

Rabobank General Terms  
and Conditions for  
(Business) Euro Direct  
Debits 2018



**Rabobank**

# Rabobank General Terms and Conditions for (Business) Euro Direct Debits 2018

## 1. Definitions

General Terms and Conditions:	these Rabobank General Terms and Conditions for (Business) Euro Direct Debits 2018
Rabobank:	Coöperatieve Rabobank U.A., having its registered office in Amsterdam, the Netherlands
Debtor:	the party that has issued a Mandate
Creditor:	the party (or parties) that has (have) entered into a Euro direct debit contract with Rabobank
Euro Direct Debit Scheme:	the SEPA Direct Debit Core Scheme as set out in the SEPA Core Direct Debit Scheme Rulebook, as applicable at any time and as managed by the European Payments Council (EPC)
Batch:	Euro direct debit payment requests from the Creditor that have the same execution date and which are sent in a batch in accordance with the Manual
Euro direct debit payment request:	a request from the Creditor to Rabobank to collect a payment from the bank account of a Debtor
Mandate:	a mandate issued by a Debtor to the Creditor authorising the Creditor to submit a Euro direct debit payment request to Rabobank
Brands:	the Rabobank, EPC, Euro Direct Debit and/or Rabo Digital Direct Debit service logos, house style and design features and any other references or labels perceived by the public as referring to Rabobank, EPC, the Euro Direct Debit and/or the Rabobank Digital Direct Debit service.
Rabobank Euro direct debit contract:	the Rabobank Euro direct debit contract made between Rabobank and the Creditor and governed by these General Terms and Conditions
Switching service:	the interbank Switching Service operated by the Dutch Banking Association [Nederlandse Vereniging van Banken]
Rabobank Euro Direct Debit service:	the Rabobank payment service for Creditors based on the Euro Direct Debit Scheme
Account:	the Creditor's account specified in the Rabobank Euro direct debit contract
Execution Date:	the date scheduled by the Creditor for the Euro direct debit payment request to be carried out, as specified in the Euro direct debit payment request
Settlement Date:	the Business Day on which the Euro direct debit payment request is actually carried out and the direct debit is taken from the Account
Rabobank Website:	<a href="http://www.rabobank.nl">www.rabobank.nl</a> or any website replacing it
Manual:	the Rabobank Euro Direct Debit Manual that applies to the Rabobank Euro Direct Debit service
Business Day:	any day, except Saturdays, Sundays and the closing days specified in the Manual

## 2. Term of Rabobank Euro direct debit contract

- 2.1 The Rabobank Euro direct debit contract is entered into for an indefinite period of time. Both the Creditor and Rabobank may terminate the Rabobank Euro direct debit contract at a minimum of 30 calendar days' written notice.
- 2.2 The Rabobank Euro direct debit contract ends without the Creditor or Rabobank having to give notice when more than 18 months have elapsed since the Settlement Date of the Euro direct debit payment request that was last carried out.
- 2.3 Rabobank may terminate the Rabobank Euro direct debit contract with immediate effect, without any notice of default or any other formality being required, and without incurring liability for damages or having to refund any fees previously charged to the Creditor, if:
- the Creditor fails to meet any of its obligations arising from the Rabobank Euro direct debit contract, these General Terms and Conditions, the General Banking Conditions, or the Manual;
  - the account agreement pursuant to which the Creditor holds the Account with Rabobank is terminated or notice of termination is given;
  - the Creditor 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 Creditor's person or property, or if the Creditor dies;

- all or any part of the Creditor's assets are attached or a trustee or an administrator is appointed by the courts to care for the Creditor's person or property;
- the Creditor enters into a statutory debt relief scheme;
- the Creditor discontinues, terminates or transfers all or any significant part of its operations;
- the Creditor is a legal entity: upon its dissolution, merger or demerger;
- in Rabobank's opinion, the relationship between Rabobank and the Creditor or the use of the Rabobank Euro Direct Debit service by the Creditor harms or may harm Rabobank's reputation or the image of the Rabobank Euro Direct Debit service, or poses a threat to the integrity of the financial sector.

2.4 Termination of the Rabobank Euro direct debit contract will not release the Creditor from its obligations under the contract which, by their nature, should survive termination of the contract, including without limitation Articles 14, 15, 17 through 23, 26 through 35, 42.7, 42.9, 43 and 49.2 of these General Terms and Conditions.

### **3. Features of Rabobank Euro Direct Debit service**

3.1 The features of the Rabobank Euro Direct Debit service are described in the Manual. Rabobank may change the features of its Euro Direct Debit service at any time and will notify the Creditor of any such changes in a manner to be determined by Rabobank.

3.2 The Rabobank Euro Direct Debit service may be used only for Euro direct debits from designated accounts held by the Debtor with a financial institution that participates as a Debtor Bank in the Euro Direct Debit Scheme.

3.3 Rabobank will make commercially responsible efforts to enable the Creditor to make Euro direct debit payment requests during such periods and using such method(s) as are specified by Rabobank. Rabobank may restrict and/or suspend the possibility of making Euro direct debit payment requests fully or in part, including in the event of malfunctions, maintenance work or security incidents. Where possible, Rabobank will enable the Creditor in advance to take note of any such suspension (or its intention to suspend) through the Rabobank Website 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 integrity of the financial sector or the interests of third parties.

3.4 Rabobank may, without prior notice, take temporary or permanent emergency measures that may impact Euro direct debit payment requests or the way in which they are made or carried out, for example for reasons of fraud prevention or detection, or to protect the integrity of the financial sector or the interests of third parties.

### **4. Direct debit limits; changes**

4.1 In using the Rabobank Euro Direct Debit service, the Creditor must not exceed the direct debit limits applicable to the Creditor. The applicable direct debit limits are set out in the Rabobank Euro direct debit contract. Rabobank may change these direct debit limits unilaterally or impose new direct debit limits if, in its opinion, there are reasons for doing so, for example to minimise the risk or consequences of fraud or misuse, or to protect the interests of Rabobank or third parties. Rabobank may also change the direct debit limits or impose new direct debit limits if, in its opinion, the use made by the Creditor of the Rabobank Euro Direct Debit service provides a reason for doing so. However, Rabobank is under no obligation to change direct debit limits or impose new direct debit limits. Rabobank will notify the Creditor of any such changed or new limits.

4.2 Rabobank need not refuse to carry out a Euro direct debit payment request if a direct debit limit is exceeded.

### **5. Use of Rabobank Euro Direct Debit service**

5.1 The Creditor may use the Rabobank Euro Direct Debit service only to collect payments from a Debtor by means of a Euro direct debit payment request under a valid Mandate of the type specified in the Rabobank Euro direct debit contract.

5.2 The Creditor warrants that it will not use the Rabobank Euro Direct Debit service or make Euro direct debit payment requests for activities and/or goods or services:

- which are in violation of mandatory rules of Dutch or foreign law;
- the existence, operation, trading, possession or use of which constitutes a criminal offence in the Netherlands or abroad;
- which infringe the rights of third parties;
- which, for any other reason, are illegal in the Netherlands or abroad;
- which, in Rabobank's opinion, may or will harm Rabobank's reputation or the reputation of a Rabobank Group company and/or the image of the Rabobank Euro Direct Debit service;
- if, in doing so, the Creditor acts in violation of the Rabobank Euro direct debit contract, these General Terms and Conditions, the General Banking Conditions, or the Manual;
- if, in Rabobank's opinion, this will harm the integrity of the financial sector.

Without any notice of default or any other formality being required, and without incurring liability for damages, Rabobank may suspend performance of all or any part of its obligations under the Rabobank Euro direct debit contract with immediate effect, including without limitation carrying out Euro direct debit payment requests and/or paying into the Account the amounts collected pursuant to a Euro direct debit payment request, if and as long as, in Rabobank's opinion, the Creditor fails to perform the obligations referred to in the previous sentence or if there is a difference of opinion in this regard between the Creditor and Rabobank, between Rabobank and a third party, or

between the Creditor and a third party. The right to suspend does not affect the validity of Rabobank's other rights, including its right to damages and/or its right to terminate or dissolve the Rabobank Euro direct debit contract.

5.3 The Creditor must meet the requirements set out in the Manual at all times.

## **6. Mandate, retention and digitisation**

6.1 The Creditor must ensure that the format and content of the Mandate on the basis of which the Creditor makes a Euro direct debit payment request to Rabobank, and the manner in which the Debtor issues the Mandate to the Creditor, meet the requirements set out in the Manual. The Creditor must also ensure that the Mandate is valid.

6.2 The Creditor is no longer permitted to use a Mandate for Euro direct debit payment requests if the Creditor has not made a Euro direct debit payment request under the Mandate for a period of 36 successive months.

6.3 The Creditor must retain the original copy of the Mandate for a minimum period of 14 months after the Mandate has ended.

6.4 The Creditor must store the data in the Mandate unchanged and electronically in accordance with the Manual.

6.5 The Creditor must provide Rabobank with a true copy of the Mandate in accordance with the Manual within 7 Business Days of receiving a request to that effect from Rabobank.

## **7. Changes to Mandate**

7.1 If any of the data in the Mandate which the Manual provides must necessarily be included in the Mandate is no longer correct, the Creditor must ensure that the Mandate is changed and the Debtor consents to such change before making the next Euro direct debit payment request.

7.2 If there are any changes to the data in the Mandate which the Manual provides must necessarily be included by the Creditor in the Euro direct debit payment request, the Creditor must include the changed Mandate data in the next following Euro direct debit payment request in accordance with the Manual.

7.3 Any such changes in the Mandate data will form a part of the Mandate. The provisions set out in these General Terms and Conditions regarding the Mandate also apply to any changes in the Mandate.

## **8. Use of direct debit mandates for direct debits; authorisation formula for Rabobank Euro Direct Debit service**

8.1 If the Debtor issues the Creditor with a 'Continuous General Mandate' or a 'Continuous Business Mandate' before the date when the Rabobank Euro direct debit contract is signed, the Creditor may use the Mandate to collect payments under the Rabobank Euro Direct Debit service. A 'Continuous General Mandate' or a 'Continuous Business Mandate' as referred to in this Article 8 means a direct debit mandate for a creditor to collect payments using a payment service that is based on Currence B.V.'s 'Direct Debit/Authorisation' payment formula.

8.2 The Creditor must notify the Debtor in accordance with the Manual before making its first Euro direct debit payment request under a 'Continuous General Mandate' or a 'Continuous Business Mandate'.

8.3 Before making a Euro direct debit payment request under a 'Continuous General Mandate' or a 'Continuous Business Mandate', the Creditor must collect and retain the information specified in the Manual in the manner provided in Article 6.

8.4 If the Creditor makes a Euro direct debit payment request under a 'Continuous General Mandate' or a 'Continuous Business Mandate', the Creditor must, in the request, state 1 November 2009 as the date of signature.

8.5 When the Creditor makes a Euro direct debit payment request under a 'Continuous General Mandate' or a 'Continuous Business Mandate', the Creditor is no longer permitted to use that direct debit instruction to collect payments by means of a payment service that is based on Currence B.V.'s 'Direct Debit/Authorisation' type of direct debit, even if the other payment service is made available by another financial institution.

8.6 If the Creditor makes a Euro direct debit payment request under a 'Continuous General Mandate' or a 'Continuous Business Mandate', that direct debit instruction constitutes a Mandate as referred to in these General Terms and Conditions. In such a case, the provisions set out in these General Terms and Conditions regarding a Mandate also apply to the 'Continuous General Mandate' or the 'Continuous Business Mandate'. The applicability of these General Terms and Conditions does not affect the arrangements governing the payment service for which the 'Continuous General Mandate' or the 'Continuous Business Mandate' was initially used.

## **9. Advance notice**

In the event of a Euro direct debit, the Creditor must notify the Debtor before the execution date of the amount to be collected and the time of collection. If nothing has been arranged with the Debtor in this regard, the Debtor must be notified at least 14 days before the execution date. The advance notice must as a minimum include the following information.

- The amount to be collected
- The Execution Date

## **10. Making Euro direct debit payment requests**

10.1 The Creditor must ensure that its Euro direct debit payment request is received by Rabobank in accordance with the Manual before the Execution Date within the time period specified in the Manual.

10.2 Euro direct debit payment requests and Batches must meet the requirements set out in the Manual.

- 10.3 In addition to all other requirements set out in the Rabobank Euro direct debit contract, these General Terms and Conditions, and the Manual, including the requirements for the Creditor, the Creditor may make Euro direct debit payment requests under the Rabobank Euro direct debit contract only if:
- they are based on the type of Mandate specified in the Rabobank Euro direct debit contract;
  - they do not exceed the direct debit limits applicable to the Creditor; and
  - the Creditor has a valid Mandate for the Euro direct debit payment requests that meets the requirements set out in the Manual.

### **11. Cancelling Euro direct debit payment requests**

- 11.1 The Creditor may cancel a Euro direct debit payment request or a Batch after it has been submitted in accordance with the Manual. The cancellation request must be received by Rabobank before the Execution Date no later than as specified in the Manual. Rabobank need not process a cancellation request received after that time. If Rabobank nonetheless processes the cancellation request, Rabobank does not warrant that the Euro direct debit payment request will actually be cancelled. If Rabobank charges a fee for processing a cancellation request, the Creditor must pay the fee even if the Euro direct debit payment request is carried out despite the cancellation request.
- 11.2 The Creditor must immediately cancel a Euro direct debit payment request in accordance with Article 11.1 if the requirements set out in Article 10.3 are no longer met and the request has not yet been carried out.

### **12. Euro direct debit payment requests: refusal to carry out**

- 12.1 Rabobank may refuse to carry out a Euro direct debit payment request or, at Rabobank's discretion, the entire Batch in which the payment request is included if:
- the Euro direct debit payment request cannot be carried out, for example because it includes incorrect information or any information is missing from it, or for technical reasons; or
  - one or more direct debit limits threaten to be exceeded; or
  - the Creditor acts in violation of the Rabobank Euro direct debit contract, these General Terms and Conditions, the General Banking Conditions, or the Manual; or
  - Rabobank consider that there is a reason for doing so, for example to prevent or minimise the consequences of fraud or misuse, or to protect the integrity of the financial sector; or
  - any of the grounds for refusal occur as defined in the terms applicable to the Account; or
  - the Debtor bank, whether at the Debtor's request or otherwise, announces that it will refuse (certain) Euro direct debit payment requests for the Debtor's bank account or will refund the payment collected.
- Rabobank has no obligation to the Creditor to refuse to carry out a Euro direct debit payment request in the situations described above.
- 12.2 Rabobank will notify the Creditor in accordance with the Manual of any Euro direct debit payment requests that it has refused to carry out.

### **13. Euro direct debit payment requests: execution**

- 13.1 If a Euro direct debit payment request is carried out, Rabobank will pay into the Account the amount collected from the Debtor's bank account pursuant to the payment request, subject to the condition subsequent that the direct debit is reversed as provided in Article 14 or 15.
- 13.2 The amount collected will be paid into the Account on the Execution Date, unless:
- the Euro direct debit payment request was not made to Rabobank in accordance with the Manual in a timely fashion before the Execution Date. In such a case, payment will be postponed by the number of Business Days that the Euro direct debit payment request was made too late; or
  - the direct debit limits are exceeded and Rabobank nonetheless decides not to refuse the Euro direct debit payment request. In such a case, payment will be postponed by the number of Business Days that Rabobank needs to authorise the limit breach.
- 13.3 If Euro direct debit payment requests are included in a Batch, the sum total of the Euro direct debit payment requests as included in the Batch will be paid into the Account.

### **14. Reversing Euro direct debit payment requests**

- 14.1 If a Euro direct debit payment request is reversed, the Creditor must immediately refund the amount specified in the request to Rabobank. This will be done by Rabobank debiting from the Account the amount previously paid into the Account pursuant to the Euro direct debit payment request. The Creditor must ensure that the balance in or credit limit for the Account is sufficient at all times to allow the Account to be debited. If the Account cannot or can no longer be debited, the Creditor must immediately refund the amount specified in the Euro direct debit payment request to Rabobank in a manner to be determined by Rabobank.
- 14.2 Rabobank may reverse a Euro direct debit payment request and the Creditor must refund the payment collected to Rabobank if:
- Rabobank, after carrying out the Euro direct debit payment request, exercises one of the grounds for refusal as set out in Article 12;

- the Debtor bank, either of its own accord or at the Debtor's request if the type of Mandate underlying the Euro direct debit payment request so entitles the Debtor, submits a reversal request to Rabobank within 56 days + 7 Business Days after the Settlement Date; or
- Rabobank considers this to be necessary, for example, to prevent or minimise fraud or misuse, or the harmful effects of same.

## **15. Reversal of unauthorised Euro direct debit payment requests**

- 15.1 In addition to the grounds for reversal listed in Article 14, the Debtor will have 13 months after the Settlement Date in which to ask the Debtor bank to refund a payment collected pursuant to Euro direct debit payment request if the payment request was not based on a valid Mandate. A Mandate ceases to be valid if:
- the Mandate was not issued by or on behalf of the Debtor;
  - the Mandate is void or avoided;
  - for any reason, the Mandate ended on or before the Execution Date;
  - the Mandate does not meet the requirements set out in the Manual;
  - the Euro direct debit payment request is inconsistent with the content of the Mandate or the purpose for which the Mandate was issued by the Debtor; or
  - the Mandate is invalid or should not have been used for any other reason.
- 15.2 Rabobank will notify the Creditor of a reversal request submitted under Article 15.1. This may also be done after the 13-month period stated in Article 15.1. Within 7 Business Days of being notified of a reversal request, the Creditor must let Rabobank know in accordance with the Manual whether the Creditor:
- accepts the reversal; or
  - contests it.
- The Creditor must include in its notification the information referred to in the Manual and, if so requested by the Debtor or the Debtor bank, the original Mandate or a copy of it.
- 15.3 Rabobank will pass on the information to the Debtor bank, if received in a timely fashion from the Creditor. The Debtor bank will use the information to decide whether the Debtor's reversal request is justified. If, in the Debtor bank's opinion, the reversal request is justified, the Creditor must immediately refund the payment collected to Rabobank. In such a case, Article 14.1 applies mutatis mutandis.

## **16. Switching service**

- 16.1 At Rabobank's first request, the Creditor will stop collecting payments from the Debtor's account specified in the Mandate, and instead collect payments from the account specified in Rabobank's request. Rabobank may make such a request only in connection with the interbank Switching Service. The Creditor will comply with the request only if the request meets the requirements set out in the Manual.
- 16.2 The Creditor must retain the request referred to in Article 16.1 along with the Mandate in accordance with Article 6. The request will form a part of the Mandate.

## **17. Manual**

- 17.1 All use of the Rabobank Euro Direct Debit service is subject to the terms of the Manual. The Manual has been posted on the Rabobank Website or will otherwise be communicated or made available to the Creditor by Rabobank in a manner to be determined by Rabobank. The Creditor must comply with the Manual. No use of the Rabobank Euro Direct Debit service may be made if the Creditor fails to comply with the Manual.
- 17.2 Rabobank may change the Manual and will inform the Creditor of any such changes in a manner to be determined by Rabobank.

## **18. Rabobank Website**

The Creditor must check the Rabobank Website regularly, but at least once every 30 calendar days, for new information on the Rabobank Euro Direct Debit service, including without limitation information about changes made to features (Article 3), necessary goods and services (Article 24), the Manual (Article 17), Fees (Article 25), or changes to the General Terms and Conditions (Article 32).

## **19. Communication**

Rabobank must provide the Creditor with the address and contact details for Rabobank that the Creditor must use to send notifications to Rabobank relating to the Rabobank Euro direct debit contract. Rabobank may change its address and contact details and will notify the Creditor of any such changes in a manner to be determined by Rabobank.

## **20. Brands and intellectual property rights in other works**

- 20.1 Rabobank and/or third parties own intellectual property rights (including without limitation trademark rights and copyrights) in the Brands.
- 20.2 No use of the Brands may be made other than as permitted under the Rabobank Euro direct debit contract, these General Terms and Conditions, or the Manual, or if Rabobank grants the Creditor prior written permission to do so.

- 20.3 Rabobank and/or its suppliers own intellectual property rights (including without limitation trademark rights, copyrights and patent rights) in the technology (including without limitation computer software), documentation and methods made available to the Creditor.
- 20.4 No use may be made of the technology, documentation or methods made available to the Creditor other than as permitted under the Rabobank Euro direct debit contract, these General Terms and Conditions, or the Manual, or if Rabobank grants the Creditor prior written permission to do so.
- 20.5 After the Rabobank Euro direct debit contract has ended, the Creditor must immediately stop using the Brands and the works the intellectual property rights in which are owned by Rabobank or third parties.

## **21. Creditor's details**

- 21.1 The Creditor warrants that its details as provided by it to Rabobank are correct and complete.
- 21.2 The Creditor will immediately notify Rabobank in accordance with the Manual of any changes in those details.

## **22. Debtor's details**

- 22.1 By signing the Rabobank Euro direct debit contract, the Creditor agrees to use – and Rabobank hereby stipulates by way of a third-party clause for the benefit of each Debtor that the Creditor will use – the data that the Creditor receives about a Debtor in connection with a Euro direct debit payment request only to make the Euro direct debit payment request and for its own payment processing purposes, without this affecting the Creditor's statutory data protection obligations.
- 22.2 The Creditor must as a minimum ensure security of the data referred to in Article 22.1 according to a level that is considered appropriate by law and market standards.
- 22.3 The Creditor will notify Rabobank without delay and in accordance with the Manual of any issues and/or irregularities, including actual or suspected unauthorised use, security incidents and data breaches as defined in the applicable data protection laws, rules and regulations.
- 22.4 In such cases, the Creditor will cooperate with Rabobank and the regulatory and other authorities if an investigation is launched and in taking preventative, corrective or other action.

## **23. Audits**

If, in Rabobank's opinion, there are reasonable grounds to doubt that the Creditor or a third party engaged by the Creditor is in compliance with its obligations under the Rabobank Euro direct debit contract, these General Terms and Conditions, or the Manual, Rabobank may arrange for the Creditor's and the third party's accounts and records, and (computer) systems to be audited by an independent party. The Creditor will fully cooperate in the audit and ensure that the audit can also be conducted at the premises of the third party engaged by the Creditor. The audit costs will be paid by Rabobank, unless the audit shows that the Creditor or the third party engaged by the Creditor is in breach of the obligations referred to above. In that case, the Creditor must pay Rabobank reasonable audit costs.

## **24. Necessary goods and services**

- 24.1 The Creditor must ensure, at its own risk and expense, that the goods and (telecommunication) services needed to use Rabobank's direct debit service, as described on the Rabobank Website, are continuously available and in proper working order and enjoy an appropriate level of security. Rabobank may change the specifications for such goods and/or (telecommunication) services and will notify the Creditor of any such changes in a manner to be determined by Rabobank, or enable the Creditor to take note of such changes on the Rabobank Website.
- 24.2 The Creditor will make and keep the computer system that it uses for the Rabobank Euro Direct Debit service suitable for the Rabobank Euro Direct Debit service at its own risk and expense and in accordance with the Manual.

## **25. Fees**

Rabobank may change its fees, their calculation and settlement periods, or the calculation and settlement methods for such fees, or charge new fees. Rabobank will notify the Creditor, in a manner to be determined by Rabobank, of any such changes or new fees at least 30 days before the effective date of such changes or new fees.

## **26. Arrangements with third parties**

- 26.1 Rabobank is not a party to any arrangements made between the Creditor and Debtor. Rabobank is not liable to the Creditor for any legally binding or other acts performed by a Debtor, or for failure by a Debtor to meet its obligations. The Creditor must indemnify Rabobank against any claims by a Debtor relating to arrangements made between the Creditor and the Debtor or the use of the Rabobank Euro Direct Debit service, and must reimburse Rabobank for any loss or damage it incurs as a result of such claims.
- 26.2 Rabobank may, at its risk and expense, engage the services of a third party for the purpose of performing the Rabobank Euro direct debit contract. Rabobank will exercise due care in selecting any such third party.
- 26.3 Subject to the terms of the Rabobank Euro direct debit contract, these General Terms and Conditions, the General Banking Conditions and the Manual, the Creditor may, at its risk and expense, engage the services of a third party for the purpose of performing the Rabobank Euro direct debit contract. The Creditor must ensure that the

third party engaged by the Creditor is fully familiar with and bound by the Creditor's obligations arising from the Rabobank Euro direct debit contract, these General Terms and Conditions, and the Manual. The Creditor must ensure that the third party engaged by the Creditor will properly perform the Creditor's obligations, and must take legal action to demand performance of those obligations at Rabobank's first request. The Creditor must be aware that engaging the services of a third party entails risks. The Creditor will exercise due care in selecting and using a third party.

## **27. Rabobank Euro direct debit contract with legal entity or multiple Creditors**

If the Creditor is a legal entity or a limited, general or other partnership, and/or if the Rabobank Euro direct debit contract is entered into by multiple Creditors, the following terms apply.

- a. Each direct or indirect (executive/non-executive) director, managing or other partner or associate, and/or the Creditor will be considered to have a continuous and unlimited power of attorney from such legal entity or from each such direct or indirect director, managing or other partner or associate, and/or the Creditor, with the right of substitution under Dutch law, in order to independently perform any and all legally binding or other acts, including without limitation acts of disposition, on behalf of the Creditor/each such Creditor in performance of or relating to the Rabobank Euro direct debit contract and these General Terms and Conditions. This 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. Rabobank will not at any time be required to deal with attorneys in fact (or anyone substituting for an attorney in fact).
- b. Termination of a power of attorney may be held against Rabobank only after Rabobank has received prior written notice of such termination. Rabobank may carry out (and continue to carry out) any instructions issued to it by a former attorney in fact, as referred to in this Article, before or shortly after Rabobank has received the notice of termination or revocation, in a legally valid way in the event that it cannot reasonably prevent such.

## **28. Liability**

- 28.1 Without restricting the generality of the other liability provisions set out in these General Terms of Conditions, and unless such loss or damage arises directly from an intentional act or omission [opzet] or gross negligence [grove schuld] on its part, Rabobank is not liable for any loss or damage directly or indirectly arising from:
- failure by the Creditor to comply with the terms of the Rabobank Euro direct debit contract, these General Terms and Conditions, or the Manual;
  - international conflicts;
  - violent or armed actions;
  - measures of any domestic, foreign or international government;
  - measures of any supervisory authority;
  - boycotts;
  - labour unrest at a third party or among Rabobank's own personnel;
  - interruptions in and 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 on the part of a third party engaged by Rabobank for the purpose of performing the Rabobank Euro direct debit contract, provided that Rabobank demonstrates that it exercised care in selecting such third party.
- 28.2 In no event will Rabobank be liable for any indirect loss or damage, including without limitation lost profits, losses arising from business stagnation, or consequential damages.
- 28.3 Moreover, Rabobank's liability is limited to no more than the total amount in fees paid to Rabobank under the Rabobank Euro direct debit contract (Article 24) in the period of 12 months preceding the harmful event, less the total amount in damages that Rabobank may already owe the Creditor in that 12-month period in connection with the Rabobank Euro direct debit contract.

## **29. Publicity**

Unless expressly provided otherwise in these General Terms and Conditions, or the Manual, the Creditor must not disclose the existence of its relationship with Rabobank or use the Rabobank, EPC, Euro Direct Debit and/or Rabobank Digital Direct Debit service names, brand names or logos in any publication (including the Website) or advertising messages, unless with Rabobank's prior written permission.

## **30. Evidence**

Subject to any evidence to the contrary submitted by the Creditor, the administrative records of Rabobank and/or any third party engaged by Rabobank will serve as full evidence in respect of the Creditor.

## **31. Governing law, competent court and Creditor's terms and conditions**

- 31.1 The Rabobank Euro direct debit contract is governed exclusively by Dutch law. Any disputes between parties regarding the Rabobank Euro direct debit contract, these General Terms and Conditions, the General Banking Conditions, or the Manual must be submitted exclusively to the Dutch courts.



- 31.2 The Articles from EU Directive 2015/2366 implemented in Book 7 of the Dutch Civil Code [Burgerlijk Wetboek] about which that Directive provides, in Articles 38 and 61, that they can be agreed to be inapplicable if the Creditor is not a consumer will not be applicable to the Agreement and these General Terms and Conditions.
- 31.3 The Creditor's general or other terms and conditions do not apply to the Rabobank Euro direct debit contract.

### **32. Amendment of General Terms and Conditions**

Rabobank may supplement, amend and/or replace these General Terms and Conditions. Rabobank will so notify the Creditor in a manner to be determined by Rabobank at least 30 calendar days prior to the effective date of such supplement, amendment and/or replacement.

### **33. Taxes**

If the Creditor is required by law to apply against the payment made to Rabobank a discount or deduction under the Rabobank Euro direct debit contract, the Creditor must pay Rabobank an additional amount such that Rabobank receives the same amount as it would have received without the discount or deduction. All taxes and/or levies which may now or at any time in the future be due in connection with the Rabobank Euro direct debit contract must be paid by the Creditor.

### **34. Costs**

All costs arising from the Rabobank Euro direct debit contract, including any judicial or extrajudicial debt collection costs incurred by Rabobank, must be paid by the Creditor. Such extrajudicial costs are set at ten percent (10%) of the debt to be collected, subject to a minimum of five hundred euros (€500). To the extent that Rabobank demonstrates that the extrajudicial costs incurred exceed ten percent (10%) of the debt to be collected, those costs must be paid fully by the Creditor.

### **35. Irregularities**

If any irregularities occur, threaten to occur or have occurred in connection with (the performance of) the Rabobank Euro direct debit contract, the General Terms and Conditions declared applicable in that contract, the General Banking Conditions, or the Manual, then the Creditor must notify Rabobank immediately and, at Rabobank's request, do or omit to do anything which Rabobank reasonably considers necessary in connection with such (threatened) irregularities.

### **36. Merger; transfer; demerger**

- 36.1 Following a merger or demerger involving Rabobank, Rabobank's legal successor or successors may (also), autonomously, and on the basis of joint and several liability, exercise or fulfil all of Rabobank's powers, rights and obligations.
- 36.2 Rabobank may transfer to a third party all or any part of its rights, including the related ancillary rights, under the Rabobank Euro direct debit contract and/or arising from its legal relation or relations with the Creditor. By signing the Rabobank Euro direct debit contract, the Creditor will grant or has granted Rabobank permission for this in advance.
- 36.3 Following a merger, demerger or transfer, any use of the word "Rabobank" in these General Terms and Conditions and in the Rabobank Euro direct debit contract must be understood to include the legal successor or successors of "Rabobank".

### **37. Partial nullity and voidability**

The nullity or voidability of a provision of these General Terms and Conditions or of the Rabobank Euro direct debit contract will not result in the nullity or voidability of these General Terms and Conditions or of the Rabobank Euro direct debit contract, or of any other provision thereof.

### **38. Residence**

The Creditor without any address known to Rabobank will be deemed to have chosen Rabobank's head office as its residence and/or domicile. All notifications intended for the Creditor may be effected there, and any documents intended for the Creditor will be delivered and/or served there.

### **39. Licences, exemptions and dispensations; registration requirement**

- 39.1 The Creditor must have all licences, exemptions and dispensations necessary to conduct its business or profession at all times. The Creditor must be registered in the appropriate registers if this is a requirement for its business or profession. The Creditor must show proof of this at Rabobank's request. Rabobank may ask the Creditor for a statement from the institution that granted the licence, exemption or dispensation. If the Creditor is unable to submit such statement, the Creditor must prove that it does not require a licence, exemption or dispensation. Rabobank will decide what proof to submit.
- 39.2 The Creditor must not act in violation of the conditions attaching to a licence, exemption or dispensation.

39.3 The Creditor must ensure that the licences, exemptions or dispensations do not expire and are not revoked, or threaten to expire or be revoked. This also applies to registrations and exemptions from registrations.

#### **40. Special provisions: Rabobank's Business Euro Direct Debit service**

- 40.1 This Article applies only to Rabobank's Business Euro Direct Debit service [Rabobank Bedrijven Euro-incasso].
- 40.2 Unless otherwise provided in this Article, all terms hereof applicable to the Rabobank Euro Direct Debit service and the Rabobank Euro direct debit contract as set out in these General Terms and Conditions also apply to Rabobank's Business Euro Direct Debit service and Rabobank's Business Euro Direct Debit contract.
- 40.3 Rabobank's Business Euro Direct Debit service is based on the SEPA Direct Debit B2B Scheme, as set out in the SEPA Business to Business Direct Debit Scheme Rulebook as applicable at any time and as managed by the European Payments Council (EPC).
- 40.4 The Creditor may use Rabobank's Business Euro Direct Debit service only if the Creditor enters into a Rabobank Business Euro direct debit contract.
- 40.5 The Creditor may use Rabobank's Business Euro Direct Debit service only to collect payments from Debtors that are not consumers. A consumer is defined as a natural person who is not acting for the purposes of a business or profession.
- 40.6 If use is made of Rabobank's Business Euro Direct Debit service:
- 'Euro Direct Debit Scheme' as defined in Article 1.5 of these General Terms and Conditions means the SEPA Direct Debit B2B Scheme, as set out in the SEPA Business to Business Direct Debit Scheme Rulebook as applicable at any time and as managed by the European Payments Council;
  - 'Mandate' as defined in Article 1.8 of these General Terms and Conditions means the Mandate issued by a Debtor to the Creditor for Business to Business Direct Debits, pursuant to which the Creditor can make Euro direct debit payment requests using Rabobank's Business Euro Direct Debit service;
  - 'Rabobank Euro direct debit contract' as defined in Article 1.10 of these General Terms and Conditions means the Rabobank Business Euro direct debit contract between Rabobank and the Creditor, as governed by these General Terms and Conditions;
  - 'Rabobank Euro Direct Debit service' as set out in Article 1.12 of these General Terms and Conditions means Rabobank's Business Euro Direct Debit payment service;
  - 'Manual' as set out in Article 1.17 of these General Terms and Conditions means Rabobank's Business Euro Direct Debit Manual applicable to Rabobank's Business Euro Direct Debit payment service.
- 40.7 By way of derogation from Article 3.2, Rabobank's Business Euro Direct Debit service may be used only for Euro direct debits collected from a designated bank account held by the Debtor with a financial institution that participates as a Debtor bank in the SEPA Direct Debit B2B Scheme referred to in Article 40.3.
- 40.8 By way of derogation from Article 8 of these General Terms and Conditions, the Creditor is not permitted to use the 'Continuous General Mandate' or the 'Continuous Business Mandate' to collect payments under Rabobank's Business Euro Direct Debit service.

### ***Special provisions: the Rabobank Digital Direct Debit service for Creditors***

#### **41. Link with Rabobank's (Business) Euro Direct Debit service and additional definitions**

- 41.1 Articles 41 through 51 apply only to the Rabobank Digital Direct Debit service for Creditors.
- 41.2 Articles 1, 2, 3.3, 3.4, 4, 5.2, 5.3, 6.1 through 6.5, 7.1, 7.2, 7.3 and 16 through 39 of these General Terms and Conditions regarding the Rabobank Euro Direct Debit service, Euro direct debit payment requests, the Rabobank (Business) Euro direct debit contract, these General Terms and Conditions, and the Manual apply mutatis mutandis to the Rabobank Digital Direct Debit service, digital direct debit mandates, the Agreement, and the Rabobank Digital Direct Debit Manual.
- 41.3 In addition to the definitions given in Article 1 of these General Terms and Conditions, the following definitions apply to the Rabobank Digital Direct Debit service for Creditors.
- Issue Confirmation: an electronic message sent by Rabobank to the Creditor in accordance with the Rabobank Digital Direct Debit Manual, confirming that the Debtor has issued a Digital Direct Debit Mandate
  - Issue Request: an electronic request sent by the Creditor to Rabobank asking for a Digital Direct Debit Mandate to be submitted by the Debtor
  - Password: the password that the Creditor needs to enter in combination with the Creditor's user name to be able to use Rabobank's Digital Direct Debit Dashboard
  - Certificate: A certificate required by the Creditor to be able to use the Rabobank Digital Direct Debit service
  - Digital Direct Debit Mandate: a Mandate issued by the Debtor to the Creditor through the Rabobank Digital Direct Debit service authorising the Creditor to collect Euro direct debits or Business euro direct debits. The Digital Direct Debit Mandate forms a part of the Issue Confirmation.
  - DPSP: a third party engaged by the Creditor
  - Rabobank Digital Direct Debit Manual: the Rabobank manual applicable to the Rabobank Digital Direct Debit service, as amended or replaced from time to time

- Agreement: the agreement between Rabobank and the Creditor regarding the Rabobank Digital Direct Debit service
- Rabobank Digital Direct Debit service: the Rabobank product based on interbank standards that the Creditor may use to ask Debtors for a Digital Direct Debit Mandate
- Rabobank's Digital Direct Debit Dashboard: <https://machtigen.rabobank.nl>, or any web pages replacing it as specified by Rabobank. Rabobank may use the dashboard to provide the Creditor with information, setting options and other functions relating to the Rabobank Digital Direct Debit service.
- Website: the Creditor's website(s) registered on Rabobank's Digital Direct Debit Dashboard through which the Digital Direct Debit service may be used, subject to Rabobank's permission

#### **42. Rabobank Digital Direct Debit service**

- 42.1 The Rabobank Digital Direct Debit service is an optional service for the Rabobank Euro Direct Debit and Rabobank Business Euro Direct Debit payment services.
- 42.2 The Agreement forms an integral part of each Rabobank (Business) Euro direct debit contract between Rabobank and the Creditor as of its effective date. This means, amongst other things, that the Agreement automatically ends when the Rabobank (Business) Euro direct debit contract ends.
- 42.3 The Creditor may use the Rabobank Digital Direct Debit service to ask its Debtors for a Digital Direct Debit Mandate to collect Euro direct debits or Business Euro direct debits. The precise features of the Rabobank Digital Direct Debit service are described on the Rabobank Website.
- 42.4 Rabobank may change the features of the Rabobank Digital Direct Debit service at any time. Rabobank will notify the Creditor of any such changes in a manner to be determined by Rabobank, or enable the Creditor to take note of such changes on the Rabobank Website.
- 42.5 The Rabobank Digital Direct Debit service may be used in the Netherlands only. The Creditor may use the Rabobank Digital Direct Debit service to ask for Digital Direct Debit Mandates through the Website(s) only for the Creditor's activities specified in the Rabobank (Business) Euro direct debit contract.
- 42.6 The Rabobank Digital Direct Debit Manual explains how the Creditor is to present the Rabobank Digital Direct Debit service. The Creditor must not present the Rabobank Digital Direct Debit service as an inferior payment method to other payment methods, for example in terms of its positioning on the Website, presentation size, degree of user-friendliness, or implied or specific recommendations.
- 42.7 The Creditor must as a minimum take all reasonable measures in accordance with market practices to prevent or detect any fraud involving the Rabobank Digital Direct Debit service or Digital Direct Debit Mandates, and to minimise any loss or damage arising from any fraud involving Digital Direct Debit Mandates. The Creditor must as a minimum take the measures specified in the Rabobank Digital Direct Debit Manual. The Creditor must report any fraud or attempted fraud involving the Rabobank Digital Direct Debit service or Digital Direct Debit Mandates to Rabobank without delay, subject to the terms of the Manual and the Rabobank Digital Direct Debit Manual.
- 42.8 The Creditor may use the Rabobank Digital Direct Debit service only if the Creditor complies with the Rabobank Digital Direct Debit Manual.
- 42.9 The Creditor must have in place an appropriate customer complaints procedure for Debtors that meets the requirements set out in the Rabobank Digital Direct Debit Manual.

#### **43. Digital Direct Debit Mandates**

- 43.1 A Digital Direct Debit Mandate constitutes a Mandate issued by the Debtor to the Creditor when the Creditor downloads an Issue Confirmation for the Digital Direct Debit Mandate from Rabobank in accordance with the Rabobank Digital Direct Debit Manual.
- 43.2 By issuing a Digital Direct Debit Mandate to the Creditor, the Debtor also confirms that, at the time when the Digital Direct Debit Mandate was issued:
- the Debtor's account specified in the Digital Direct Debit Mandate was not frozen, possibly preventing the Rabobank (Business) Euro direct debit payment request made pursuant to that Mandate from being carried out at the time of issue. The account may be so frozen after the Digital Direct Debit Mandate is issued; and
  - the Digital Direct Debit Mandate for a Business Euro direct debit was registered with the Rabobank office where the Debtor holds the account specified in the Digital Direct Debit Mandate at the time of its issue. The Debtor may revoke such registration after issuing the Digital Direct Debit Mandate.
- 43.3 Rabobank does not warrant that a (Business) Euro direct debit payment request made by the Creditor pursuant to a Digital Direct Debit Mandate will be carried out. Nor does Rabobank warrant that, once carried out, a (Business) Euro direct debit payment request will not be reversed.
- 43.4 If the Debtor requests a reversal on the basis that the Euro direct debit payment request was not based on a valid Mandate, the Creditor must provide the information specified in the Euro Direct Debit Manual if the Creditor contests the reversal and the mandate was a Digital Direct Debit Mandate.

#### **44. Signing up to Rabobank Digital Direct Debit service**

- 44.1 Before it can use the Rabobank Digital Direct Debit service on a Website, the Creditor must register for the service via the Rabobank Digital Direct Debit Dashboard in accordance with the Rabobank Digital Direct Debit Manual.

- 44.2 After the Creditor has registered a website via the Rabobank Digital Direct Debit Dashboard, Rabobank will check the registration. Rabobank will let the Creditor know via the Rabobank Digital Direct Debit Dashboard and/or the email address supplied via the dashboard whether Rabobank authorises the use of Digital Direct Debit Mandates for that Website.

#### **45. Setting up a connection with Rabobank Digital Direct Debit service**

The Creditor will make the Website and the computer system that it uses for the Rabobank Digital Direct Debit service suitable for that service and will connect such website and system to the service at its own risk and expense and in accordance with the Rabobank Digital Direct Debit Manual, and keep such website and system suitable and connected. The Creditor will not be able to request and download Digital Direct Debit Mandates until after the Creditor is satisfied and lets Rabobank know in accordance with the Rabobank Digital Direct Debit Mandate that its Website and computer system are properly connected to and are suitable for use with the Rabobank Digital Direct Debit service.

#### **46. Connecting to Rabobank Digital Direct Debit service through DPSP**

- 46.1 The Creditor may, at its own risk and expense, use a DPSP to connect and keep connected to the Rabobank Digital Direct Debit service in accordance with the Rabobank Digital Direct Debit Manual. In such a case, the Creditor will use the DPSP's connection to the Rabobank Digital Direct Debit service, for example, to submit Issue Requests and download Issue Confirmations. The provisions set out in these General Terms and Conditions regarding the use of third parties also apply to the DPSP.
- 46.2 The Rabobank Digital Direct Debit Manual sets out additional requirements for the DPSP and the services that it provides to the Creditor in connection with the Rabobank Digital Direct Debit service.

#### **47. Issue Requests**

The Creditor may initiate the issue of a Digital Direct Debit Mandate by submitting an Issue Request to Rabobank in accordance with the Rabobank Digital Direct Debit Manual. Rabobank is under no obligation to accept an Issue Request if the Issue Request or the manner in which it is submitted fails to meet the requirements set out in the Rabobank Digital Direct Debit Manual.

#### **48. Issue Confirmations: Digital Direct Debit Mandates**

The Creditor has a valid Digital Direct Debit Mandate when Rabobank provides an Issue Confirmation for the mandate and the Creditor downloads the Issue Confirmation in accordance with the Rabobank Digital Direct Debit Manual. As long as the Creditor has no Issue Confirmation, the Digital Direct Debit Mandate is not valid. The Creditor must download Issue Confirmations without delay in accordance with the Rabobank Digital Direct Debit Manual.

#### **49. Changing or revoking Digital Direct Debit Mandates**

- 49.1 The Creditor must allow a Debtor that issued a Digital Direct Debit Mandate to change the mandate via the Rabobank Digital Direct Debit service in accordance with the Rabobank Digital Direct Debit Manual. Moreover, the Creditor must allow a Debtor that issued a Digital Direct Debit Mandate for a Business Euro direct debit to revoke the mandate via the Rabobank Digital Direct Debit service in accordance with the Rabobank Digital Direct Debit Manual. The provisions set out in the previous sentences also apply if the Digital Direct Debit Mandate to be changed was issued to the Creditor via a provider other than Rabobank or the Rabobank Digital Direct Debit service. Articles 47 and 48 on Issue Requests and Issue Confirmations apply mutatis mutandis to changes to or revocations of Digital Direct Debit Mandates via the Rabobank Digital Direct Debit service.
- 49.2 In addition, the Creditor must allow a Debtor to change or revoke a Digital Direct Debit Mandate in writing or by email or another (electronic) means of communication.

#### **50. Rabobank Digital Direct Debit service; Certificates**

- 50.1 The Creditor must create and share with Rabobank the Certificate needed to use the Rabobank Digital Direct Debit service in accordance with the Rabobank Digital Direct Debit Manual. The Certificate must as a minimum meet the requirements set out in the Rabobank Digital Direct Debit Manual.
- 50.2 The Creditor is irrevocably and unconditionally bound by and responsible for all legally binding or other acts performed using the Certificate. The Creditor bears the risk of any unauthorised use of the Certificate.
- 50.3 The Creditor must ensure that the Certificate remains confidential, is used and stored safely, and is known only to and can be accessed only by persons authorised to use the Certificate to perform legally binding or other acts on the Creditor's behalf. The Creditor must as a minimum properly comply with the relevant provisions set out in the Rabobank Digital Direct Debit Manual.
- 50.4 The Creditor must ensure that the Certificate is used only for the Rabobank Digital Direct Debit service.
- 50.5 The Creditor must take all necessary measures to prevent unauthorised access to and unauthorised use of the Certificate. The Creditor must keep confidential any information about the security aspects of the Rabobank Digital Direct Debit service. The Creditor must continuously and accurately check that the Certificate is used only by authorised persons and according to its instructions, and is stored safely.

- 50.6 The Creditor must immediately check the accuracy of each notification sent by Rabobank to the Creditor regarding the use of the Certificate. If, in the Creditor's opinion, the notification received from Rabobank contains any errors, the Creditor must immediately so notify Rabobank in accordance with the Rabobank Digital Direct Debit Manual.
- 50.7 In accordance with the Rabobank Digital Direct Debit Manual, the Creditor must immediately ask Rabobank to disable the Certificate if the Creditor knows or suspects that the Certificate:
- has been lost or stolen;
  - is being or may be used by unauthorised persons; or
  - is being or may be used in violation of the Creditor's instructions.
- Rabobank will block the option for the Creditor to perform legally binding or other acts using the Certificate as soon as reasonably possible after the Creditor has asked Rabobank to disable the Certificate, as referred to above.
- 50.8 At Rabobank's request, the Creditor will use a replacement Certificate.

### **51. Rabobank's Digital Direct Debit Dashboard**

- 51.1 The Rabobank Digital Direct Debit Dashboard forms a part of the Rabobank Digital Direct Debit service. A description of the features and functions of the Rabobank Digital Direct Debit Dashboard is given in the Rabobank Digital Direct Debit Manual. Rabobank may change the features and/or functions of the Rabobank Digital Direct Debit Dashboard at any time and will notify the Creditor of any such changes in a manner to be determined by Rabobank.
- 51.2 The Creditor must apply for and/or change the Password needed to use the Rabobank Digital Direct Debit Dashboard in accordance with the Rabobank Digital Direct Debit Manual.
- 51.3 The Creditor is irrevocably and unconditionally bound by all legally binding or other acts performed on the Rabobank Digital Direct Debit Dashboard. The Creditor bears the risk of any unauthorised use of the Password.
- 51.4 Articles 50.3 through 50.8 on Certificates apply mutatis mutandis to Passwords.

