

# General Terms and Conditions for Business Bank Cards and Credit Cards of Rabobank 2018



**Rabobank**

# General Terms and Conditions for Business Bank Cards and Credit Cards of Rabobank 2018

## **A**            **Definitions**

### **Article 1**        **Definitions**

For purposes of these general terms and conditions, the following terms are defined as follows.

account:	an account maintained by Rabobank in its administration for the account holder that can be disposed of using a card
account holder:	the party or parties, both collectively and individually, for whom or which Rabobank maintains the account
agreement:	the agreement between Rabobank and the account holder to which these general terms and conditions apply
applications:	any and all payments, payment orders, payment transactions, cash withdrawals and any other online or other legally binding or other acts as listed on the website or agreed with Rabobank that can be carried out using a card
attorney in fact:	a party that has been granted a power of attorney by the account holder to dispose of the account and/or to use other applications, using a card
bank card:	a card that the card holder can use to dispose of the account and/or to use other applications as determined by Rabobank, among other things
card:	a bank card or credit card
card holder:	the party in whose name the card has been issued
cash dispenser:	a machine approved by Rabobank that card holders can use to withdraw money, using their cards in combination with the associated PIN codes
credit card:	a card that the card holder can use to dispose of the account up to the spending limit
credit-card statement:	a statement listing the payment and cash-back transactions effected on the credit card, as referred to in Article 10, within a specific period, as well as the retransfers effected within that period
daily, weekly or monthly limit:	the maximum amount of which a card holder may dispose daily, weekly or monthly using a card
information:	notices, confirmations, documents, product and other terms and conditions or rules (or amendments thereto), statements (regarding the account), commercial or other messages, etc.
online service:	Rabo Internetbankieren, Rabo Internetbankieren Professional, Online banking, any partially or wholly substitute services and any other online services approved by Rabobank (both collectively and individually)
pay machine:	a machine approved by Rabobank that card holders can use to pay, using their cards
payment order:	an instruction to carry out a payment transaction issued to Rabobank by or on behalf of a card holder, or to a payee's payment service provider by or on behalf of a payee
payment transaction:	an act by which funds are deposited, transferred or withdrawn
PIN code:	a secret, 4-digit personal identification number belonging to a card
Rabobank:	Coöperatieve Rabobank U.A., having its registered office in Amsterdam, the Netherlands
Rabobank Group:	the economic unity in which legal entities and companies and/or similar entities under any foreign or international law are (at any time) organisationally affiliated, of which unity Rabobank also forms part
rules:	the rules, directions, instructions, requirements and restrictions for purposes of using a card: <ul style="list-style-type: none"><li>- as stated on the website;</li><li>- of which the account holder and/or the card holder has/have been notified through messages in online services; and/or</li><li>- of which the account holder and/or the card holder has/have otherwise been made aware</li></ul>
spending limit:	the maximum amount of which a card holder may dispose using a card
website:	www.rabobank.nl and/or one or more of its subpages, and any substitute webpages

## **Article 2**      **General provisions**

- 2.1 The card is a strictly personal card of the card holder. Rabobank will determine what data will be put on the card. The card will remain Rabobank's property. The card may not be changed or copied in whole or in part in any way whatsoever.
- 2.2 Promptly upon receipt of the card, the card holder must place his/her signature on it, as per the rules.
- 2.3 Rabobank will provide the card holder with a PIN code to be able to use the card. PIN codes belonging to credit cards may be changed at a Rabobank cash dispenser.
- 2.4 Upon receipt of the card, the card holder must activate the card (or have it activated), as per the procedure or procedures described in the rules. Rabobank will determine whether a card is as yet to be activated and, if so, how. It will so notify the account holder and/or the card holder.
- 2.5 The validity of the card will be limited. It will expire on the last day of the month stated on the card. Rabobank may at all times change the validity of the card. It may also at all times issue a new card to the card holder.

## **Article 3**      **Rules and conditions**

- 3.1 The card holder will exclusively use the card and the associated PIN code for the applications permitted by Rabobank, with due observance of the rules issued by Rabobank. Rabobank may at all times unilaterally restrict, change, expand or end the use of the card and the PIN code for one or more applications. This also holds true for the conditions and rules applicable to the applications. Rabobank will so notify the account holder and/or the card holder, for example through the website.
- 3.2 Rabobank will be authorised to (temporarily) set further rules with respect to the use of the card and the PIN code. It may, for instance, set limits, such as minimum and maximum amounts, or the number of units for each transaction, order and/or time unit.
- 3.3 Rabobank may at all times change the rules with immediate effect. Rabobank will notify the account holder and/or the card holder of any relevant changes pertaining to the card, for example through the website or through a message in an online service, or by amending the general or other terms and conditions applicable to the card. The account holder and/or the card holder will be obliged to observe and comply with the changed rules on time.
- 3.4 The account holder must ensure that each card holder will also at all times be aware of any and all current and amended general and/or special terms and conditions and rules applicable to the card. The account holder guarantees that each card holder will also comply with and observe such terms, conditions and rules.

## **B**                      ***Use and applications***

### **Article 4**      **Debiting of account upon use of card**

- 4.1 Rabobank will debit any amounts withdrawn or transferred using the card from the account. The account holder must ensure that the balance or the unused portion of the credit facility in the account will suffice in respect of such debiting.
- 4.2 For amounts in a currency other than the euro, Rabobank will debit the counter value of such amounts from the account in euros. Rabobank will determine the counter value in the way set forth in the Article titled "Currency" of these general terms and conditions.

### **Article 5**      **Use of card for payment transactions and other applications**

- 5.1 The card holder may use his/her/its card to dispose of the account on the basis of the applications. In some cases, the card holder may also use the card for other purposes, for example to identify him-/herself as a subscription card holder in bicycle parking facilities. Rabobank will determine the other purposes for which and the other parties in respect of which the card may be used. As from a moment to be determined in more detail, the card holder will be able to use the card in public transport. Once it is possible to pay for public transport using a card, Rabobank will set forth, for example through the website or an online service, how this works and how payment will be processed.
- 5.2 The general rules with respect to payment transactions applicable to an account will also apply to any and all payment and other transactions carried out with the card. The special or other conditions and rules applicable to the account and/or any online services will also apply, unless these general terms and conditions expressly provide otherwise.
- 5.3 Card holders that can carry out payment transactions with the card as attorneys in fact or statutory or other representatives may not carry out such payment or other transactions until they have taken note of the conditions and rules referred to above and act upon such conditions and rules. The account holder guarantees this in respect of Rabobank.
- 5.4 The account holder will be obliged to fully, correctly and continuously inform the card holder representing him/her/it about the currently applicable conditions and rules for the performance of payment transactions and the use of applications with a card. Any and all legally binding or other acts that the card holder carries out with a card will be for the account holder's account and risk.

- 5.5 The card holder can use his/her/its bank card, if need be in combination with another tool, to do banking or other business with Rabobank and/or with third parties, such as concluding an agreement with Rabobank through an online service or carrying out any other legally binding acts in the event that Rabobank so agreed with the account holder and/or the card holder. The account holder agrees that Rabobank and the card holder (as the account holder's attorney in fact or statutory or other representative) may agree that the card can also be used for applications pertaining to the card holder him/-her-/itself (or to the card holder's account and applications).
- 5.6 Once the card holder has used a new or changed application to be used with a card, he/she/it will in any case (also on the account holder's behalf) be deemed to have accepted that new or changed application, as well as the general or other terms and conditions and rules applicable to that application.

## **Article 6 Making payments and withdrawing cash with card**

- 6.1 With his/her/its card, possibly in combination with the associated PIN code, the card holder may use cash dispensers and pay machines suitable for that purpose that bear the same logo as the logo on the card. When using a cash dispenser or pay machine, the card holder must strictly follow the applicable instructions for use, including those displayed on the cash dispenser's or pay machine's screen.
- 6.2 The card holder irrevocably consents to the payment transaction by entering the card into the cash dispenser or pay machine, entering the PIN code and pressing the "OK" (or similarly called) button.
- 6.3 Abroad, the card holder may in some cases have to sign the slip issued by the pay machine if the use of the PIN code is impossible on that pay machine. By signing the slip, the card holder irrevocably consents to the payment order.
- 6.4 On some pay machines, the card holder will be able to pay with the card without using the PIN code, and without the card holder receiving a slip issued by the pay machine that is to be signed by him/her. In that case, the card holder irrevocably consents to the payment order by putting the card into the pay machine and confirming the payment order if so requested.
- 6.5 The card holder can use his/her/its credit card to pay companies that are recognisable by the logo on the credit card, even if there is no pay machine. In case of a transaction without a pay machine, the card's data must be registered. This is done by copying the card's data onto a form to be dated and signed by the card holder, stating the total amount payable. By signing, the card holder consents to the payment order.
- 6.6 The card holder can use his/her/its credit card to pay amounts in euros and in other currencies through the Internet. The card holder can consent to the relevant payment order in two ways.
- By entering, on the relevant website of the party whom or which the card holder is paying, the credit card number, its due date and the 3-digit number on the reverse side of the credit card
  - By entering and confirming a personal secret code on the payee's website. The card holder can create a personal secret code (the "S code" of the Random Reader or the "signing code" of the Rabo Scanner) using a tool suitable for that purpose and made available by Rabobank, such as the Random Reader or the Rabo Scanner, the credit card and the PIN code associated with the credit card.
  - Should any other ways of consenting to the payment order be required, Rabobank will communicate, for example through the website or an online service, how these work and how payment will be processed.
- How payment can be made will be stated on the website of the party whom or which the card holder is paying. A maximum amount for each payment order and for payment orders over a specific period will apply. A payment order within the meaning of this Article cannot be revoked.
- 6.7 The card holder can use his/her/its credit card to withdraw cash at home and abroad at offices of the bank or other offices that are recognisable by the logo on the credit card. Those offices may request that valid means of identification acceptable to the office in question be produced at the same time. The card holder will consent to the payment order by signing the form intended for that purpose.

## **Article 7 Contactless payment**

- 7.1 In the event that the card features a contactless payment functionality, the card holder may also carry out contactless payment transactions with the card. This will be possible at a pay machine for contactless payment that is recognisable by the "contactless payment" logo also featured on the card.
- 7.2 The card holder can make contactless payments with a specific card:
- after first carrying out a payment transaction in the Netherlands with that card and the associated PIN code, as described in the Article titled "Making payments and withdrawing cash with card" of these general terms and conditions; or
  - after first checking with that bank card on a Rabobank cash dispenser in the Netherlands the balance in the account of which the card holder can dispose with that bank card.
- 7.3 The account holder and/or the card holder may agree with Rabobank that the card holder cannot make contactless payments with a specific bank card.

## **Article 8 Contactless payment without PIN code at pay machine**

8.1 The card holder consents to a contactless payment order without PIN code by holding his/her/its card against the pay machine for contactless payment. After the card holder has held his/her/its card against the pay machine, he/she/it can no longer revoke the payment order. The excess [eigen risico] described in the Article titled "Liability of account holder" does not apply to contactless payment transactions without PIN code.

8.2 In the Netherlands and in most other euro countries, two maximum amounts apply to contactless payment transactions. The card holder can take note of those amounts through the website. Should one of the maximum amounts for contactless payment transactions be exceeded, the card holder must:

- 1 enter his/her/its PIN code and press the "OK" (or similarly called) button in respect of the payment order, thus consenting to that payment order; or
- 2 enter his/her/its card into the pay machine, enter the associated PIN code and press the "OK" (or similarly called) button, thus consenting to the payment order.

In some euro countries, other maximum amounts apply. The card holder can take note of those amounts through the website.

8.3 For non-euro countries, the following applies to contactless payment transactions without PIN code.

- Each country applies its own maximum amount.
- The card holder will always need his/her/its PIN code to carry out payment transactions exceeding that maximum amount.
- The card holder may carry out no more than two consecutive contactless payment transactions without PIN code. He/she/it will always need his/her/its PIN code for each third consecutive contactless payment transaction. The card holder can take note of the maximum amounts for EU countries and for a number of much visited countries through the website.

8.4 There will be no further consecutive contactless payment transactions without PIN code if the card holder in-between:

- carries out a payment transaction with the card and PIN code by entering his/her/its card into a pay machine;
- carries out a contactless payment transaction with the card and PIN code;
- withdraws money from a cash dispenser with the card and PIN code; or
- uses his/her/its card at a Rabobank cash dispenser to check the balance.

## **Article 9 Contactless payment with bank card and PIN code at pay machine**

The card holder consents to a contactless payment order with PIN code by:

- holding his/her/its card against the pay machine for contactless payment;
- entering the associated PIN code; and
- pressing the "OK" (or similarly called) button.

## **Article 10 Cash Back on Card [Retourpinnen]**

10.1 The card holder may use his/her/its card for receiving cash back on it [Retourpinnen] at pay machines suitable for that purpose. Using the Retourpinnen cash-back option, the party to whom or which payment was made earlier with a card (hereafter: the "payer") can repay an amount paid earlier with a bank card or a credit card to the card holder. If the card holder uses the bank card in respect of Retourpinnen, Rabobank will credit the amount to be received to the account linked to that bank card upon receipt by Rabobank of the amount and the data needed for the crediting. If a credit card transaction is reversed in respect of the card holder, the amount will be stated in the credit-card statement as a credit amount. Such reversal will be processed as described in Article 15 of these general terms and conditions.

10.2 Outside Europe, the card holder must, if so requested by the pay machine, also enter his/her/its PIN code on the pay machine. The card holder can also use the Retourpinnen cash-back option with his/her/its card in countries in which the card holder cannot withdraw money from a cash dispenser or effect payment transactions at a pay machine with his/her/its bank card.

10.3 In case of Retourpinnen, the card holder will be provided with a slip containing at least the following data: the date and time of the Retourpinnen cash-back transaction, the pay machine number, the amount and a statement that the transaction has been approved. In some cases, the slip will also feature the payer's signature.

10.4 Following a Retourpinnen cash-back transaction, the card holder must request the slip from the pay machine (in other words, not only the cash register receipt). The card holder must check that slip for the items mentioned above. The card holder must also keep the slip.

10.5 Even if the card holder has a slip stating that the Retourpinnen cash-back transaction was approved, Rabobank cannot guarantee that the amount in question will be credited to the account. The card holder can notify Rabobank of the non-crediting of his/her/its account. In that case, the "failure to receive Retourpinnen cash-back transaction" procedure will be initiated. As part of that procedure, the card holder must submit to Rabobank the slip stating that the Retourpinnen cash-back transaction was approved. On the basis of that slip, Rabobank can determine the payer's bank and ask it to carry out the Retourpinnen cash-back transaction.

The payer's bank will then assess and ultimately decide whether the amount of the Retourpinnen cash-back transaction will be paid into the account. Rabobank plays no part therein.

#### **Article 11 Limits**

- 11.1 Rabobank will set spending limits, as well as daily, weekly or monthly limits, for a card, and the limits for each currency, time unit, application, banking institution, country, the number of transactions to be carried out by the card holder and/or the amounts the card holder can dispose of, unless Rabobank and the account holder have agreed otherwise. The spending limit will depend on, among other things, the balance in combination with any credit facilities in the account. In addition to these limits, there may be different limits for each cash dispenser or pay machine, for instance depending on the country or the owner of the machine.
- 11.2 Rabobank may change spending limits and/or set new ones.
- 11.3 Rabobank will enable the account holder and/or the card holder to take note of the card's standard limits (to be changed) through the website.

#### **Article 12 Reserve**

In the event that the card holder makes payment with a card, Rabobank may form a reserve in the amount of that payment. This means that the amount will not immediately be debited from the account, but will first be reserved and debited at a later stage, for example in the event that the card holder pays or withdraws an amount abroad with his/her/its bank card. Similarly, in the event that the card holder makes payment at an unstaffed filling station, an amount will first be reserved in the account. As from a moment to be determined in more detail, the card holder will give Rabobank permission for the amount of such reserve. The reserved amount will not be visible in the account information. A reserve entails that the unused part of the spending limit will temporarily be limited by the amount of the reserve. In case of a reserve in respect of which the credit card has been used, it may take a maximum of 20 business days for the reserve to lapse.

#### **Article 13 End of use of card; barred use of card**

- 13.1 Every account holder or Rabobank may terminate an individual card as per Rabobank's rules. Rabobank will not be required to refund any costs already paid (in advance) for a specific period for that card. Upon the end of the agreement, the card holder must destroy the card by cutting the chip and the magnet strip into pieces. Please note that Rabobank will never ask its customers to return an old card.
- 13.2 The card holder may no longer use the card in the following cases.
  - Rabobank requests the card holder in question to stop using the card.
  - The card is no longer valid.
  - The card holder still has the card in his/her/its possession or regains possession of the card following any report of the card's loss, theft, misuse or counterfeiting (or any suspicion thereof).
  - The account and/or the agreement is/are terminated or ends/end on any other grounds.
  - The balance in the account is placed under administration.
  - An attachment is levied on Rabobank to the detriment of the account holder or satisfaction is otherwise sought from the account and/or Rabobank applies for this.
  - The account holder dies or is placed under legal guardianship.
  - The account holder has gone bankrupt or has been granted a suspension of payments, a statutory debt relief scheme has been declared applicable to him/her/it, his/her/its bankruptcy or suspension of payments has been applied for, or a request for a statutory debt relief scheme has been filed.
  - An account holder terminates the individual power to dispose of the account (to the extent that the account is maintained for multiple account holders).
  - The statutory representative loses such power.
  - The account holder or the card holder fails to fulfil his/her/its obligations in respect of Rabobank.
- 13.3 Rabobank may bar the use of the card on the grounds of, among other things, reasons relating to:
  - a all cases listed in paragraph 2; and/or
  - b the considerably increased risk that the account holder will not be able to fulfil his/her/its payment obligations. In case of the barred use of the card, Rabobank will inform the account holder and/or the card holder about such barred use and the reasons for it. Rabobank will not do so if it has good reason not to do so, such as out of safety considerations or for privacy reasons.

#### **Article 14 Incidents with card or PIN code**

- 14.1 The card holder must observe Rabobank's rules in the cases set forth below.
  - The card's loss, theft, misuse or counterfeiting (or any suspicion thereof)
  - Any knowledge (or any suspicion thereof) of the card's PIN code on the part of third parties
  - The card's refusal, taking in or invalidation by the electronic equipment intended for the use of one or more applications, which may happen if, for instance:
    - Rabobank has withdrawn authorisation for the use of the card;
    - erroneous PIN codes are used;

- the card has been damaged;
  - the electronic equipment intended for the use of one or more applications has been damaged and/or modified;
  - the card is not removed from the electronic equipment used on time; and/or
  - the card has become unusable (in any other way)
- 14.2 In the event that the card holder knows or suspects that a card has or may have been lost, stolen, misused or counterfeited, in the event that such card has not been returned to the card holder following a payment transaction, or in the event that the card holder notes that one or more payment transactions have taken place with that card that were not carried out by the card holder:
- he/she/it must at once so notify Rabobank or the helpdesk indicated by Rabobank (see the website) and immediately have the use of the card in question barred; and
  - should he/she/it, following such notification, still have that card in his/her/its possession or regain possession of that card, he/she/it may no longer use that card and must destroy it immediately by cutting the chip and the magnet strip into pieces.
- 14.3 Rabobank will ensure that the card holder can report his/her/its card's loss, theft, misuse or counterfeiting (or any suspicion thereof), or the knowledge or suspicion that the PIN code associated with the card is known to third parties, to a helpdesk communicated by Rabobank on a 24/7 basis. For more information, please consult the website. Following a report by the card holder as referred to in the preceding paragraph, Rabobank will immediately upon receipt thereof take appropriate measures to prevent misuse and make a new card available to the card holder as quickly as possible.
- 14.4 In respect of credit cards, Rabobank can, at the card holder's request, make a temporary credit card with limited applications available in specific cases (possibly through a third party). In case a temporary credit card is provided, Rabobank will inform the card holder about its limited applications.
- 14.5 In the event that a card holder knows or suspects that his/her/its PIN code is known to third parties, he/she it must promptly so notify Rabobank or a helpdesk indicated by Rabobank (see the website), stating the card's specification. Upon receipt of such notification, Rabobank will bar the further use of the card.
- 14.6 Following notification by the card holder of the card having been taken in, Rabobank will make the original or a new card available to the card holder as quickly as possible.
- 14.7 In the event that a card has been invalidated by the electronic equipment intended for the use of one or more applications, Rabobank will make a new card and/or a new PIN code available to the card holder as quickly as possible.
- 14.8 In the event that the card has been refused, taken in or invalidated by the electronic equipment intended for the use of one or more applications, Rabobank will, if possible and upon request, provide the card holder with the reason for this. Rabobank will not have to do so if not doing so is imperative within the context of fraud prevention and/or detection, and/or the security and/or protection of the interests of other customers.

## **C** *Special provisions for credit cards*

### **Article 15** **Payment to Rabobank**

- 15.1 Rabobank will periodically provide the account holder and/or the card holder with a credit-card statement. At the end of each month, the account holder will be obliged to pay Rabobank the full amount of the payment transactions effected with the credit card, including the temporary credit card, less any retransfers on the credit card listed in the same credit-card statement as the payment transactions. In the event that, at the end of the month, the amount received on the credit card on the basis of the Retourpinnen cash-back option and/or any retransfers exceeds the payment transactions effected by the card holder with the credit card during that month, the balance will be carried over to the next month. The account holder or the card holder may request Rabobank to credit that balance to the account.
- 15.2 The amount in question may (each time) be paid to Rabobank in various different ways. Rabobank will decide how and may also at all times change the procedure in the interim, for instance by:
- crediting the amount to an account (also) of the account holder;
  - disposing of each account and a credit facility, if any, (also) of the account holder with Rabobank, for which the account holder hereby grants Rabobank - to the extent necessary - irrevocable power of attorney with the right of substitution; and/or
  - the account holder issuing to Rabobank and/or a third party approved by Rabobank one or more SEPA direct-debit mandates as desired by Rabobank as soon as Rabobank so requests, in order to (each time) direct debit the amounts due from one or more accounts (also) of the account holder with Rabobank and/or another financial institution.

### **Article 16** **Remitting money to credit card**

- 16.1 Rabobank may offer the account holder the option of remitting money from his/her/its account to the credit card. In that case, Rabobank will determine for which credit cards this will be possible. Rabobank may make



- additional arrangements with the account holder and/or the card holder about the remittance of money to the credit card.
- 16.2 The money on the credit card is not covered by the Dutch deposit guarantee scheme [depositogarantiestelsel].
- 16.3 Rabobank will not pay any interest with respect to the money on the credit card and may charge interest with respect to such money.
- 16.4 In the event that it is possible to remit money to the credit card, the following will apply.
- The account holder and/or the card holder will remit an amount to an IBAN to be determined by Rabobank. Rabobank will subsequently ensure that such amount will be remitted to the credit card.
  - Payments can be made and money can be withdrawn with the credit card in the ways described in these general terms and conditions.
  - In the event that the card holder makes payment or withdraws money with the credit card, the amount in question will first be debited from the sum on the credit card, after which the money spent will be applied to the spending limit on the credit card.
  - The amount on the credit card may be spent at a pay machine or an online checkout system.
  - Money may also be withdrawn at a cash dispenser or at the counter.
- 16.5 Rabobank may in each instance limit the amount to be remitted to the credit card, as well as limiting the period during which an amount may be on the credit card. Rabobank may also set limits as to the total amount to be remitted to the credit card.

#### **Article 17      Repayment of money on credit card**

- 17.1 The account holder may request Rabobank to repay the money, if any, on the credit card. Rabobank will then return the full amount on the credit card to the account holder. As long as the card holder still has a credit card, the account holder may request Rabobank to repay the money (or any part thereof) on the credit card into the account linked to the credit card.
- 17.2 The procedure for requesting the repayment of money on the credit card is described on the website.
- 17.3 No costs will be charged for requests for the repayment of money on the credit card:
- as long as the card holder still has a credit card, which may also be a credit card other than the credit card that the card holder had when remitting money to the credit card; or
  - if the account holder and/or the card holder requests/request the repayment of money on the credit card within less than a year of the card holder no longer having a credit card of Rabobank.
- 17.4 In the event that the account holder and/or the card holder no longer has/have a credit card and requests/request the repayment of money on the credit card more than a year later, Rabobank may charge costs for this. Rabobank will have the right to retransfer the money on the credit card to the account, for instance where the account holder and/or the card holder fails/fail to fulfil his/her/its/their obligations.

#### **Article 18      Retransferring amounts**

- 18.1 In the event that Rabobank has charged one or more incorrect amounts to the account holder in connection with the payment transactions effected with the credit card, the account holder must so notify Rabobank in writing within 30 days, at the latest, of the credit-card statement that lists the said amount or amounts reasonably being able to be deemed to have reached the account holder. In that written notification, the account holder must also state the reason for the (alleged) inaccuracy. Upon receipt by Rabobank of the written notification within the period set, Rabobank will retransfer the amount or amounts (or any part thereof) that was/were incorrectly charged (to the account). In the event that a later investigation by or for the benefit of Rabobank shows that the amount or amounts was/were correctly charged, Rabobank will again charge the amount or amounts to the account holder, plus interest and any costs of retransfer and/or the investigation.
- 18.2 The right to a retransfer will not apply in the event that the payment transaction was processed properly but the card holder has a discussion with the party to whom or which the card holder made payment using the credit card, for example because the card holder has a complaint about the service provided or because products ordered by the card holder have not been delivered. In that case, Rabobank correctly charged the amount, because the card holder consented to a payment transaction effected with a credit card in a way described in Article 6, for example by putting the credit card into the pay machine, entering the PIN code and pressing the "OK" (or similarly called) button.



## **D** **Other provisions**

### **Article 19** **Obligations of card holder**

19.1 The card holder must handle the card and the associated PIN code with due care, and take any and all reasonable measures to safeguard the safety of the PIN code and the card. In doing so, the card holder must at least observe the rules to be determined in more detail by Rabobank. "Reasonable measures" will in any case include:

- at all times storing or keeping the card in a place not accessible to another party; and
- memorising the PIN code.

The card holder will be responsible for the card and the associated PIN code (and/or their use) as from the moment of which the card and PIN code were made available to him/her/it. Rabobank will inform the card holder to the best possible extent about the precautionary measures to be taken. The card holder will be obliged to take the measures prescribed by Rabobank to prevent any unauthorised use of the card. The card holder must have the use of the card barred if there is reason for this. This in any case includes the reasons listed in Article 13, paragraph 2, of these general terms and conditions. The card holder will be obliged to take note, on a regular basis, of the current information of or on behalf of Rabobank about the measures to be taken by the card holder to prevent fraud, such as through the website.

19.2 The card holder will be obliged to always store the card safely. The card holder has stored the card safely only if he/she/it:

- keeps the card in his/her/its wallet or a comparable storage place, and keeps it out of sight of other parties when the card holder does not use it;
- stores the card out of sight of other parties;
- stores the card so that other parties cannot reach for it unnoticed; and
- takes good care not to lose the card.

19.3 The card holder will be obliged to always use the card safely. The card holder will use the card safely only if he/she/it:

- never gives the card to another party, even if that party wishes to be of service to the card holder, unless the card holder uses the card at a pay machine and constantly keeps it in sight;
- keeps an eye on the card until the card holder has stored the card safely;
- always checks whether his/her/its own card has been returned to him/her/it upon the card's use;
- meticulously observes the rules displayed on a cash dispenser or a pay machine on checking the safety of that cash dispenser or pay machine;
- immediately contacts Rabobank or the helpdesk indicated by Rabobank in the event that the card was not returned to him/her/it following a payment transaction or a withdrawal at a cash dispenser;
- does not use the card if the card holder knows or suspects that the use of the card is or may be unsafe in a specific situation; and
- does not let him-/herself be distracted when using the card.

The card holder will be obliged to check whether the card is still in his/her/its possession at least once a day.

19.4 The card holder will be obliged to observe confidentiality as to the PIN code granted to him/her/it in respect of any party, including family members, housemates, fellow account holders and attorneys in fact, and may not state the PIN code on the card. The card holder will be obliged to destroy the letter by which the card holder receives the PIN code immediately upon opening that letter and reading the PIN code. The card holder must memorise the PIN code. In the event that the card holder genuinely cannot remember the PIN code, he/she/it may make a note of the PIN code, but only if he/she/it does so in a form not recognisable as such to third parties and does not keep such note on or with the card. In the event that the card holder chooses or changes the PIN code him-/her-/itself, the PIN code chosen must not be easy to guess.

19.5 The card holder will be obliged to use the PIN code granted to him/her/it safely. The card holder will use the PIN code safely only if:

- he/she/it takes any and all necessary precautionary measures as a result of which others cannot see, read or otherwise get to know the PIN code when the card holder is entering the PIN code on, for example, a cash dispenser or a pay machine;
- he/she/it refuses to accept any help from another party when entering the PIN code;
- the PIN code chosen is not easy to guess in the event that he/she/it chooses or changes the PIN code him-/her-/itself.

Non-compliance by the account holder and/or the card holder with the provisions laid down in this Article will lead to liability on the part of the account holder in conformity with the provisions laid down in the Article titled "Liability of account holder" (and, in the event that the card holder is an attorney in fact, also to liability on the part of the attorney in fact in conformity with the provisions laid down in the Article with that title).

## **Article 20 Liability of account holder**

In the cases below, the account holder will be - jointly and severally - liable for any use of the card (and/or the consequences thereof), even if an obligation to return or destroy the card has arisen.

- a The account holder will be fully liable in the event of an intentional act or omission, or gross negligence on the part of the account holder and/or the card holder, without prejudice to Rabobank's obligation to limit damage (or prevent it from arising). There will in any case be an intentional act or omission, or gross negligence on the part of the account holder and/or the card holder in the event that the card holder failed to safeguard the confidentiality of the PIN code and/or the safety of the card, any non-permitted payment transactions are effected with the card or the card is used wrongfully. Furthermore, there will in any case be an intentional act or omission, or gross negligence on the part of the account holder and/or the card holder in the event that the card holder carries out or has carried out any non-permitted payment transactions as a result of the card holder acting fraudulently, or intentionally or grossly negligently failing to fulfil one or more obligations with respect to the card.
- b In addition, the account holder will be liable for the consequences of any unauthorised use prior to him/her/it reporting the card's loss, theft, misuse or counterfeiting (or any suspicion thereof), or the knowledge or suspicion that the PIN code associated with the card is known to a third party. Such liability will not exceed a total amount of one hundred and fifty euros (€150) if the card has been used in combination with the associated PIN code. However, without prejudice to the provisions laid down in this Article, the account holder will not be liable for the consequences of any unauthorised use of the card in relation to parking meters, parking garages and/or toll roads. In this connection, however, payment transactions as referred to in Article 6, paragraph 4, or Article 8, paragraph 1, of these general terms and conditions must be involved, and the card holder must have fully observed the rules issued by or on behalf of Rabobank, the agreement and the provisions laid down in the applicable conditions.
- c The limitation of the account holder's liability as referred to in paragraph b. will lapse in the event that Rabobank can demonstrate that:
  - the card holder failed to report an incident as referred to promptly upon detecting it to the helpdesk indicated by Rabobank; such limitation then being reduced by the amount of the unauthorised payment transaction or transactions taking place as from that moment up to the moment of reporting the incident; and/or
  - the unauthorised payment transaction or transactions could take place because the card holder failed to fulfil his/her/its obligation to observe confidentiality with respect to the PIN code granted to him/her/it; such limitation then being reduced by the amount of the unauthorised payment transaction or transactions taking place up to the moment of reporting the incident.
- d The amount referred to in paragraph b. for which the account holder is liable will be increased by the amount of the unauthorised payment transaction or transactions taking place as from three business days of Rabobank making available the statement regarding the account or any other statement listing an unauthorised payment transaction for the first time up to the moment of reporting the incident.
- e The amount for which the account holder will be liable on the grounds of paragraph b., c. or d. will not exceed the individual limits applicable to the relevant card holder.

## **Article 21 Liability of attorney in fact and/or statutory representative**

Together with the account holder, the card holder will be jointly and severally liable in full for any use of the card (and/or the consequences thereof), even if an obligation to return or destroy the card has arisen:

- a in the event and to the extent that the card holder has used the card in violation of rules issued by Rabobank, the agreement and the provisions laid down in the applicable conditions;
- b in the event of an intentional act or omission, or gross negligence on the part of the card holder, without prejudice to Rabobank's obligation to limit damage (or prevent it from arising); and/or
- c in the event that such use takes place prior to reporting the card's loss, theft, misuse or counterfeiting (or any suspicion thereof), or the knowledge or suspicion that the PIN code associated with the card is known to third parties, to the extent that Rabobank can demonstrate that:
  - the attorney in fact failed to report such incident promptly upon detecting it to Rabobank or to the helpdesk indicated by Rabobank; and/or
  - the unauthorised transaction or transactions could take place because the card holder failed to fulfil his/her/its obligation to observe confidentiality with respect to the PIN code granted to him/her/it.

The amount for which the card holder will be liable on the grounds of the cases listed in paragraph c. will not exceed the individual limits applicable to him/her/it.

## **Article 22 Limitation or exclusion of liability**

22.1 Rabobank will not be liable for:

- a. the consequences of not or no longer being able to use the card and/or an application, due to any cause whatsoever;
- b. the refusal, for example by a third party or an automated system forming part of the payment process, to accept the card for any reason whatsoever;
- c. non-current, incorrect or incomplete information (regarding the balance), credit-card statements and/or calculations;

- d. the non-functioning or defective functioning of the card;
  - e. the non-functioning or defective functioning of web, telecommunications and/or other services, and/or equipment and/or software of the account holder, the card holder and/or Rabobank that is/are necessary for the use of the card;
  - f. the unauthorised use of a PIN code and/or a card up until the moment at which Rabobank has received notification thereof as described in the Article titled "Incidents with card or PIN code";
  - g. the act or omission to act on the part of the account holder and/or the card holder in violation of a provision laid down in the agreement, these general terms and conditions and/or other conditions that (also) apply to the card; and/or
  - h. the failure by the account holder and/or the card holder to observe Rabobank's rules, and/or their incomplete and/or late observance.
- 22.2 Rabobank's liability as referred to in this Article and/or in Article 7:548 of the Dutch Civil Code [Burgerlijk Wetboek] will not in any way apply in any abnormal and/or unforeseen circumstances beyond Rabobank's control, the consequences of which could not be prevented, despite any and all reasonable precautionary measures, even if Rabobank has statutory obligations. Such circumstances will in any case comprise (a) threatening, materialising or existing:
- international conflict;
  - violent, terrorist or armed action;
  - measure of any domestic, foreign or international government;
  - measure of any domestic, foreign or international supervisory or other authority;
  - boycott;
  - labour unrest at third parties or among Rabobank's own personnel;
  - interruption in the power supply or communication lines, or equipment or software of Rabobank or third parties;
  - natural disaster;
  - fire;
  - flooding;
  - robbery;
  - nuclear disaster;
  - pandemic; or
  - any other case of force majeure.
- 20.3 Should Rabobank be liable, Rabobank's liability will be limited to the obligation to pay the account holder any loss of interest only by way of damages, up to a maximum of two hundred and twenty-five euros (€225) for each breach and for each series of related breaches. Rabobank will not be liable for any other direct or indirect damage.

## **Article 23 Information**

- 23.1 Rabobank provides the account holder with (account) information in a way to be determined by Rabobank and/or allows the account holder to take note of (account) information, which includes the electronic provision of such (account) information. Such (account) information will, for example, state the amounts of the payment transactions effected with the card.
- 23.2 Rabobank will need to make information available to one account holder only. That account holder will be obliged to also give this information to the other account holders and/or, to the extent necessary, to card holders and/or substituted or other attorneys in fact.
- 23.3 The account holder must immediately check the (account) information provided to him/her/it by Rabobank. In the event that Rabobank allows the account holder to take note of (account) information (for instance through an online service), he/she/it must check the (account) information at least once every seven days.
- 23.4 The account holder must immediately notify Rabobank of any inaccuracies in the (account) information.
- 23.5 The content of any (account) information provided and/or made available by Rabobank is considered to have been approved by the account holder in the event that the account holder failed to contest such content within 13 months of the (account) information being able to be deemed to have reached the account holder. In the event that the (account) information contains calculation errors, Rabobank will be authorised and obliged to also correct such calculation errors after the said 13-month period has passed.
- 23.6 In the event and to the extent that the applicable privacy laws, rules and regulations allow such, Rabobank will be entitled:
- to place data that it can dispose of regarding the account holder and/or the card holder in the broadest meaning of the words, including the agreement, the account and the rights and security (also) attaching thereto, at the disposal of business units of Rabobank Group within the framework of efficient operations, including the acceptance policies at group level and the relationship management activities in respect of the account holder, as well as making data available in view of the performance of the agreement between the account holder and Rabobank, the provision of advice to the account holder, and activities geared to guaranteeing the financial sector's safety and integrity;

- to process any personal or other data of the account holder and/or the card holder and payment order data (or have such processed) abroad;
  - In doing so, personal data may also be shared with countries outside the European Union. This may lead to the transfer of such data to third parties in countries that do not provide the same level of protection for personal data as is common in the European Union. The authorities of those countries, be they in or outside the European Union, can investigate such data, both during and after their processing. This may, for instance, be done by a supervisory authority or another competent body that must give Rabobank information on the basis of an agreement or the law, or a supervisory authority that requests the account holder's personal data within the framework of an investigation, during or after their processing. Any parties engaged by Rabobank may also ask Rabobank for additional data regarding the account holder, for instance to be able to comply with their laws. Rabobank may then ask the account holder for his/her/its permission to provide data about him/her/it. In the event that Rabobank does not give the information referred to above, for instance because the account holder does not want this or because Rabobank is not allowed to give such information, this may have consequences for the services provided to the account holder. For example, payments cannot be effected (temporarily) or Rabobank must terminate the agreement with the account holder. In carrying out a payment order, Rabobank includes the payer's or payee's name, address and city. Prior to a payment order, Rabobank does not provide any address and/or city relating to an account holder with an IBAN with Rabobank.
  - to provide any and all personal or other data that it can dispose of regarding the account holder and/or the card holder in the broadest meaning of the words to a legal successor of Rabobank.
- 23.7 For security reasons, Rabobank may retain historical or other data regarding the payment transactions effected with the card holder's card, and on the use of the Internet, such as IP addresses, machines, devices, software and sessions with Rabobank's systems if a card is used in these respects. In conjunction with the data already known regarding the account holder and/or the card holder, such data will be used, among other things, to improve banking safety and to organise Rabobank's services to the best possible extent. In specific cases, Rabobank reserves the right to ask the account holder and/or the card holder for additional data. Rabobank may combine such additional data with the data Rabobank already had.

#### **Article 24 Evidence**

Any and all data kept by Rabobank, for instance regarding the performance or the use of the agreement, an account, a card, an online service or a PIN or other security code, will constitute full evidence in respect of the card holder and/or the account holder. This also holds true for data of other parties that Rabobank engaged. The card holder and/or the account holder may at all times submit evidence to the contrary. The Article laid down in the General Banking Conditions regarding "Evidence and record keeping period of bank records" will also continue to apply.

#### **Article 25 Currency**

Any amounts owed on the basis of the agreement, any power of attorney, these general terms and conditions and/or any rules will be charged to the account holder in euros. Any payment transactions in a currency other than euro will be converted into euros in a way to be determined by Rabobank and on the basis of an exchange rate and exchange rate date to be determined by Rabobank. In doing so, Rabobank may apply an exchange rate margin. Rabobank may at all times change the value date, the exchange rate date, the exchange rate, the conversion method and the exchange rate margin.

### ***E Final provisions***

#### **Article 26 Costs**

- 26.1 Rabobank will be authorised to (periodically) charge costs to the account holder for making a card available and/or for the use of a card. In addition, Rabobank will be authorised to charge costs for legally binding or other acts that are and/or have been carried out by the card holder using a card. Rabobank will so notify the account holder, for instance through the website or an online service.
- 26.2 Rabobank will at all times be authorised to change such costs, the payment date, the calculation period and the calculation method. Rabobank will so notify the account holder, for instance through the website or through a message in an online service.

#### **Article 27 Merger; transfer; demerger; pledging**

- 27.1 Following Rabobank's legal merger or demerger, 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.
- 27.2 Rabobank may transfer or pledge, in whole or in part, the rights ensuing from the agreement and/or its legal relation or relations with the account holder and/or the card holder, as well as the related accessory or other rights to, or enter into a financial security agreement with, a third party. As these general terms and conditions

become applicable, the account holder and/or the card holder will grant or has/have granted Rabobank permission for this in advance.

- 27.3 Following a merger, demerger, transfer, pledging or conclusion of a financial security agreement, any use of the word “Rabobank” in the agreement and in the general or other terms and conditions declared applicable therein must be understood to include the legal successor or successors of “Rabobank”.

#### **Article 28 Amending and supplementing general terms and conditions**

Rabobank will at all times be authorised to supplement and/or, in whole or in part, amend and/or replace these general terms and conditions (electronically), and/or to declare any special terms and conditions applicable. It will so notify the account holder and/or the card holder (possibly electronically) at least 30 days before such supplement, amendment and/or replacement, and/or the special terms and conditions, will take effect, or allow him/her/it/them to take note thereof.

In the event that the account holder and/or the card holder does/do not agree to a supplement, amendment and/or replacement, and/or to the special terms and conditions, he/she/it/they must so notify Rabobank in writing within the said 30-day period. He/she/it/they must also return the card to Rabobank before the end of the said 30-day period or, in the event and to the extent that Rabobank has so determined, make the card available to Rabobank in any other way or destroy it.

In the event that the account holder and/or the card holder does/do not agree to a supplement, amendment and/or replacement, and/or to the special terms and conditions, as a consequence of which that account holder or card holder returned the card to Rabobank before the end of the 30-day period referred to above, that account holder or card holder can in fact no longer use any other services provided by Rabobank that require the use of the card.

#### **Article 29 Dutch Credit Registration Office (“BKR”)**

In the event that the account holder is a natural person, Rabobank may have to report the account holder’s obligations in respect of Rabobank to the Dutch Credit Registration Office [Bureau Krediet Registratie, “BKR”] in Tiel, the Netherlands. Rabobank may also notify BKR of the account holder’s non-payment or late payment.

#### **Article 30 Declaring laws, rules and regulations non-applicable**

The Articles from EU Directive 2015/2366 implemented in Book 7 of the Dutch Civil Code about which that Directive provides, in Articles 38 and 61, that they can be agreed to be inapplicable if the account holder is not a consumer will not be applicable to the agreement and these general terms and conditions.

#### **Article 31 Residence**

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

