



## **General Terms and Conditions for Online Services**

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## Section 1: Introduction

The following terms and conditions (the/these "Terms and Conditions") apply to the provision of online services ("Online Service/s" and when referring to a single one of those services: "Online Service") made available by Coöperatieve Rabobank U.A. ("Rabobank") (including its local branches and/or representative offices and/or affiliates) through its online Rabo Business Banking platform (the "RBB Platform") to any type of customers of Rabobank which (i) do not have their centre of main interests in The Netherlands and (ii) have entered into the framework agreement for Online Services (the "Framework Agreement", as defined hereafter), with Rabobank (such customer hereafter referred to as the "Customer").

These Terms and Conditions do not represent all the terms and conditions under which online services are provided by Rabobank, as additional terms and conditions may apply to online services relating to specific or additional products or services provided by Rabobank through the RBB Platform (the "Product Terms and Conditions"), if the Customer has entered into a separate agreement with Rabobank for those specific or additional products or services made available on the RBB Platform (the "Product Agreement").

The Customer should closely review these Terms and Conditions and any applicable Product Terms and Conditions prior to using Online Services. The Customer can find any applicable Product Terms and Conditions on the website of Rabobank.

These Terms and Conditions shall form an integral part of the Framework Agreement. Defined terms used in these Terms and Conditions shall have the same meanings as described in the Framework Agreement. In case of any conflicts between the Framework Agreement and these Terms and Conditions, the Framework Agreement will prevail, and any Product Agreement will prevail over the Product Terms and Conditions. In case of any conflicts between the Framework Agreement and the Product Agreement and/or the Product Terms and Conditions, the Product Agreement (primarily) and the Product Terms and Conditions (secondly) shall prevail.

# Section 2: Interpretation, construction and definitions

## 2.1. Interpretation and construction

In the Framework Agreement and in these Terms and Conditions:

"you", "your" and "Customer"	shall refer to you as the Customer, being the person(s) with whom we have entered into the Framework Agreement, where applicable jointly and severally.
"we", "us" and "our"	shall refer to Rabobank and any of its affiliates, including all of its (local) branches and/or representative offices and/or affiliates, offering the Online Services to you.
"including"	shall be construed as including, without limitation.
"for example"	shall be construed as for example without limitation.
"a person"	includes any individual and any kind of legal entity, including any firm, company, corporation, association, trust, joint venture consortium or partnership (whether having separate legal personality or not) and includes that person's successors in title, permitted assigns and permitted transferee.
"amend" (and "amendment")	shall also mean to alter, vary, modify, limit, supplement, replace, suspend, cancel or waive, from time to time.

## 2.2. Definitions

We use certain terms in the Agreement and in these Terms and Conditions. In addition to the definitions included in the Introduction, we have set out below what we mean by some of these terms.

Agreement(s):	All agreements for the use of Online Services between us and you, including the Framework Agreement, these Terms and Conditions, any applicable Product Agreement, any applicable Product Terms and Conditions, any Annex, any applicable application form and any addendum (each as may be amended from time to time).
Annex:	Any additional terms and conditions, including any Privacy Statement, that apply to the Customer's country that are attached to the Framework Agreement (as may be amended from time to time), if applicable.

App:	An application that you can use to access the RBB Platform and the Online Services.
Business Day:	A day on which we carry out instructions communicated via an Online Service. Business Days may vary per Online Service, product and/or other service.
Device:	A device registered with us for the access to and/or use of an Online Service, such as for example a computer, mobile phone, tablet or any other device.
Framework Agreement:	The “Framework Agreement for Online Services” and any applicable, application form, Annex and addenda.
Incident:	An event as a result of which you or a User knows or suspects that an unauthorised person may have access to or have accessed your account for Online Services, including in case of loss or occasion of insecure storage of any Security Resource or an unauthorised person having access to any Security Resource, account details, Security Code, biometric characteristic card, Email/password and/or QR scan login required to access any Online Service.
Information:	All Agreements, notices, confirmations, documents, manuals, instructions, accounts and other statements and commercial or other (oral or written) communications that we and/or third parties (whether or not via us) provide to you in relation to the RBB Platform and the Online Services.
Intellectual Property Rights:	All Information, software, hardware, patents, trademarks, service marks, business names, copyrights, database rights, designs and design rights, domain names, moral rights, inventions, knowhow and other intellectual rights and interest, whether present or future and registered or unregistered, and the benefit of all applications and rights to use such assets or rights.
Security Code:	Any personal and secret code, such as the access code or a (one-time) password for any Online Service provided by us to you or, at your request, to any User or set by you or any User.
Security Resource:	Any security resource provided by us to you or, at your request, to any User, which allows you to authenticate yourself for, access and use any Online Service, including: App, card, email accounts, user names, passwords, biometric characteristics, QR scan login or the corresponding Security Code, or any replacement of that security resource designated by us.

User: Any person to whom you have provided or to whom we, at your prior written request (including electronically) have provided, at your own risk, any Security Resource or any additional security measure to access your account and perform legally binding or other acts on your behalf in and/or via an Online Service.

Website: [www.rabobank.com](http://www.rabobank.com) or one or more of our websites used instead. This also includes subpages and links related to the RBB Platform.

## Section 3: The Customer's consent

When you start using or continue to use the Online Services you agree to the following rules:

### 3.1. Review of Agreement and Terms and Conditions

- a. You agree to or have agreed, whatever is legally applicable, to any applicable Agreements.
- b. Before you request us to make any Online Services available to you or use any Online Services you must carefully review these Terms and Conditions and any applicable Product Agreements and/or Product Terms and Conditions and fully understand the relevant provisions and accept and agree to be bound by those provisions.

### 3.2. Changes to Terms and Conditions

We may amend, from time to time, these Terms and Conditions in accordance with clause 9.15(a) of these Terms and Conditions by publishing such amendments on the Website and notifying you; or having you accept the new terms and conditions on the applicable acceptance screen when using the App; or by any other means we have agreed with you.

### 3.3. Changes to Online Services and RBB Platform

We expressly reserve the right to amend, from time to time, any information about the Online Services and the RBB Platform and we may also introduce or amend (the composition of) the facilities or services within the Online Services, from time to time. The introduction of new facilities or services may be subject to the Customer's acceptance of (additional) Product Terms and Conditions. Any such amendments shall be posted on our Website in such a manner we consider appropriate.

### 3.4. Use of the Online Services

You agree that Online Services may only be used for business purposes. The main features of the Online Services are described in more detail in Section 7 below and on our Website.

Please note: the provision and use of Online Services in certain jurisdictions can be subject to country-specific terms and conditions. If applicable, see the relevant Annex for more information.

## Section 4: Availability of Online Services

### 4.1. Availability of the Online Services

We shall use reasonable endeavours to make the Online Services available and to meet requests for their use. However, we cannot guarantee that Online Services will always be available or will always be provided by us without faults or malfunctions as availability is also dependent on third-party service providers (including the internet network provider and the telecommunication provider). It is therefore important that you take your own measures to avoid suffering any loss or damage as a result. For example, by making agreements with third parties about the measures to be taken by the third party.

### 4.2. Faults and disruptions

We will use reasonable endeavours to resolve faults, errors and disruptions in an Online Service or to find another solution. However, we cannot guarantee that we will resolve all faults, errors and disruptions. We may also choose not to resolve a fault, error or disruption where we consider this to be reasonable. We may do so, for example, if the fault, error or disruption causes little inconvenience, if there are alternative methods to access or provide instructions in relation to the relevant product or facility or if the error and/or disruption can be circumvented.

### 4.3. Limitation of availability of Online Services

- a. We can withdraw, stop maintaining or discontinue access to an Online Service, either partially or completely, temporarily or permanently and for a variety of different reasons, for example:
  - i. if we decide it is no longer economical or practical to run or maintain the Online Service or the system it is running on;
  - ii. the Online Service and/or system proves to be vulnerable from a security or reputational perspective;
  - iii. the Online Service and/or system is unable to perform the tasks required for us to meet legislative or prudential requirements;
  - iv. all or part of the Online Service and/or system is being evaluated, tested, maintained, repaired or upgraded; or
  - v. the action in question is reasonably necessary to protect the legitimate interests of the Rabobank; or
  - vi. the Customer is provided with an alternative way of performing the affected actions (being those previously performed via the Online Service).
- b. We can restrict, suspend or disable any Online Service or any part of an Online Service, for example for the following reasons or in the following circumstances:
  - i. for maintenance purposes;
  - ii. in case of fraud or a suspicion of fraud or in case of any security threat;
  - iii. in the event of a malfunction in the equipment, software or infrastructure; and
  - iv. in response to any (other) circumstances beyond our control, all or part of which may cause disruptions in the performance and availability of the Online Service or otherwise require that the Online Service be restricted, suspended or disabled.
- c. If we exercise our rights in this clause 4.3, we will provide you with notice that is reasonable in the circumstances unless:
  - i. the change to the services is not material;



- ii. we reasonably do not consider it appropriate for security purposes or other material and immediate risk; or
- iii. we are responding to an issue that was not planned or foreseen, in which case such notice may not be provided (or notice may be provided after we have exercised a right in this clause 4.3).

## Section 5: Security, authorisation and restrictions

### 5.1. Security Resources

- a. We will provide you and any User with the Security Resources needed to use our Online Service.
- b. Authorisations are linked to certain Security Resources. Such authorisations may be amended.
- c. You must use, and must ensure that each User uses, these Security Resources (if permitted) in accordance with these Terms.
- d. We will, acting reasonably, decide on what Security Resources are required to access an Online Service and how many of them to provide you, or any other User at your request, with.
- e. The Security Resources will remain our property if we have provided these to you.

### 5.2. Assigning authorisations for the use of Online Services to Users

- a. Online Services and/or authorisation request forms may specify what Users are permitted to do and assign authorisation levels to Users. Things a User is permitted to do may include:
  - i. enter into or amend any agreement provided on the Online Service;
  - ii. receive, accept or send documents, orders or information;
  - iii. communicate with Rabobank;
  - iv. anything else agreed with you and/or made available on the Online Service to you.

More information on the scope of the authority of a User is provided within the process through which you request authorisation for that User.

- b. Where this is the case, each authorisation level will entitle the relevant User to perform legally binding or other acts available via the Online Service, which we determine are permitted, by that Users having that authorisation level.
- c. When you designate a User to use the Online Service on your behalf, by doing so you are confirming to us (knowing that we will rely on that confirmation) that you have granted that User a valid authority to do so and to do all things that they will be able to do in accordance with their authorisation level. Also, you confirm that you will use the Online Service, and will procure that all persons designated as Users in relation to you will use the Online Services, in a proper and responsible manner and undertake actions on the platform only for your benefit and that you will act as principal in respect of all access to and use of the Online Services.
- d. We may, from time to time, change the actions available via the Online Service that a User, that is assigned a particular authorisation level, may perform via the Online Service:
  - i. by agreeing such changes with you;
  - ii. by providing you with 30 days' notice of such change; or
  - iii. by implementing the necessary changes with immediate effect without notifying you in advance if there is a material and immediate risk, in which case we will provide you with notice as soon as practicable afterwards.
- e. You will need to give us 3 Business Days' notice of any amendment to a User authorisation level.
- f. The User's authorisation level is linked to a certain Security Resource.
- g. You confirm that any person using a Security Resource to access the Online Service has the authorisation level linked to that Security Resource and can perform legally binding and other acts available via the Online Service, in line with the authorisation level linked

to that Security Resource, and that such legally binding and other acts will be binding on you. Such a person may perform the legally binding (or other act) on your behalf by clicking a button or applying their electronic signature indicating, for example, their confirmation, acceptance or agreement.

- h. You can assign or change an authorisation level via the Online Service and/or authorisation request forms if we permit and are able to facilitate this.
- i. If you have applied for a Security Resource for a User and the Online Service permits you to assign an authorisation level to that Security Resource, the holder of that Security Resource shall be entitled to perform all legally binding and other acts available to you via the Online Service which are within the scope of the assigned authorisation level and those acts will be binding on you. We decide on which legally binding and other acts are available in this respect and also on how the Security Resource, Security Code and/or Online Service is configured. We assume that this User may perform all legally binding and other acts available to you via the Online Service on your behalf.
- j. You must inform the User (or have the User informed) of authorisation level assigned to any Security Resource and/or Security Code given to them by them or us and of the rights and authorisations granted to him or her.
- k. You shall, at all times, be responsible for ensuring that each User:
  - i. keeps you fully informed of all legally binding or other acts available via your Online Service that they perform on your behalf, as you will be bound by them. For example, you must ensure that each User is required always to tell you what legally binding or other acts they do, or agreements they enter into on your behalf;
  - ii. keep you fully informed of everything communicated via the Online Service, or otherwise, to them in relation to the Online Service or of your accounts and facilities;
  - iii. keeps you fully informed of the terms of the Agreement (and any amendments or variations to, or replacement of, those documents) at all times; and
  - iv. complies with the Terms and Conditions of the Agreement in the same way you must do.
- l. If you have applied for a Security Resource for a User who is not yet known to us, the User will need to provide proof of identity. If we ask you to do so, you must verify the identity of the User on our behalf. In that case, the rules set out in clause 5.3 will apply to you and you must verify the identity of each User in accordance with those rules.
- m. If we ask you to do so, you must provide us with full details of your Users and copies of the original documents sighted by you to verify the identity of each User.
- n. You may block a User's access and/or Security Code and/or Security Resource via the Online Service. If you cannot do this, you can block it (or have it blocked) via the helpdesk as described in clause 5 (Helpdesk) of Section 6. A User will be blocked within 2 Business Days.
- o. We may refuse to allow a User to perform a legally binding act or other acts available via the Online Service under an authorisation where we are aware of a dispute between the Customer and the User.

### **5.3. User identification by you**

- a. We entrust you to identify and verify the identity of your Users. You must carry this out in accordance with the rules set out in this article.
- b. Identification and verification of the User's identity must be carried out by you or someone authorised on your behalf.

- c. You must verify the identity of a User by checking the User's current valid identity document. For example, a passport.
- d. If a User has not yet been identified or their identity has not yet been verified, you will not be permitted to give that User a Security Resource.
- e. You must record all identification and verification details for the User. You must keep and file this information, after you have made the identification and verification on our behalf.
- f. If we or any regulatory authority so request, you must disclose this information.
- g. Without limiting your obligations with regard to User identification, we may from time to time notify you of further action you must take, or documentation you must provide to us, in order to enable us to independently confirm and/or verify the identity of any User designated on your account. You must, within 3 Business Days of such a notification, take such further action (and provide us with evidence that you have done so) or provide such additional documentation (as the case may be) as we may reasonably request, failing which we shall be entitled to cancel all access by the relevant User until such time as we are able to confirm and verify the identity of such User to our satisfaction. This does not limit your obligation to ensure that you have properly verified and identified any User designated on your account.

#### **5.4. Authorisation in the event of multiple clients**

- a. If there are multiple clients, for example within a limited, general or other partnership, by signing the Agreement, each client gives the other clients (and each User designated by the other clients) the authorisation to represent each other. You give this authorisation for the undertaking of all permitted legally binding or other acts a User is authorised to do. A 'legally binding act' may include:
  - i. entering into new agreements with us or third parties via an Online Service;
  - ii. terminating or changing any Agreement;
  - iii. creating security interests;
  - iv. checking information you receive from us;
  - v. placing orders and accepting confirmations;
  - vi. executing actions for trade and commodity related products;
  - vii. submitting documents to or receiving documents from us; viewing balances on products you hold with us; or
  - viii. making more detailed arrangements with us about an Online Service.
- b. Legally binding acts for the purposes of this clause 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.

#### **5.5. Liability in the case of multiple clients**

- a. If there are multiple clients, for example within a limited, general or other partnership, each client is jointly and severally liable. We can hold each client responsible for complying fully with the Agreement entered into with us.
- b. We may decide that one or more clients are no longer liable. In such cases, the other clients will remain jointly and severally liable.
- c. If one of you (or any User designated by you) sends us any Information, notifications, offers, applications or documents, we may assume that he or she is providing the doing so on behalf of all of you and with your authorisation and consent.

#### **5.6. Use of Online Services for (legal) transactions with third parties**

- a. If this option is available, you may use the Online Service to enter into agreements or perform other legally binding acts with third parties.
- b. If you use an Online Service to enter into legal transaction or otherwise 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.

### **5.7. Notification of incidents**

In case of an Incident, with – for example – your Security Resource, Device or Online Service, please contact the helpdesk as described in clause 9 as soon as possible. If we ask you to do so, you must also report the Incident to us in writing and provide relevant documents.

### **5.8. Restrictions on a Security Code, Security Resource or Online Service**

- a. We may (permanently or temporarily) amend the use of an Online Service; the use of the products that you can use via an Online Service or via any or all Security Resources, Devices and/or any other goods and services which have been issued to you. We can do this among other things, but not exclusively, in the following situations and/or for the following reasons:
  - i. after termination of an Agreement;
  - ii. in order to manage a security risk;
  - iii. in the case of (suspected) unauthorised use, fraud or suspicion thereof (for instance because there are concerns that a Security Resource appears to have been breached, compromised or hacked);
  - iv. in the event of a malfunction in the equipment, software or infrastructure;
  - v. in the event of faults, disruptions, maintenance or (security) incidents in an Online Service;
  - vi. due to system upgrades, changes in security and access protocols or changes in laws or regulations;
  - vii. if not doing so may result in a breach of law or direction of any regulator
  - viii. if we believe it is necessary or advisable to prevent damage being caused to you, us or others (e.g. other clients of these Online Services);
  - ix. if we believe or suspect that you are, or are reasonably likely to become, unable or unwilling to meet your payment and other obligations to us;
  - x. in order to allow time to undertake a full investigation of any of the above circumstances or reasons; or
  - xi. if we consider this otherwise reasonably necessary to protect our legitimate business interests.

We may take such action at any time, including after a notice to terminate the Agreement and/or any Product Agreement(s) (as the case may be), has been given by either of us.

- b. In accordance with the reasons listed in sub-clause (a) we may decide not to carry out an instruction provided 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 an instruction.
- c. If we act under this clause 5.8, we will notify you, taking into account a notice period of at least 30 days that is reasonable in the circumstances. However, in certain cases, we may not notify you in advance and instead implement the necessary changes, restrictions or suspension with immediate effect. This could be the case if:
  - i. there is a material and immediate risk, in which case we will provide you with notice as soon as practicable afterwards;

- ii. we have good reason not to inform you. For example, if this is not appropriate for security reasons, or not permitted, or in order to prevent fraud;
  - iii. a Security Resource or an Online Service has been blocked because an incorrect Security Code was entered three times by you or a User; or
  - iv. the client relationship has been terminated.
- d. If we make use of our rights under this provision, we will not lose our other rights. This includes our right to demand compensation (including all costs due and payable, as well as all other costs owed by you and not already invoiced) and the right to terminate the Online Service in the manner set out in Section 8.

## Section 6: How to use our Online Services safely

### 6.1. What you need to do

- a. Before using any Online Services you and each User must make sure that the Devices are (i) compatible with the Online Services, (ii) free of any viruses, (iii) adequately protected by installing up-to-date security, anti-virus and other software and (iv) adequately locked with a Security Code or other appropriate security measure, if possible.
- b. It is essential that you and each User take all reasonable steps to protect all Security Resources and Security Codes including by:
  - i. not keeping a written record of any Security Code or, if you do keep a record of a Security Code, keeping it in a secure place separate from any other Security Code or Security Resource and anything which may identify you or your accounts;
  - ii. never storing or saving any Security Resources together nor record any Security Code on any software which saves it automatically;
  - iii. not giving a Security Resource to anyone else;
  - iv. ensuring that no one else knows a Security Code;
  - v. taking care when using the Online Services that no one can see you enter a Security Code;
  - vi. selecting a Security Code that is not easily guessed and changing it reasonably frequently;
  - vii. never leaving your Device unattended once logged in to the Online Services;
  - viii. never accessing the Online Services from any computer or other device connected to LAN or any public internet access device or access point;
  - ix. never responding to emails asking for secure information even if they appear to have been received from us; and
  - x. not allowing any other person's biometric identifiers (including but not limited to fingerprints, facial recognition and voice recognition) to be stored on a Device, as this person may then be able to view, and make unauthorised transactions on, your accounts.
- c. If at any time you suspect that:
  - i. you have lost your Security Resource or Device or a record of your Security Code or they have been stolen;
  - ii. any Device has been infected by spyware software or is otherwise hacked;
  - iii. someone else may know your Security Code; or
  - iv. someone may have accessed the Online Services without your authority,you must immediately inform us through the relevant contact details on our website: <https://www.rabobank.com/support/contact>. If you telephone us outside our normal office hours you may be asked to leave a message. You must give your full details when you leave a message so that we may act upon your instructions at the earliest opportunity.
- d. You must comply with any additional security measures as may be notified by us from time to time.
- e. We may amend any or all Security Resources, (security) procedures, forms, or levels of encryption if necessary to ensure the security and confidentiality standards of the Online Services. With that in mind we may request you or any User anytime – and you must immediately comply with those requests – to:
  - i. stop using any or all Security Resources immediately;
  - ii. destroy any or all Security Resources;
  - iii. return the Security Resources to us or to a party designated by us; or
  - iv. switch to using any other recommended Security Resources or additional security measures, in line with subclause c of this clause.

- f. If you or a User do not follow the requirements of this clause, you may be liable for any losses which arise as a result of unauthorised access to the Online Service.
- e. You may be required to assist us and/or the police or other competent authorities in any enquiries related to a breach of security of the Online Services. In connection with these enquiries, we may disclose information to the police or other competent authorities to prevent or recover losses.

#### **6.2. Secure environment**

Are you visiting the Website using a browser? Then you must check and ensure that you are still in the secure environment of our Online Service. You can tell from the address bar in your Internet browser.

#### **6.3. Using Internet, telecommunication and/or other services, hardware and software safely**

- a. It is your responsibility to arrange all Internet, telecommunication and/or other services, goods, hardware (including a Device) and software needed to use an Online Service.
- b. You must use those Internet, telecommunication and/or other services, hardware, security, and software in such a way as not to cause us or a third party any damage.
- c. In addition to the software referred to in this article, 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 and/or any side effects of this software.

#### **6.4. Rules on Apps**

If you want to access an Online Service and/or authenticate yourself for an Online Service via an App, the following rules apply:

- a. Before installing the App, you must check whether it is one of our Apps.
- b. You may use the App only for the purpose for which it is intended. You are not permitted to copy, change the App, or make it available to a third party.
- c. 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.
- d. If we ask you to do so, you must install a new version (update) of our App.
- e. We and third parties engaged by us are not liable for damage caused directly or indirectly by failures or errors in Apps (or updates thereof) or their use. Or for damage caused directly or indirectly by an App (or an update thereof) not working in combination with your Device. This, for example, may be the case if the memory of the Device is full.

#### **6.5. Effect of and liability for unauthorised use or access**

- a. This clause sets out when you may be responsible for losses or be bound by unauthorised instructions which occur as a result of the unauthorised access to the Online Services, or if you unreasonably delay notifying us of certain matters.
- b. If you contribute to the unauthorised access because you fail to protect your Security Resource, Security Code or Device, including because you fail to comply with this Section 6, then you will be bound by any unauthorised instructions provided and are liable for any losses (subject to paragraph 6.4(d)).
- c. If you contribute to the unauthorised instructions or transaction(s) because you unreasonably delay to tell us that:
  - i. any of Security Resource, Security Code or Device may have been misused, lost or stolen; or
  - ii. any of Security Resource, Security Code or Device may have become known to someone else; or
  - iii. someone may have accessed the Online Services without your authority,



then you are bound by any unauthorised instructions provided and are liable for any losses directly attributable to that delay.

- d. Despite anything in this section 6, you are not liable for losses arising from unauthorised use that:
- i. occurs before you have received your Security Resource or Security Code;
  - ii. is caused by a forged, expired or cancelled Security Resource or Security Code;
  - iii. involves the fraud, negligence or wilful misconduct of Rabobank or its employees, officers, contractors, agents, appointed receivers or parties involved in the provision of the Online Service; or
  - iv. takes place after you tell us that any of your Security Resource, Security Code or Device have been misused, lost or stolen or may have become known by someone else.

## Section 7: Online Services/features

We offer various Online Services. You can only use the Online Services we agree with you. This chapter describes a number of specific Online Services/features (and their functionalities). If we introduce a new Online Service/feature we will inform you.

**Please note: some articles in this section apply to you only if you use and/or have a(n) (product) agreement for the described Online Service and/or feature. Rabobank does not provide the services listed below to all countries. If applicable, see the relevant Annex for more information.**

### 7.1. General information

- a. Using our Online Services, you (and a User, subject to any authorisation levels) can perform a number of types of (legal) actions, such as:
  - i. entering into new agreements with us or third parties via an Online Service;
  - ii. terminating or changing any Agreement;
  - iii. creating security interests;
  - iv. checking information you receive from us;
  - v. placing orders and accepting confirmations;
  - vi. executing actions for trade and commodity related products;
  - vii. submitting documents to or receiving documents from us; viewing balances on products you hold with us; or
  - viii. making more detailed arrangements with us about an Online Service.The features of the various Online Services are described in more detail on our Website.
- b. You can only arrange to use the Online Service(s) via your Device by registering yourself and your Device. To access the service, you will need a Security Resource and a Security Code.

### 7.2. Push notifications such as Rabo Alerts

- a. In Rabo Business Banking, you can set up to receive notifications from us via push notifications ("Rabo Alert"). If you configure your system to receive push messages from us, you must ensure that your Device is set up so that you can actually see them. A Rabo Alert is an example of such a push message. And/or is an email message that we send to the email address specified by you.
- b. We may send you an alert or text message without your consent in special cases. For security reasons, for example. You must then immediately follow the instructions given in the alert or text message.
- c. You can make changes relating to Rabo Alerts via Rabo Business Banking. For example, if there has been a change of email address or mobile phone number. You can also terminate or block Rabo Alerts via Rabo Business Banking.
- d. We send these notifications via push such as Rabo Alerts. It is your responsibility to keep the content of the notification confidential.
- e. In the event of theft or loss of the Devices that you use to receive Rabo Alerts, you can block receipt via Rabo Business Banking or the helpdesk as described in clause 9.5. The same applies if you receive Rabo Alerts and someone else has gained access to your email address.
- f. We are not liable for the non-receipt or late receipt of a Rabo Alert, for example due to disruptions in Devices or connections.

## Section 8: End of agreement

### 8.1. Giving notice to terminate the agreement

- a. The Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) is entered into for an indefinite period of time, unless we have agreed otherwise with you.
- b. You may terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) at any time by sending us a notice of termination. There is a 5-Business Days' notice period from the date on which the notice is treated as received by us in accordance with clause 8.2. The termination will become effective on expiry of this notice period.
- c. We may terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) at any time. There is a 30-day notice period from the date on which the notice is treated as received by you in accordance with clause 8.2. The termination will become effective on expiry of this notice period. Upon termination, your access to all Online Services and products provided under the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) will end, unless we make other arrangements with you.

### 8.2. Termination

- a. Either party may terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) without giving the other party ('defaulting party') prior notice if the defaulting party has:
  - i. been declared bankrupt;
  - ii. been granted a suspension of payments;
  - iii. entered into a debt rescheduling arrangement as provided by law;
  - iv. entered into an insolvency arrangement; or
  - v. if any of the above has been applied for.This also applies if similar facts or circumstances arise under foreign or international law.
- b. We may terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) with 30 days' prior notice, if possible:
  - i. if you fail (or any User fails) to meet any of the following obligations in a material way and are unlikely to meet those obligations in the foreseeable future, or if you let (or a User lets) us know that you are no longer able to meet such obligations:
    - a. an obligation under the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements);
    - b. any other obligation to us; or
    - c. an obligation under a contract with a third party if the contract relates to an Online Service or accounts and facility provided by us;in which case we have a right to terminate with immediate effect where:
    - 1) the matter is not remedied within 30 days of our having provided either you or any User with notice of the failure; or
    - 2) you fail, within 30 days of our request to you, to give us reasonable assurance of your ability to perform your obligations in the foreseeable future.
  - ii. if an event occurs that materially negatively affects our relationship with you, our integrity or our reputation. Examples include:
    - a. if you or any User acts in violation of any laws or regulations;

- b. if our relationship with you or any User, or any act or omission on your part or by any User, prevents us from complying with the laws and regulations that apply to us;
  - c. if, in our reasonable opinion, our relationship with you poses a threat to our integrity, our 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, our reputation, or the integrity or reputation of the financial sector.
- iii. if some other event occurs that qualifies as a ground for terminations have been defined as such in the Framework Agreement, these Terms and Conditions or any Annex, addendum, form and/or other supplement.
- iv. in case any of the following circumstances regarding you or your business or profession occurs:
- a. you have died, are presumed to have died, or have gone missing;
  - b. the courts appoint a guardian to care for your person or property or an application is made for a guardian to be appointed;
  - c. some or all of your assets are seized, or recourse is being otherwise sought;
  - d. you lose or acquire legal personality;
  - e. a decision is made to dissolve or wind up your business;
  - f. a decision is made to merge or demerge your business;
  - g. you move all or any part of your business or profession to another country;
  - h. you leave the country where you are established or live;
  - i. you no longer have a known place of domicile, residence or establishment;
  - j. an approval, permit, exemption or dispensation is missing, expires or is revoked or there is a breach of the terms and/or conditions attached to it
  - k. our believe that your ability to comply with this Agreement, or our ability to comply with this Agreement, or our ability to comply with our legal or prudential obligations has been affected or reduced, in each case by a change in:
    - o your business, assets, financial position or business activities; or
    - o the nature of your business;
    - o applicable law or regulation; or
    - o your classification or treatment (under such legal or prudential requirements) as a Client
  - l. You have been or have been threatened to be suspended, dismissed or expelled as a public servant or from a related position due to actual or suspected misconduct;
  - m. all or any part of the shares in your capital are transferred to another party, or there is an intention to transfer those shares or there is an intention to transfer those shares;
  - n. there has been a change (i) in control over You or (ii) your management or there is an intention to make a change. 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
  - o. there is a change in the group of natural persons or legal entities understood to be trading together whether under a mutual arrangement or understanding, shareholder agreement or other agreement or arrangement; or
  - p. there is a change to any trust or other arrangement affecting your assets. The above also applies to similar facts or circumstances recognised as such under any foreign legal system; or
- v. in case of incorrect or unlawful information or statements from you:
- a. you provide us or others with material incorrect, misleading or incomplete information;

- b. you withhold, destroy or manipulate information or do so about other facts that may cause us or any other client harm; or
  - c. you have made a material incorrect, misleading or incomplete statement in the Framework Agreement, these Terms and Conditions or any Annex, addendum, form and/or other supplement.
- c. Notwithstanding clause 8.2 b. above, in certain cases, we may apply a shorter notice period and/or remedy period or we may not notify you in advance and instead terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) with immediate effect. This could be the case if:
- i. there is a material and immediate risk, in which case we will provide you with notice as soon as practicable afterwards;
  - ii. we are not permitted to provide you with any advance notice; or
  - iii. we have good reason not to inform you. For example, if this is not appropriate for security reasons, or not permitted, or in order to prevent fraud.

### **8.3. Consequences of terminating the agreement/Online Service**

- a. If the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) is terminated, then on and from the date of termination:
  - i. you will no longer have access to the Online Services or the Information that we provide or have provided to you via those Online Services. It is your responsibility to take measures to ensure that you have saved and kept copies of all such Information, and can access the Information you need by other means; and
  - ii. where any instruction relating to the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) is given by you to us after the effective date of the termination, we are under no obligation to carry out the legally binding or other acts that we have been instructed us to carry out.
- b. The termination of the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) does not release you or us from the obligations thereunder that by their nature remain in effect.

## Section 9: What else have we agreed with you

### 9.1. Charges

- a. When this becomes applicable, we may charge you a fee for making an Online Service available to you or for your use of an Online Service. We may also charge you a fee for legally binding or other acts that you carry out via an Online Service. When applicable, these fees will be shown in the list of business banking fees published on our Website.
- b. If we will start charging a fee for an Online Service we will inform you at least 30 days before the commencement date. Notice will be provided to you in the manner set out in this Agreement
- c. If we change our fees we will inform you in writing at least 30 days before the commencement date. Notice will be provided to you in the manner set out in this Agreement.

### 9.2. Other possible costs

- a. We can also charge reasonable handling and other costs, for example for:
  - i. information requirements that we and/or you must comply with;
  - ii. the application of corrective and/or preventive measures. For example, by complying with or applying certain ISO standards;
  - iii. drawing up and reviewing deeds;
  - iv. opinions or advice from (external) experts if we need them; or
  - v. (additional) services associated with the Online Service.
- b. You also pay all reasonable costs related to collection, enforcement, termination and foreclosure including, without limitation our reasonable costs of going to court and/or call in and obtaining the advice of experts such as a lawyer or bailiff.
- c. You agree to indemnify us and hold us harmless against all loss, damage, cost, expense, claim, proceeding or liability of any kind relating to the Online Service, except to the extent it involves the fraud, negligence or wilful misconduct of Rabobank or its employees, officers, contractors, agents, appointed receivers or parties involved in the provision of the Online Service.
- d. We determine in which cases we charge these costs and how high these costs are. We will act reasonably in determining these costs.

### 9.3. Communications and notices to you

- a. You agree to Rabobank providing you with any information (whether by writing or other means) including but not limited to account statements, notices, receipts and other documents, whether or not such information is required by or under these terms and conditions, legislation, a government or regulatory body or any relevant industry rules, codes or standards that apply to you by:
  - i. sending you a message via electronic communication to your electronic (email) address or any other electronic or other address you notify to us from time to time; or
  - ii. making the information available at our Website and notifying you by electronic or other communication to your electronic or other address (or any other electronic or other address you notify us from time to time):
    - a. that the information is available for retrieval from our Website
    - b. of the nature of the information; and
    - c. providing a link to the relevant information on our Website.
- b. You acknowledge and agree:

- i. We believe any information provided by us through the RBB Platform and the Online Services to be accurate and reliable when presented. Nevertheless, we cannot and do not guarantee the validity and correctness of such information.
  - ii. you may not receive a paper copy of any of the information made available by electronic communication or via our Website under this clause;
  - iii. you will need to regularly check your electronic and other address to see if you have received any electronic communications from Rabobank;
  - iv. you will need to maintain and check your electronic equipment and your electronic address regularly to ensure it is always capable of receiving an electronic communication;
  - v. you may be charged a fee for a paper copy of information made available by electronic communication or via our Website under this clause which you request from Rabobank; and
  - vi. you will be responsible for printing or saving important information made available by electronic communication or via our Website under this clause.
- c. You agree that any information sent by electronic communication under this clause will be deemed to have been received by you on the day the relevant electronic communication is sent by us.
  - d. You may at any time by notice to Rabobank change your electronic address. If you change your electronic address, you agree that you will immediately notify Rabobank of this change.
  - e. If any information is incorrect, you must let us know immediately.

#### **9.4. Notices to us**

- a. You may send notices to us either via mail in accordance with paragraph c. below or electronically via provided email addresses on our contact page:  
<https://www.rabobank.com/support/contact>.
- b. A notice is effective as of the moment when it is received by us. Any electronic communication is deemed to have been received on the day that it is sent.
- c. For the purposes of the Agreement, we choose as our address for service our head office in your country/region. If there is no office of us available in your country/region, we choose as our address for service Croeselaan 18, 3521 CB Utrecht, The Netherlands, if not otherwise agreed upon between parties.

#### **9.5. Helpdesk**

You may contact our helpdesk via electronic mail provided at our contact page:  
<https://www.rabobank.com/support/contact>.

#### **9.6. Whom we may disclose information to**

- a. We may disclose your data and any information about the Agreement and rights arising from the agreement at any time to:
  - i. any national, foreign or international government body, if we are required to do so; and
  - ii. other Rabobank group companies in order to do our job as best as 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 information; and
    - d. to assist in maintaining a safe and reliable financial sector.
- b. We may also transfer all of your data to our legal successor.

### **9.7. Privacy: use of your personal data**

We will collect and use the personal data you provide when using the Online Service in accordance with our Privacy Policy. Our Privacy page on our Website, <https://www.rabobank.com/privacy>, contains our Privacy Policy, which tells you how we will collect, handle and use your personal data.

### **9.8. What information should you give us?**

- a. Has something changed in your situation? Or do you expect anything to change? Then you should let us know immediately if this could be important to us. For example, if you have a new address, you discontinue your business or an application has been made for your bankruptcy. Or if your permits, exemptions or dispensations change for your profession or business for which you have the account.
- b. If there is an event that creates or could create a ground for termination, you must let us know of this immediately. You must also let us know the possible consequences of that event.
- c. If we make a reasonable request for information, you are obliged to give us that information within a reasonable timeframe. You must do this in the way we request. This may include giving us documents. For example, we may ask you for this information in order to comply with legal requirements. We may also request this information from others.
- d. If you give or need to give us information, you must do so in a timely, complete and truthful manner. You must not withhold any relevant facts and circumstances. You must ensure that we can form a realistic picture of the situation.
- e. If we ask you to provide us with additional information and you fail to do so, this may have consequences for our services to you.

### **9.9. Proof of identity and customer due diligence**

- a. You must identify yourself with a valid identity document on our request. We decide how you can identify yourself. We may request this, for example, during the customer due diligence described in paragraph b. of this article.
- b. According to anti-money laundering and counter-terrorism financing regulations, we are obliged to "screen" you and – if applicable – the transactions you carry out. The law refers to this as 'customer due diligence'. If we have asked you for information that we need to meet our obligation to conduct customer due diligence, you are obliged to provide us with that information. This may include, for example, information about the origin of your assets.
- c. You must also provide us with information so that we can comply with our obligations under sanctions and tax legislation.
- d. If in our opinion there are reasonable grounds to doubt your correct compliance with this article, we may carry out further investigations, including having your records and (computer) systems examined by an independent party. You must cooperate fully with this party carrying out this customer due diligence. The costs of the customer due diligence are payable by us, unless it shows that you or a third party engaged by you has failed to meet the obligations. If that is the case, you are obliged to reimburse us for any reasonable costs of the customer due diligence.
- e. These information obligations apply in addition to other information obligations that you have towards us.

### **9.10. Publicity**

You may not mention the existence of a relationship with Rabobank or use the name or logo of Rabobank in publications (including your website) or advertisements without our prior (written) permission, unless permitted in the Product Agreement or regulations.



**9.11. Intellectual Property Rights**

- a. The RBB Platform and the Online Services are our property and we retain our Intellectual Property Rights relating to the RBB Platform and the Online Services, including any subsequent amendments.
- b. Nothing on the RBB Platform or contained in the Online Services should be construed as granting any license or right to use any such Intellectual Property Rights without our prior written consent.

**9.12. Relationship with third parties**

- a. We are authorised to make use of goods and/or services of third parties in the execution of the Agreement. We will exercise due care in selecting those third parties.
- b. At your own risk and expense, you may engage third parties for the performance of the Agreement. You must ensure that any third parties You engage are fully familiar with and bound by the obligations you are subject to under the Agreement. You must ensure that any such third party You engage meets those obligations properly, and must take legal action to demand performance of those obligations at our first request.
- c. You acknowledge that engaging the services of a third party entails risks. You must exercise due care in selecting and using any third party.
- d. At our first request, you must provide Rabobank in writing with the name and address of any third party You have engaged.

**9.13. Taxes and/or levies**

- a. In the event that you are required by law to apply a reduction on or deduction from any payment to us under the Agreement and the general or other terms and conditions declared applicable therein, you will pay us an additional amount so that we receive the same amount we would have received without the reduction or deduction.
- b. All taxes and/or levies that are due in respect of the Agreement and/or the Online Service or that may be levied in the future will be for your account.

**9.14. What happens in the event of a merger, demerger, or contract takeover**

- a. We may become involved in a merger or demerger. If that is the case, our legal successors may jointly and severally:
  - i. exercise all rights and powers as against you; and
  - ii. meet all of our obligations to you.
- b. 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 a contract takeover. You are not permitted to transfer your legal relationship with us.
- c. In the event of a contract takeover as regards this legal relationship, our legal successors may jointly and severally:
  - i. exercise all rights and powers as against you; and
  - ii. meet all of our obligations to you.
- d. By signing the agreement, you provide consent to us for a contract takeover. In the event of a contract takeover, you may terminate the Agreement or any Product Agreement in the manner set out in clause 1 of Section 5 of these Terms and Conditions. Where you are terminating due to a contract takeover, the notice period, for the purpose of that Section 5 will expire on either:
  - i. where a notice to terminate has been received by us before the contract takeover takes effect, the date on which the contract takeover takes effect
  - ii. where a notice to terminate has been received by us within 30 days after the contract takeover takes effect, the date on which the notice is received;

- iii. where a notice to terminate has been received by us more than 30 days after the contract takeover takes effect, the expiry of the 30 day notice period from the date on which the notice is received.

**9.15. Changing the Terms and Conditions and/or the Agreement**

- a. We may change, add to, or replace these Terms and Conditions by providing you with notice at least 30 days in advance. You are obliged to notify any Users of changes to the Terms and Conditions immediately. If you do not respond within these 30 days, you will be taken to have given approval to any changes. If you do not agree to a supplement, amendment and/or replacement, you must notify us of this in writing within the aforementioned 30 days and you may terminate the Framework Agreement (including these Terms and Conditions and any Annexes, addenda, forms and/or other supplements) in accordance with section 8 of these Terms and Conditions and must stop using the Online Services consequently.
- b. If any provision in the Agreement is or becomes invalid, we may replace that provision 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.
- c. We may agree with you that we may make changes to the Agreement. Such amendments will not lead to a new agreement.
- d. This clause does not limit the effect of other clauses in this Agreement.

## Section 10: Exclusion or limitation of liability and indemnity

The provisions of this section do not apply in case of fraud, wilful misconduct and/or gross negligence by us.

### 10.1. Internet and third-party software

We make no representations or warranties and we will not be liable for any losses, costs, claims or damage of whatever nature, whether direct, indirect or consequential, suffered by you regarding or due to the accuracy, functionality, performance or disruption of or errors in the internet and any related supporting services (including infrastructure (such as power supply systems), telecommunication connections (such as (mobile) telephony or (mobile) internet connections) and any hardware, tools and/or software provided by third parties or us that may be used in connection with the RBB Platform and the Online Services or the App and any other applications through which the Online Services are offered.

### 10.2. Use of Devices and Security Resources

We will not be liable for any losses, costs, claims or damage of whatever nature, whether direct, indirect or consequential, suffered by you due to any failure or malfunction of any Device or Security Resource designed and/or manufactured by any third party, that is used to get access to the RBB Platform and to make use of the Online Services.

### 10.3. Access to and use of RBB Platform and Online Services

We will not be liable for any losses, costs, claims or damage of whatever nature, whether direct, indirect or consequential, suffered by you as a result of:

- (i) the unavailability and/or inaccessibility of the RBB Platform or any Online Services due to reasons or circumstances beyond our control, including any technical, electrical, network or telecommunication failure and/or excess system demand.
- (ii) the RBB Platform and any Online Services being entirely or partly unavailable for any reason including any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations;
- (iii) acting on, failing or delaying to acting on or processing an instruction validly submitted by you;
- (iv) corrupt data being sent through the RBB Platform and/or the Online Services by you;
- (v) any act, error, omission, failure or delay by any third-party in relation to any instruction or transaction;
- (vi) (Device) virus or system failure or the failure of any machine, data processing system or transmission link;
- (vii) access by a third party (expressly, inadvertently or otherwise permitted by you) to your (privacy-sensitive) information;
- (viii) enabling you to link to a third party's website or platform, or the contents of any other website or platform, whether one from which you may have been linked or to which you may link, or any consequence of acting upon such contents of another website or platform; or
- (ix) any amendment of the RBB Platform, the Terms and Conditions, any applicable Product Terms and Conditions, the Online Services or any of our services and systems.

### 10.4. Incorrect information provided by you to us

We will not be liable for any incorrect information input by you, nor for the consequences thereof, whether financial or otherwise.

#### **10.5. Information provided by us to you**

We believe any information provided by us through the RBB Platform and the Online Services to be accurate and reliable when presented. Nevertheless, we cannot and do not guarantee the validity and correctness of such information. We will not be liable for any reliance by you on any information provided through the RBB Platform and any Online Services, as you rely on any such information at your own risk.

#### **10.6. Excluded liability**

Notwithstanding the other provisions of this section, we are in no way liable for:

- a. any indirect loss or damage (for example, profit you have lost, damages because of business stagnation or consequential loss); and
- b. any loss or damage directly arising from:
  - i. any failure by you to comply with the provisions of the Agreement, the Terms and Conditions, a Product Agreement and/or the application forms;
  - ii. measures imposed by a national, foreign or international government body;
  - iii. measures imposed by the regulatory authorities;
  - iv. labour unrest involving a third party or own staff;
  - v. international conflicts;
  - vi. violent or armed actions; or
  - vii. boycotts.

#### **10.7 Capped liability**

In case we would be liable, despite the preceding provisions of this section, then the payable amount is always limited to the total amount in fees paid to us under the agreement in the 12 months preceding the damage-causing event, less the total amount in damages that we may owe to you in connection with the agreement for that 12-month period, except in case of fraud, wilful misconduct and/or gross negligence by us.