

# *Rabo iDEAL professional terms and conditions for merchants 2023*

## 1. Definitions

1. Merchant: the party which accepts an iDEAL payment in euros from a Customer on the basis of the Agreement.
2. Rabobank: Coöperatieve Rabobank U.A., with its registered office in Amsterdam, The Netherlands.
3. Payment confirmation: an electronic confirmation from Rabobank, which complies with the Rabobank Manual, informing the Merchant that the iDEAL payment will be executed.
4. Security code: the Merchant's password combined with its user name and OTP (One Time Password) which the Merchant requires to use the Rabo iDEAL Dashboard.
5. Certificate: one or more certificates from the Merchant required to use Rabo iDEAL Professional.
6. Currence: Currence iDEAL B.V, based in Amsterdam, The Netherlands.
7. Payment request: the electronic request submitted by the Merchant to Rabobank. This request will initiate the iDEAL payment by the customer.
8. DPSP: a third party engaged by the Merchant independently for the purpose of, among other things:
  - a. using the DPSP's technical connection with Rabobank;
  - b. forwarding Payment Requests and receiving Payment Confirmations via such technical connection.
9. Manual: Rabobank's iDEAL Manual(s) applicable to Rabo iDEAL Professional, including any documents superseding those manuals as specified by Rabobank.
10. iDEAL access token: a token provided by Rabobank to the Merchant required for an iDEAL payment because it can be used to determine whether the Merchant is authorised to initiate an iDEAL payment.
11. iDEAL payment: a payment in euros made by a Customer to the Merchant using iDEAL.
12. iDEAL Hub: a hub operated by Currence and used by Merchants to enable their Customers to pay by iDEAL and use iDEAL VAS. More information about the Hub can be found in the Manual.
13. iDEAL Value Added Services ("iDEAL VAS"): additional services offered by Rabobank.
14. Issuer: the Customer's bank, through which the Customer can make iDEAL payments.
15. Customer: the party making an iDEAL payment.
16. Rabo iDEAL Professional: Rabobank's product based on iDEAL standards allowing the Merchant to accept iDEAL payments from Customers and/or use iDEAL VAS.
17. Rabo iDEAL Dashboard: [ideal.rabobank.nl](https://ideal.rabobank.nl), including any web pages replacing such website as specified by Rabobank, through which Rabobank provides the Merchant with information, setting options, and other functions related to Rabo iDEAL Professional.
18. Agreement: the agreement regarding Rabo iDEAL Professional between Rabobank and the Merchant in which these Terms and Conditions and the Manual have been declared applicable.
19. Account: the corporate current account with Rabobank as specified in the Agreement to which iDEAL payments are credited.
20. Site: [Rabobank.nl](https://www.rabobank.nl) and/or any subpages of the Site, including any webpages replacing same as specified by Rabobank.
21. Transaction: the agreement between a Customer and the Merchant pursuant to which the Customer meets its payment obligations by making an iDEAL payment.
22. Website: the Merchant's website(s) as specified in the Agreement and any website of the Merchant subsequently accepted by Rabobank in writing.

## 2. Term of the Agreement

1. The Agreement will be entered into for an indefinite period of time.  
The Merchant and Rabobank are both entitled to terminate the Agreement at a minimum of 30 days' written notice.
2. Rabobank may terminate the Agreement with immediate effect, without any notice of default or other formality being required, and without liability for damages or having to refund any fees paid by the Merchant:
  - if the Merchant fails to perform any of its obligations arising from the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional;
  - on the date when the (agreement regarding the) Account with Rabobank ends;
  - if the Merchant is declared bankrupt or granted a suspension of payments or an application for its bankruptcy or a suspension of payments is made, if a guardian is appointed by the courts to care for the Merchant's person or property, and/or if the Merchant dies;
  - if all or any part of the Merchant's assets are attached or an administrator is appointed to manage all or any part of its assets;
  - if the Merchant becomes subject to a statutory debt restructuring scheme;

- if all or a substantial part of the Merchant's business is discontinued, wound up, and/or transferred;
  - if the Merchant, being a legal entity, is dissolved or involved in a merger or demerger;
  - if, in Rabobank's opinion, the relationship between Rabobank and the Merchant or the use of Rabo iDEAL Professional by the Merchant harms or may harm the reputation of Rabobank, Currence and/or the image of Rabo iDEAL Professional and/or the iDEAL scheme, or poses a threat to the integrity of the financial sector;
  - or if any similar (legally relevant) facts or circumstances arise under foreign or international law.
3. Termination of the Agreement will not release Parties from their obligations under the Agreement which, by their nature, will survive such termination, including without limitation Clauses 12 to 15, 20 to 25, 27, 29, and 30.

### 3. Rabo iDEAL Professional

Details of the features of Rabo iDEAL Professional are available on the Site.

Rabobank may amend the features of Rabo iDEAL Professional at any time and will notify the Merchant of any such changes or enable the Merchant to take note of such changes through the Site.

### 4. iDEAL VAS

1. The Merchant may -as part of the Agreement- use the iDEAL VAS offered by Rabobank. Rabobank offers the following iDEAL VAS:

- iDEAL Checkout ("Snel Bestellen")
- iDEAL User Token

The Manual describes what these iDEAL VAS entail and their features. It also specifies the conditions subject to which and the purpose for which the Merchant may use those services and how. The Manual also explains how to use the iDEAL VAS for the first time and what the costs are.

2. If Rabobank intends to offer new iDEAL VAS, Rabobank will so inform the Merchant and include further information about the new iDEAL VAS in the Manual.

### 5. Use of Rabo iDEAL Professional - General

1. During the term of the Agreement, the Merchant may use Rabo iDEAL Professional only to accept iDEAL payments via the Website(s) and/or use iDEAL VAS for the Merchant's activities on/via such Website as described in the Agreement.

The Merchant is not permitted to use Rabo iDEAL Professional for any other website and/or other activities unless with Rabobank's prior written consent.

2. The Merchant warrants that it will not use Rabo iDEAL Professional via Websites, for Transactions and/or for goods or services:
- a. if the Merchant knows or suspects that fraud, inappropriate use of Rabo iDEAL Professional, or any other unlawful and/or criminal act has been or may have been committed by the Customer, to the detriment of the Customer, or otherwise;
  - b. which are in violation of mandatory Dutch or foreign laws or regulations (including without limitation sanction laws and/or regulations);
  - c. the existence, operation, trading, possession, or use of which constitutes a criminal offence in the Netherlands or abroad;
  - d. which infringe the rights of third parties;
  - e. which are or may be unlawful in the Netherlands or abroad on any other grounds;
  - f. if such use harms or may harm the reputation of Rabobank, any Rabobank group company, and/or the image of Rabo iDEAL Professional;
  - g. if such use causes any inconvenience to Customers or to the financial institutions to which Customers submit their iDEAL payment orders;
  - h. if such use causes the Merchant to act in violation of the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional. In the situation referred to under a., the Merchant must notify Rabobank without delay in accordance with the Manual, and follow Rabobank's instructions.

3. The Merchant must not use Rabo iDEAL Professional merely to check the availability of the iDEAL Hub.
4. Rabobank may, without any notice of default or other formality being required, and without liability for damages, suspend performance of all or any part of its obligations under the Agreement, including without limitation enabling the Merchant to use Rabo iDEAL Professional, with immediate effect if and for as long as the Merchant, in Rabobank's opinion, fails to comply with the provisions set out in the preceding paragraphs or if there is a difference of opinion in this regard between the Merchant and Rabobank or between the Merchant and a third party.  
Rabobank's right to suspend will not affect any of its other rights, including its right to claim damages and/or dissolve or terminate the Agreement.
5. If any sanctions (domestic and/or international) are in place, the iDEAL payment may be suspended and/or cancelled.
6. The Rabobank Manual describes the requirements with regard to the place(s) where and way(s) in which the Merchant must present the Rabo iDEAL Professional service on the Website.  
The Merchant must in no event assign it a subordinate place compared to other payment methods, for example through its positioning on the Website, presentation size, degree of user-friendliness, or any implicit or explicit recommendations.
7. The Merchant must, as a minimum, take all reasonable measures in accordance with market practices to prevent or detect any fraud involving Rabo iDEAL Professional, and minimise any loss or harm arising from such fraud. The Merchant must report any (attempted) fraud involving Rabo iDEAL Professional to Rabobank without delay in accordance with the Manual.
8. The Merchant may initiate an iDEAL payment by submitting a Payment Request to Rabobank in accordance with the Manual. Rabobank will not be obliged to accept a Payment Request if the Payment Request and/or the manner in which it is submitted does not comply with the provisions in the Manual.
9. The Merchant must check the Site regularly, but at least once every 14 days, for new information about Rabo iDEAL Professional, including without limitation information about any proposed changes to its features (Article 3), limits (Article 5.12), any necessary goods or services (Article 7), the Manual (Article 12), or the fees (Article 16.1). The Merchant must follow any and all instructions on the Site.
10. Having received a Payment Confirmation, the Merchant is not permitted to postpone, suspend, or otherwise thwart execution of the Transaction on the grounds that the Customer has not (yet) paid the Merchant.
11. Rabobank will make commercially responsible efforts to enable the Merchant to accept Rabo iDEAL Professional 24 hours a day, 7 days a week.  
Rabobank may fully or partially restrict and/or suspend acceptance of Rabo iDEAL Professional by the Merchant, including in the event of malfunctions, maintenance work, or security incidents. Where possible, Rabobank will enable the Merchant to take note in advance of any such suspension (or intention to suspend) through the Site or by any other means, unless Rabobank considers this to be inadvisable, for example for reasons of fraud prevention or detection or to protect the interests of third parties.
12. Rabobank may impose limits on the Merchant's acceptance of iDEAL payments, including limits on the number of iDEAL payments accepted by the Merchant in any period or the total amount of iDEAL payments received by the Acceptor in any period. Rabobank may impose or change such limits at any time and will notify the Merchant of any such limits or changes, or enable the Merchant to take note of same through the Site.
13. Except as expressly provided otherwise in these Terms and Conditions or the Rabobank Manual, the Merchant is not permitted to disclose its relationship with Rabobank or use the (brand) name or logo/figurative mark of Rabobank or iDEAL in any publication (including the Website) or advertising statement without Rabobank's prior written consent.
14. Rabobank and Currence, amongst other parties, are the owners of the intellectual property rights (including without limitation trademarks, copyrights and patent rights) in the (brand) names and logos/figurative marks of Rabobank and iDEAL and in the technology, documentation and methods used by Rabobank and/or made available by Rabobank to the Merchant for purposes of performing the Agreement.  
Except as required for performance of the Agreement or permitted under these Terms and Conditions, the Merchant is not permitted to use, reproduce/copy, alter, publish or make available to third parties (on any legal basis whatsoever) the (brand) names and logos/figurative marks of Rabobank and iDEAL, or the technology, documentation and methods used by Rabobank and/or made available by Rabobank to the Merchant for purposes of performing the Agreement.

15. The Merchant undertakes towards Rabobank and Rabobank stipulates for the benefit of each Customer paying via Rabo iDEAL Professional that the Merchant will use the Customer's data received by the Merchant within the framework of executing the iDEAL payment and using iDEAL VAS only for its own administrative processing of the iDEAL payment and/or iDEAL VAS and in accordance with its legal data protection obligations, unless the Merchant is permitted to use such data for another purpose, given its legal data protection obligations.

The Merchant agrees to comply with Articles 13 and 14 of the General Data Protection Regulation (GDPR) and to inform the Customer about the aspects of the Merchant's use of the Customer's data referred to in those articles. And about the rights which the Customer may exercise under the GDPR. The Merchant will refer the Customer to [rabobank.nl/privacy](https://www.rabobank.nl/privacy) if the Customer has any questions about Rabobank's role in the processing of personal data as part of Rabo iDEAL Professional.

16. If, in Rabobank's opinion, there are reasonable grounds to doubt that the Merchant or a third party engaged by the Merchant has properly complied with their obligations arising from the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made by the Merchant and Rabobank for purposes of Rabo iDEAL Professional, the Merchant will grant Rabobank the right to have the Merchant's accounts and records and (computer) systems audited by a third party. The Merchant will cooperate fully in such audit. The costs of the audit are payable by Rabobank, unless the audit shows that the Merchant or the third party engaged by the Merchant has failed to comply with the obligations described in this article. If that is the case, the Merchant must reimburse Rabobank for reasonable audit costs.

## 6. Security requirements

1. The Merchant must put in place appropriate technical and organisational security measures, including in its IT infrastructure, as described in the Manual, with regard to Customer data (including sensitive payment details) received by the Merchant as part of Rabo iDEAL Professional. This is to prevent any problems and/or irregularities from arising, such as unauthorised use, (payment security) incidents, or data breaches within the meaning of applicable privacy laws and/or regulations.
2. The Merchant must notify Rabobank of any such problems and/or irregularities regarding data received as part of Rabo iDEAL Professional without delay in accordance with the Manual. Such problems and/or irregularities include suspected or actual unauthorised use, (payment security) incidents, and data breaches within the meaning of applicable privacy laws and/or regulations.
3. In the event of any problems and/or irregularities, such as suspected or actual unauthorised use, (payment security) incidents, or data breaches within the meaning of applicable privacy laws and/or regulations, Rabobank may request information from the Merchant, for example if Currence so requires in the event of suspected or actual unauthorised use of iDEAL or the iDEAL scheme. For example, information about sensitive payment details, such as transaction ID, date, and time. The Merchant must ensure that such data is properly traceable. In the event of any problems and/or irregularities, such as suspected or actual unauthorised use, (payment security) incidents, or data breaches within the meaning of applicable privacy laws and/or regulations, the Merchant must cooperate with Rabobank and the regulatory and/or other authorities.

## 7. Use of Rabo iDEAL Professional - Technical

The Merchant must, at its own risk and expense, ensure that the goods and (telecommunication) services necessary to accept iDEAL payments and iDEAL VAS are available without interruption and in proper working order and enjoy an appropriate level of security, as described on the Site and/or in the Manual.

Rabobank may change the specifications for such goods and/or (telecommunication) services and will notify the Merchant of any such changes, or enable the Merchant to take note of such changes via the Site.

## 8. Rabo iDEAL Professional - Technical connection

The Merchant will connect the Website and computer system to be used for Rabo iDEAL Professional to the Rabo iDEAL Professional service, and keep same so connected, and make and keep same suitable for Rabo iDEAL Professional at its own risk and expense and in accordance with the Rabobank Manual.

The Merchant will not be able to accept iDEAL payments or iDEAL VAS until after it has ascertained and notified Rabobank in accordance with the Manual that the Website and computer system are properly connected to and suitable for Rabo iDEAL Professional.

## 9. Connecting to Rabo iDEAL Professional via DPSP

1. The Merchant may also, at its own risk and expense, engage the services of a DPSP and connect and remain connected to Rabo iDEAL Professional via the DPSP in accordance with the Manual. In such case, the Merchant will use the DPSP's connection to Rabo iDEAL Professional for, among other things, sending Payment Requests and receiving Payment Confirmations.  
The provisions regarding third parties as set out in Article 20.4 also apply to the DPSP.
2. The Manual includes additional requirements for the DPSP and the services provided by the DPSP on the Merchant's instructions in connection with Rabo iDEAL Professional.

## 10. Connecting directly to the iDEAL Hub

1. If available and possible, the Merchant may connect directly to the iDEAL Hub after receiving approval from Rabobank. In such case, the Merchant must meet the relevant requirements set out in the Manual. For example, the Merchant must ensure that the iDEAL Access Token is not shared with third parties, except as necessary to maintain a technical connection with the iDEAL Hub for iDEAL payments, Rabobank has granted prior approval, and the iDEAL Access Token is properly secured and treated confidentially.  
The Merchant must also ensure that the iDEAL Payment is traceable from start to finish within the Merchant's IT structure in accordance with the iDEAL API specifications.
2. If there is a suspicion that Rabo iDEAL Professional is used inappropriately under the Agreement, Rabobank may immediately suspend or terminate the Merchant's access to the iDEAL Hub fully or partially.
3. Currence will be responsible for operating and managing the Hub. Currence may fully or partially suspend the Merchant's access to the iDEAL Hub in the event of a technical emergency relating to IDEAL or the IDEAL system or the parties taking part in the iDEAL scheme.

## 11. Rabo iDEAL Professional - Certificate

1. The Merchant will create and share with Rabobank the Certificate necessary for using Rabo iDEAL Professional in accordance with the Rabobank Manual. The Certificate must, as a minimum, meet the requirements set out in the Manual.
2. The Merchant will be irrevocably and unconditionally bound by, and responsible for, all juristic and other acts performed using the Certificate. The Merchant will bear the risk of unauthorised use of the Certificate.
3. The Merchant must ensure that the Certificate remains confidential, is used and stored safely, and is only known and accessible to those authorised to use it to perform juristic and other acts on the Merchant's behalf. In this regard, the Merchant will carefully comply with the Manual as a minimum.
4. The Merchant must ensure that the Certificate is used exclusively for Rabo iDEAL Professional.
5. The Merchant must take all such measures as to render unauthorised disclosure or unauthorised use impossible. The Merchant must keep all information regarding the security aspects of Rabo iDEAL Professional confidential. The Merchant must continually and accurately check that the Certificate is used only by persons authorised to do so and kept safe in accordance with its instructions.
6. The Merchant must immediately check the accuracy of each notification from Rabobank to the Customer regarding use of the Certificate. If, in the Merchant's opinion, such notification from Rabobank contains any inaccuracies, the Merchant must immediately so notify Rabobank in accordance with the Manual.
7. In accordance with the Manual, the Merchant must immediately ask Rabobank to block the Certificate if 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 in violation of the Merchant's instructions.Rabobank will block the option for the Merchant to perform juristic or other acts using the Certificate as soon as reasonably possible after the Merchant has requested Rabobank to do so in accordance with the above provisions.
8. At Rabobank's request, the Merchant will then use a replacement Certificate. The Merchant will bear the risk of damage to and/or loss of the Certificate, including the costs of replacement.

## 12. Manual

1. The Rabobank Manual applies to the use of Rabo iDEAL Professional. It forms an integral part of the Agreement. The Manual is available on the Site or will be communicated or made available to the Merchant by Rabobank by any other means.  
The Merchant must comply with the Manual.  
The Merchant is not permitted to use Rabo iDEAL Professional if it does not comply with the Manual.
2. Rabobank may amend the Manual with immediate effect and will notify the Merchant of any such changes or enable the Merchant to take note of such changes through the Site.

## 13. Crediting of iDEAL payments

1. The Merchant must check the status of an iDEAL payment before delivering its service/product. If it fails to do so, the Merchant bears the risk of the status not being "successful" and the Merchant not receiving the amount of the iDEAL payment.
2. If Rabobank has provided Payment Confirmation for an iDEAL payment, Rabobank will credit the amount of the iDEAL payment to the Account. The Manual explains how the Merchant can download or access the Payment Confirmation. Crediting normally takes place within 1 or 2 working days of the date of the Payment Confirmation.
3. By way of derogation from Article 13.2, Rabobank will not owe the Merchant the amount of an iDEAL payment:
  - if, in Rabobank's opinion, there have been or may have been irregularities or fraud; or
  - if, in Rabobank's opinion, there has been an unintentional double iDEAL payment or any error in the iDEAL payment due to a malfunction; or
  - for as long as the Merchant, in Rabobank's opinion, fails to meet its obligations under the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional, or if there is a difference of opinion between the Merchant and Rabobank on the issue.Rabobank may suspend crediting the iDEAL payment during Rabobank's investigation into the above circumstances.
4. The Merchant will as soon as possible, but no later than 1 month after the date of issue of the Payment Confirmation by Rabobank, check whether the iDEAL payments have been credited to the Account. If the Merchant believes that an iDEAL payment has not been credited to the Account, or not fully so or in a timely fashion, the Merchant will so notify Rabobank as soon as possible in accordance with the Manual, but no later than 2 months after the date of issue of the Payment Confirmation by Rabobank. Rabobank need not address any such complaint from the Merchant after expiry of the period specified in the previous sentence. Rabobank may charge the Merchant costs if it decides to deal with a complaint received after said 2-month period. The periods specified in this article deviate from those in the General Banking Conditions.
5. The Merchant warrants that it will have the correct account specified in the Agreement as the Account. If the Merchant wishes to designate another account to replace the Account, the Merchant and Rabobank must enter into a new agreement for that purpose and the Agreement will be terminated.

## 14. iDEAL refund

1. The Merchant must immediately refund the amount of an iDEAL payment to Rabobank if Rabobank has credited such amount to the Merchant's Account and any of the situations as described in Article 13.3 occur.
2. At Rabobank's first request, the Merchant must provide such security over property (pledge and/or mortgage) and/or any other type of security as Rabobank may consider appropriate for refunds as referred to in Article 14.1.

## 15. iDEAL Dashboard - Security code

1. The Rabo iDEAL Dashboard forms part of Rabo iDEAL Professional. The features and functions of Rabo iDEAL Professional are described in the Manual. Rabobank may change the features and/or functions of the Rabo iDEAL Dashboard at any time and will notify the Merchant of any such changes, or enable the Merchant to take note of such changes through the Rabo iDEAL Dashboard, the Site or by any other means.
2. The Merchant must apply for and/or change the Security Code necessary to use the Rabo iDEAL Dashboard in accordance with the Manual.
3. The Merchant will be irrevocably and unconditionally bound by all juristic and other acts performed in the Rabo iDEAL Dashboard. The Merchant will bear the risk of unauthorised use of the user name and/or Security Code.
4. Articles 11.3 to 11.8 regarding the Certificates apply mutatis mutandis to the Security Code.

## 16. Fees

1. Rabobank may change (the amount of) its fees for Rabo iDEAL Professional, and the calculation and settlement periods and methods for such fees, or charge new fees. Rabobank will notify the Merchant of any such changes to its fees or to the calculation and settlement periods or methods for such fees, or of the introduction of any new fees, or enable the Merchant to take note of such changes or new fees through the Site or by any other means, at least 30 days before the effective date of such changes or new fees.
2. The Merchant is not permitted to offset any amount it owes to Rabobank against any amount owed it by Rabobank.

## 17. Merchant's and Customer's details

1. The Merchant warrants that the information it provides to Rabobank is correct and complete. The Merchant must immediately notify Rabobank of any changes to those details in accordance with the Manual.
2. Rabobank may disclose the Merchant's details and the information about the Merchant's use of Rabo iDEAL Professional received from the Merchant and/or collected or compiled by Rabobank to any third party directly or indirectly involved in Rabo iDEAL Professional if Rabobank considers this to be necessary or advisable.
3. Rabobank will only provide the Merchant with Customer data as received from Currence. Rabobank will not check such data or guarantee their accuracy or completeness.

## 18. Merchant's complaints procedure

1. The Merchant must have an effective complaints procedure in place for its Customers and ensure easy access by email, or by any other direct means of contacting, such telephone, chatbox or otherwise.
2. Information about the complaints procedure must be transparent and be available in an easy-to-find place.

## 19. Communication

1. Rabobank must include in the Manual its address and contact details to be used by the Merchant for sending notifications to Rabobank regarding the Agreement. The Merchant must comply with the Manual in this regard. Rabobank may change its address and contact details and will notify the Merchant of any such changes or enable the Merchant to take note of the changes through the Site or by any other means.
2. The Merchant's address and contact details, including its email addresses, which Rabobank may use to send notifications to the Merchant in connection with the Agreement must be available in the Rabo iDEAL Dashboard. The Merchant may change those details and will notify Rabobank of any such changes in a timely fashion and in accordance with the Manual before the change comes into effect.
3. The Merchant must ensure that any email sent by Rabobank to an email address shown in the Rabo iDEAL Dashboard will always reach the Merchant's relevant employee(s) in a timely fashion and be dealt with by the Merchant properly and in a timely fashion. If the Merchant comprises multiple natural persons or legal entities, Rabobank may assume that if one of them sends Rabobank any message, they do so on behalf of each such other person or entity. Furthermore, each such person or entity will be authorised to acknowledge the accuracy of information provided by Rabobank and/or to receive communications from Rabobank. Rabobank need only notify and/or send documents to one such person or entity.
4. If the Merchant contacts Rabobank, it must do so in accordance with the Manual.

## 20. Relationships with third parties

1. Rabobank will not be a party to the Transaction. Rabobank will not be liable to the Merchant for any juristic or other acts performed by Customers. The Merchant must indemnify Rabobank against any and all claims by the Merchant's Customers and/or suppliers related to a Transaction or the use of Rabo iDEAL Professional by the Merchant. The Merchant must also compensate Rabobank for any loss or harm sustained by Rabobank as a result of any such claims. The Merchant will not hold any Issuer liable for loss or harm sustained by the Merchant in connection with Rabo iDEAL Professional. The Merchant accepts this obligation as against Rabobank and Rabobank imposes this obligation for the benefit of each Issuer, except in the event of an intentional act or omission, gross negligence, or consistent deviation from the iDEAL Rules & Regulations, including without limitation the iDEAL API specifications (as included in the Manual), on the part of the Issuer.



2. The Merchant must ensure that Transactions are entered into properly and in compliance with applicable laws and regulations, and that it properly performs its obligations to Customers under any Transaction. The Merchant will resolve any disputes with a Customer in connection with a Transaction in a reasonable manner and at its own risk and expense.
3. Rabobank may engage the services of any third party for the purpose of performing the Agreement. Rabobank will exercise due care in selecting such third parties.
4. The Merchant may, at its own risk and expense, engage the services of any third party for the purpose of performing the Agreement. The Merchant must ensure that such third party engaged by the Merchant is fully familiar with and bound by the Merchant's and/or third party's obligations arising from the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional, including complying with laws and regulations regarding, for example, data protection, and meeting the security requirements as specified in Article 6 of these Terms and Conditions. The Merchant must ensure that such third party properly performs such obligations, and must take legal action to demand performance of such obligations at Rabobank's first request. Even after engaging the services of a third party, the Merchant will remain responsible to Rabobank at all times for the full and proper performance of its obligations under the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional. The Merchant recognises that engaging the services of a third party will carry risks. The Merchant will exercise due care in selecting such third parties.

## 21. Authority to represent the Merchant

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

- a. Each direct or indirect (executive/non-executive) director, managing or other partner and/or Merchant will be considered to have a continuous and unlimited power of attorney, with the right of substitution, from such legal entity or from each such direct or indirect director, managing or other partner and/or Merchant under Dutch law, in order to independently perform any and all juristic or other acts, including without limitation acts of disposition, on behalf of the Merchant/each such Merchant for the purpose of performing or relating to the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional. Such power of attorney does not end upon the grantor's death or if the courts appoint a guardian to care for the grantor's person or property. Such power of attorney also means, without limitation, that such direct or indirect (executive/non-executive) director, managing or other partner and/or the Merchant may perform such juristic and other acts by means of an electronic service which they have purchased (personally) from Rabobank. In those cases as well, the direct or indirect (executive/non-executive) director, managing or other partner and/or the Merchant will be considered to be acting in their capacity as an attorney-in-fact. Rabobank will in no event be obliged to do business with an attorney-in-fact (or anyone substituting for them). Termination of a power of attorney may be held against Rabobank only after Rabobank has received written notice of such termination. Any instructions issued to Rabobank by a former attorney-in-fact, as referred to in this article, before or shortly after Rabobank receives such notice of termination/revocation may be carried out or continue to be carried out by Rabobank in a legally valid manner if Rabobank cannot reasonably prevent those instructions from being carried out.
- b. If and as long as a director or managing or other partner and/or attorney-in-fact is not identified and verified as such, Rabobank need not carry out any juristic or other acts, including acts of disposition, for such director, managing or other partner, and/or attorney-in-fact.

## 22. Liability

1. Without restricting the generality of the other provisions regarding liability as set out in these Terms of Conditions or the General Banking Conditions, and unless such loss or harm arises directly from an intentional act or omission or gross negligence on its part, Rabobank will not be liable for any loss or harm directly or indirectly arising from:
  - failure by the Merchant to comply with the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional;
  - international conflicts;
  - violent or armed actions;
  - measures taken by a domestic, foreign, or an international government agency;
  - measures taken by a regulatory authority;
  - boycotts;
  - labour unrest involving a third party or its own staff;
  - interruptions to or suspensions of the power supply, telecommunication services or connections, or the hardware or software used by Rabobank or a third party engaged by Rabobank; or
  - failure by a third party to perform the Agreement, if Rabobank proves that it exercised due care in selecting such third party.
2. Rabobank will in no event be liable for any indirect loss or harm, including without limitation lost profits, losses arising from business stagnation, or consequential damages.
3. Moreover, Rabobank's liability will be limited to no more than the total amount in fees paid to Rabobank under the Agreement in the 12 months preceding the harmful event, less the total amount in damages which Rabobank may already owe the Merchant in connection with the Agreement for that 12-month period.

## 23. Proof

The records regarding performance of the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional, including the use of Security Codes and Certificates, kept by Rabobank or by a third party engaged by Rabobank will constitute conclusive evidence as against the Merchant, unless the Merchant provides any evidence to the contrary.

## 24. Merchant's terms and conditions, governing law, competent court

1. The Merchant's terms and conditions do not apply to the Agreement.
2. The Agreement is governed exclusively by Dutch law.  
Any disputes between parties regarding the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional, must be submitted exclusively to the Dutch courts.

## 25. Amendments

Rabobank may supplement, amend, and/or replace these Terms and Conditions at any time. Rabobank will notify the Merchant of any such addition, amendment or replacement, or enable the Merchant to take note of same through the Site or by any other means, at least 30 days before the addition, amendment or replacement takes effect.

If the Merchant does not accept the addition, amendment and/or replacement, the Merchant must so notify Rabobank in writing, giving notice to terminate the Agreement, within the 30-day period stated.

## 26. Taxes

If a Merchant is required by law to apply a reduction or deduction to any payment owed to Rabobank under the Agreement, the Merchant must pay Rabobank an additional amount so that Rabobank receives the same amount it would have received without the reduction or deduction. The Merchant is liable for all current or future taxes and/or levies payable in connection with the Agreement.

## 27. Costs

All costs to which the Agreement may give rise, including any judicial or extrajudicial debt collection costs incurred by Rabobank, will be payable by the Merchant. Such extrajudicial costs are set at ten percent (10%) of the debt to be collected, subject to a minimum of five hundred euros (EUR 500). To the extent that Rabobank proves that the extrajudicial costs incurred exceed ten percent (10%) of the debt to be collected, the extrajudicial costs incurred will be fully payable by the Merchant.

## **28. Irregularities**

If any irregularities occur, threaten to occur, or have occurred in connection with (performance of) the Agreement, these Terms and Conditions, the Manual, and/or any other arrangements made between the Merchant and Rabobank for purposes of Rabo iDEAL Professional, the Merchant must, at Rabobank's request, do or omit to do anything which Rabobank reasonably considers to be necessary in connection with such (threatened) irregularities.

## **29. Merger/demerger/transfer**

1. If Rabobank is involved in a legal merger or demerger, Rabobank's legal successor(s) can exercise and perform all of Rabobank's powers, rights and obligations independently on the basis of joint and several liability.
2. Rabobank may transfer all or any part of its rights under the Agreement and/or its legal relationship(s) with the Merchant, including any ancillary rights, to a third party. By signing the Agreement, the Merchant grants Rabobank permission for any such transfer.
3. In the event of a merger, demerger or transfer, any reference to 'Rabobank' in these Terms and Conditions or the Agreement must be understood to (also) include Rabobank's legal successor(s).

## **30. Partial nullity and voidability**

If any of the provisions in these Terms and Conditions or the Agreement are void or voidable, this will not lead to these Terms and Conditions or the Agreement or any other provision becoming void or voidable.