



Framework Agreement for Online Services

Framework Agreement for Online Services

The Customer

hereinafter (both jointly and each individually) referred to as the “Customer” or “you”,

and

Bank

Coöperatieve Rabobank U.A. (including its local branches and/or representative offices and/or affiliates), a cooperative with excluded liability (*coöperatie met uitsluiting van aansprakelijkheid*) incorporated under the laws of The Netherlands and having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands (commercial register number: 30046259) and with its registered office at Croeselaan 18, 3521 CB Utrecht, The Netherlands, hereinafter referred to as “Rabobank” or “we”, “us” and “our”,

have agreed as follows:

Acceptance of the terms of this Framework Agreement for Online Services (the “Framework Agreement”), along with the current General Terms and Conditions for Online Services (the “Terms and Conditions”) and any Annexes, addenda and/or other supplements (as they may be amended, varied or replaced from time to time), constitutes a legally binding contract between you and us.

We will determine, as set out in this Framework Agreement and the [Terms and Conditions](#), which Online Services you may use and how you will make arrangements about Online Services with us.

Arrangements about the Online Services described in this Framework Agreement are included in the Terms and Conditions, the relevant Product Agreement(s) and/or Product Terms and Conditions for Online Services, or will be made by any other means between you and us, if necessary.

If a specific Product Agreement and/or specific Product Terms and Conditions apply to an Online Service, the Product Agreement and/or Product Terms and Conditions will prevail in the event of discrepancies between provisions in those documents and provisions in this Framework Agreement or the Terms and Conditions.

For some Online Services, we may make specific arrangements about the options and setup of those Online Services and (the authorisations of) the Users, for example via application forms or an addendum to this Framework Agreement.

Capitalised terms in this agreement

Capitalised terms in this agreement shall have the same meaning as defined in the Terms and Conditions.

1. Authorisations within the online services

You have exclusive authority to designate the persons who may use the Online Services on your behalf. You are, and will remain, responsible for all actions performed by such Users via the Online Services.

There are various standardised authorisation levels setting out the acts, matters or things which a User with that authorisation level is permitted to do. When doing those acts, matters or things, that User will be taken to be doing so on your behalf and those acts, matters or things will be binding on you as a result.

Clause 5.2 of the [Terms and Conditions](#) explains how the various authorisation levels are incorporated in the Online Services and how they can be amended or withdrawn. In addition, each Product Agreement and/or Product Terms and Conditions may contain deviating provisions on authorisations and authorisation levels overriding the terms of this Framework Agreement and the Terms and Conditions.

Rabobank may notify you from time to time of changes in existing authorisation levels or the introduction of new authorisation levels. You can find more information about the various authorisation levels on the Website. The current status of the authorisations and authorisation levels applicable to the Online Services provided to you can be obtained from your contact at Rabobank.

2. Access to Online Services

You and each User need a Security Resource in order to be able to use the Online Services. We determine which Security Resources are available and which ones may be used for a particular Online Service. The Security Resources will be provided to you by us.

3. Products and services

We determine which products and services you (and/or a User) may use via a particular Online Service. These can also be third-party products and/or services, which are provided separately from the Online Services and are governed by separate agreements and terms and conditions. We may make changes to the products and services you (and/or a User) may use, which will be notified to you as required under the Terms and Conditions.

4. Restrictions/limits

Rabobank may set or modify restrictions or limits for each Online Service or Security Resource. The limits and restrictions applicable are specified on the Website.

5. Costs

In accordance with Clause 9.1 and 9.2 of the [Terms and Conditions](#) we may charge you fees and costs as agreed with you.

At this moment we do not charge any fees for the use of the Online Services. This may change in the future. We may start charging fees or, if and when fees are charged in the future, change the fees at any time. We may also change the way in which we charge the fees.

If you do not agree with a proposed introduction of or change in fees, you may terminate this Framework Agreement (including any Terms and Conditions and any Annexes, addenda, forms and/or other supplements) subject to the provisions in Section 8 in the [Terms and Conditions](#), whereby you are subject to a notice period as mentioned in Clause 8.1.b. of the [Terms and Conditions](#).

We will debit these fees from your account or will charge them with any other means which have been nominated by you.

6. Choice of law and competent court

This Framework Agreement, the Terms and Conditions and (the use of) all current and future Online Services are governed by the law of the Relevant State/Country (as defined below). Both parties hereby irrevocably submit to the exclusive jurisdiction of the courts in the Relevant State/Country (as defined below) in respect of any dispute arising out of the Agreement, the Terms and Conditions and/or the (use of the) Online Services.

Relevant State/Province/Country	
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7. Terms and conditions

The Terms and Conditions and any applicable Annexes form an integral part of this Agreement.

Signatures

You declare that you accept this Framework Agreement and that you have received the Terms and Conditions accompanying this Framework Agreement, and that you have read and accepted them.

You agree that we may also issue notices, provide Information, send documents and make the Terms and Conditions, any Product Agreement, any Product Terms and Conditions and any Annexes and/or appendices (as amended) available by online means only.

The Customer

Company name	
Signatory name	
Date of signing	
Signature	<hr/>

The Customer

Company name	
Signatory name	
Date of signing	
Signature	<hr/>