the sum of the amounts paid to the Rabobank under the relevant Agreement during a period of twelve months preceding the event causing the damage, less the total amount of damages already due and/or paid by the Rabobank to the Merchant in connection with the relevant Agreement during such twelve-month period.

20. Evidence

The accounting records retained by the Rabobank or any third parties engaged by it will serve vis-à-vis the Merchant as full evidence of performance of the Agreement, these general conditions, and the Manual, including the use of Security Codes and Certificates, with the exception of evidence to the contrary provided by the Merchant.

21. Merchant Conditions, applicable law, competent court

- 21.1 The Merchant's conditions will not apply to the Agreement.
- 21.2 The Agreement will be governed exclusively by the laws of the Netherlands. Any disputes between the parties relating to the Agreement, the general conditions declared applicable therein or the Manual, may be submitted exclusively to the court in the Netherlands.

22. Exclusion

In accordance with articles 38 and 61 of EU Directive 2015/2366, the Agreement and these general conditions will not be governed by the Articles in Book 7 of the Dutch Civil Code [Burgerlijk Wetboek], which are implemented in relation to EU-Directive 2015/2366.

23. Amendment

The Rabobank will at all times be authorised to make additions and/or amendments to, and/or to replace, these general conditions. The Rabobank will notify the Merchant at least 30 days prior to the effective date of any addition, amendment or replacement, or give the Merchant the opportunity to take cognisance thereof on the Site.

If the Merchant does not agree to any addition, amendment and/or replacement, it is to notify the Rabobank thereof in writing within the said 30-day period, terminating the Agreement.

24. Taxes

If a Merchant is under a statutory obligation to apply a discount or withholding to any payment to the Rabobank under the Agreement, the Merchant will pay such additional amount to the Rabobank as required for the Rabobank to receive the same amount as the Rabobank would have received if such discount or withholding had not been applicable. Any and all taxes and/or levies that are due or that may in the future be levied in respect of the Agreement will be payable by the Merchant.

25. Costs

Any and all costs to be incurred as a result of the Agreement - including the Rabobank's costs of judicial and extrajudicial collection and costs of execution - will be payable by the Merchant. The extrajudicial costs will be set at 10 per cent (10%) of the amount to be collected, subject to a minimum of five hundred euros (EUR 500). To the extent that the Rabobank demonstrates that the extrajudicial costs of collection incurred exceed 10 percent (10%) of the amount to be collected, the extrajudicial costs of collection incurred will be fully payable by the Merchant.

26. Irregularities

In the event that any irregularities occur, are impending, or have occurred, in respect of (performance of the) Agreement, the general conditions declared applicable therein or the Manual, the Merchant will, on the Rabobank's demand, be under the obligation to do or omit anything that the Rabobank may reasonably deem necessary in connection with such (impending) irregularities.

27. Merger/demerger/assignment

- 27.1 All powers, rights and obligations of the Rabobank may, after a legal merger or demerger of the Rabobank, (also) be independently - and jointly and severally - exercised or performed by the Rabobank's successor(s) in title.
- 27.2 The Rabobank will be authorised to assign all or part of the rights under the Agreement and/or the legal relationship(s) in existence between itself and the Merchant, together with the associated ancillary rights, to a third party. By signing the Agreement the Merchant hereby grants/has granted its consent thereto in advance, should the occasion arise.
- 27.3 After a merger, demerger or assignment, any reference in the general conditions and in the Agreement to 'the Rabobank' is to be deemed to include the Rabobank's successor(s) in title.

28. Partial nullity and nullifiability

Any nullity or nullifiability of any provision in these general conditions or in the Agreement will not lead to nullity or nullifiability of these general conditions or the Agreement, or of any other provision thereof.

