



Rabobank

General Terms and Conditions for Online Business Services

2017

Section 1 What do we mean by specific words?

We make use of specific words in the agreement and in these General Terms and Conditions. The meanings we assign to a number of these specific words are listed below.

App	an application you can use for an online service.
Messages	an inbox in Rabo Internet Banking (Professional) and Online Banking in which we may post information for you.
Security code	a personal and secret code, such as the PIN code for a card, the login code or signing code of the Rabo Scanner, the I code or the S code for the Random Reader, or the access code for Online Banking or the Rabofoon.
User	every natural or legal person who may perform legal and other acts in an online service on your behalf.
Appliance	an aid that we provide to you for the use of an online service, for example a Rabo Scanner or a card.
Incident	an event that results in you or a user realising or suspecting that someone else can make use of your account, device, card, security code and/or online service. This can, for example, occur following the loss, theft, misuse or forgery of a card and/or security code. This can also be indicated by the occurrence of an odd or unusual situation, such as a change in the login procedure for your online service.
Information	all notices, confirmations, documents, general and product terms and conditions as well as amendments thereto, manuals or instructions, account and other statements and commercial and other communications that we provide to you.
Online service	we use this term to refer to Rabo Internet Banking (hereinafter referred to as "RIB"), Rabo Internet Banking Professional (hereinafter referred to as "RIB Pro"), Online Banking, Rabofoon and other joint or individual online services that we provide to you.
Agreement	all agreements between you and us on online services and their use, including these General Terms and Conditions and instructions.
Card	a bank or other card or credit card that you can use for online services.
Account	every account you hold with us that you may access using online service. This can be an account in your name, a joint account which includes your name or an account you are authorised to access on behalf of the holder.
Device	a unit registered with us for the use of an online service.
You/Client	the natural or legal persons with whom we have jointly and individually concluded the agreement. "You" and "client" also refer to all your legal successors.
Instructions	the regulations, manuals, directions, instructions, requirements and limitations relating to and governing the use of online services as posted on our website or brought to your attention in a message to your "Messages" or communicated to you by other means.
Website	www.rabobank.nl or a website in replacement thereof, including subpages and links.
We/Bank	the bank with which you have concluded the agreement. "Bank", "We" and "our" also refer to all our legal successors.
App	an application you can use for an online service.
Messages	an inbox in Rabo Internet Banking (Professional) and Online Banking in which we may post information for

	you.
Security code	a personal and secret code, such as the PIN code for a card, the login code or signing code of the Rabo Scanner, the I code or the S code for the Random Reader, or the access code for Online Banking or the Rabofoon.
User	every natural or legal person who may perform legal and other acts in an online service on your behalf.
Appliance	an aid that we provide to you for the use of an online service, for example a Rabo Scanner or a card.
Incident	an event that results in you or a user realising or suspecting that someone else can make use of your account, device, card, security code and/or online service. This can, for example, occur following the loss, theft, misuse or forgery of a card and/or security code. This can also be indicated by the occurrence of an odd or unusual situation, such as a change in the login procedure for your online service.
Information	all notices, confirmations, documents, general and product terms and conditions as well as amendments thereto, manuals or instructions, account and other statements and commercial and other communications that we provide to you.
Online service	we use this term to refer to Rabo Internet Banking (hereinafter referred to as "RIB"), Rabo Internet Banking Professional (hereinafter referred to as "RIB Pro"), Online Banking, Rabofoon and other joint or individual online services that we provide to you.
Agreement	all agreements between you and us on online services and their use, including these General Terms and Conditions and instructions.

Section 2 Which agreements govern online services?

1. Use of online services

Have you concluded an agreement with us for the use of an online service? If so, you may use the online service solely for your own professional or business purposes.

2. What can I do with an online service?

1. Our website provides information about options for the use of online services.
2. You can use an online service to conduct banking and other business with us on your behalf or on the behalf of others. You can, for example, conclude or amend an agreement, issue a payment order or request advice.
3. Have you received an agreement or amended agreement sent by us via an online service? If so, you will need to ensure that you can always consult this agreement or amended agreement in some other manner, for example by printing the agreement or downloading and saving the file to your hard disk.
4. Agreements concluded or to be concluded between you and us using an online service are not governed by Articles 227b (1) and 227c of Book 6 of the Dutch Civil Code.

5. We may provide you information using an online service. This information can, for example, relate to advice you have requested from us, or about other products that you have arranged with or via us. Further agreements about information are enclosed in the "Information" Article.

3. What do I need to use an online service?

1. You need one or more security codes to make use of an online service. You also need an appliance to make use of online services, such as a card.
2. You need a card to make use of specific online services. The use of a number of cards is governed by specific product and other terms and conditions. These General Terms and Conditions specify the agreements supplementary to the agreements governing the use of a card as an appliance to access an online service.

4. Appliance

1. You receive the appliances from us that you need to make use of our online services. You may use these during the term of your agreement. You may not pass on or sell these appliances to another person and you may not allow others to use the appliances. However, you may do so when we allow this, for example for use by a user. We may also issue you instructions for this use.
2. A card is strictly personal. You may not give a personal pass to another person or allow another person to make use of your card.
3. You may use an appliance solely for the purposes specified by us.
4. We determine the type of appliance and the number you will receive. When, for example, batteries are required for specific appliances, then you will need to purchase the batteries at your own expense.
5. The appliances remain our property and/or the property of third parties.
6. When we so request you:
immediately stop using an appliance;
destroy the appliance;
hand in the appliance to us or another party designated by us. (Note! We will never ask you to hand in your card. You should destroy your card once you have received a replacement card).
start using other recommended appliance.
7. You are responsible for loss incurred as a result of the theft or loss of, damage to and/or the destruction of an appliance. Any costs we incur in replacing or repairing this appliance will then be for your account.
8. When you know or suspect that there has been an incident with the card then you must immediately notify the reporting centre referred to in the "Incident reporting centre" Article.

5. Limits

1. Limits are imposed on payment orders issued using various online services. These limits are published on the website.
2. You may also find, set and/or amend the limits for certain online services.

3. We may amend limits and specify new limits at any required time. We will then inform you accordingly.

6. Liability in the event of more than one client

What is the situation when more than one client is involved, for example in a general or other partnership?

- a. Each client is jointly and severally liable. We are entitled to hold each client to account to fulfil all agreements made with us in their entirety.
- b. We are also entitled to decide that one or more clients are no longer liable, or that the former spouse or former registered partner of a client is no longer liable. The other clients then remain jointly and severally liable.
- c. Has a client died? If so, the joint heirs are jointly and severally liable.
- d. We need to inform only one of you. We may also send notifications, make an offer and issue documentation to only one of you. You make sure that everyone receives this information.
- e. When one of you gives us notification or submits a request or application then we may assume that this is on behalf of all of you.

7. Authorisation in the event of more than one client

- a. Are you one of several clients? Are you, for example, one of the clients in a general or other partnership or a number of legal persons in a group? If so, you authorise each other. You grant the authorisation for the performance of legal acts relating to the agreement. Each of you can then separately perform legal acts relating to the agreement. You are all bound by these acts. "Legal acts" also include, for example, establishing security or reaching further agreements with us on the online service. In all cases, these legal acts also extend to acts that relate to another party acceding to the agreement, the acceptance of, for example, joint and several liability or the amendment of the agreement.
- b. Are you a legal person? If so, you authorise your director(s). This is also applicable to every future director. Is a director acting on your behalf? If so, we assume that due authorisation has been granted.
- c. The authorised person may give the authorisation to another person (right of substitution). The authorised person may also continue to make use of the authorisation.
- d. The authorisations do not expire on the death of the grantor of the authorisation, or when the court places the grantor of the authorisation under administration or guardianship.
- e. The authorisations are unconditional and can be revoked. Within this context "unconditional" means that no conditions are attached to the authorisation and "revoked" means that you can unilaterally amend or withdraw the authorisation. The other client or director is then unable to make further use of the authorisation. You can expect us to terminate acceptance of any such authorisation only once you have notified us that the authorisation has been revoked. You must notify us of any revocation in writing, unless we have agreed on another form of notification with you. The authorisation is terminated by no later than 5 working days after our receipt of this notification.
- f. We are always entitled to refuse acceptance of a legal act performed by an authorised person pursuant to the authorisation.

8. You also use an online service on another's behalf

1. When you, as an authorised person, may perform legal and other acts using an online service on behalf of another person, for example concluding agreements or making payments, then the following is applicable. You are under the obligation

to notify the grantor of the authorisation of each legal or other act that you perform on his behalf: for example, you must notify the grantor of the authorisation of each agreement you conclude on his behalf.

2. Have you been granted authorisation by another person to perform legal and other acts for him using your online service? If so, you must ensure that each grantor of authorisation is always cognisant of the instructions and conditions. You must also ensure that each grantor of authorisation observes the instructions and meets the conditions in the same manner as expected from you.

9. Instructions

You are under the obligation to observe our instructions. These instructions can, for example, relate to an online service and its safe use, the card, security code and the device and its safe use, as well as to the limits or the specifications to be met by your equipment for use with an online service, etc. Instructions may also be issued on a temporary basis.

9. Instructions

You are under the obligation to observe our instructions. These instructions can, for example, relate to an online service and its safe use, the card, security code and the device and its safe use, as well as to the limits or the specifications to be met by your equipment for use with an online service, etc. Instructions may also be issued on a temporary basis.

10. Amendments of instructions

1. We may amend or replace the instructions for an online service. We shall inform you of any new or amended instructions, for example by means of an announcement on the website or a message to your Messages or by an amendment of the prevailing general or other terms and conditions.
2. You must ensure that each user is always familiar with the instructions and conditions. You must also ensure that each user observes the instructions and meets the conditions in the same manner as is expected from you.

11. Use of an online service to conduct business with third parties

1. When included in the options for the use of an online service, you can also use an online service to conduct business with third parties, for example using Online Banking to apply for some forms of insurance from Interpolis.
2. We are not a party to any agreements you make with a third party in or via an online service. Nor are we responsible or liable for the fulfilment of the agreements reached between you and any such third party.

12. Use of an account in an online service

1. We are at all times entitled to determine whether an account may or may not be used with an online service. It is also possible that some online service options may be temporarily or permanently unavailable for specific accounts.

2. You may state a personal description for the accounts in online services. This description is solely for your internal purposes. We do not take this description into account in our provision of services.

13. Binding force of legal and other acts

1. Are legal and other acts – including acts of disposition – performed via an online service with the use of your card, device, fingerprint and/or security code? If so, you are bound by these acts. Legal acts include acts such as concluding an agreement with us or issuing us a payment order.
2. You are also bound by all legal and other acts another person performs on your behalf via an online service with the use of your card, device, fingerprint and/or security code, such as the actions performed by a user.

14. Performing acts without a signing code

In some instances you can adjust the settings so that you can perform an act without a signing code or S code, for example a payment to an unknown beneficiary. However, this increases the risk of someone performing an act that does not meet with your approval, for example when someone makes misuse of your access code. You are also bound by any such legal acts.

15. Performing acts with your fingerprint

1. When our apps support the use of fingerprint identification, you can enable the fingerprint scanner of your device. You are offered the following options when enabling the fingerprint scanner:
 - a. the use of your fingerprint to log in, or
 - b. the use of your fingerprint to log in and sign. You will then be able to log in with your fingerprint and, in certain instances, also sign with your fingerprint. Have you configured the use of your fingerprint for signing? And are you issuing a payment order? Or do you wish to conclude or amend an agreement with us? If so, you can agree to these by the use of your fingerprint when this does not require the use of your signing code.
2. You are not bound by legal and other acts performed via an online service with the use of your card, device, fingerprint and/or security code from the time that you have notified the reporting centre referred to in the "Incident reporting centre" Article. This has no consequences for the validity of legal acts performed before the notification of the incident.

16. Notifications

1. Has an incident occurred? For example, concerning your card, device, security code or online service? If so, notify us as soon as possible by calling the reporting centre referred to in the "Incident reporting centre" Article. You also need to submit written notification when we so request.
2. You give us all other notifications in writing, unless we determine that you may or must give us notification in some other manner. Notifications must be sent to the address stated in the agreement. Are you one of several clients? If so, we assume that a notification we receive from one of you is given on behalf of all or you.
3. We decide how we communicate notifications or information. We can also decide to make exclusive use of an online service such as RIB (Pro). We do not then need to make use of other forms of communication.

17. Our blocking of a security code, payment instrument or device

1. We are entitled to block your security code, payment instrument or device for the use of online services when we deem this to be necessary. We make prudent use of this entitlement, which we may exercise, for example, for security purposes due to unauthorised use, fraud or suspicions of fraud. We can also exercise this entitlement when we have reason to believe that you will not fulfil your payment obligations.
2. We shall notify you as quickly as possible of any block we impose on a security code, payment instrument or device. We shall inform you of the reasons if you so request. However, we will not inform you of the reasons when we have good reasons not to do so, for example to prevent fraud or protect the security or interests of others.
3. We are entitled not to implement a legal or other act performed by you or on your behalf when there are very good reasons not to do so, or when the implementation of the legal or other act is infeasible due to force majeure.
4. Has an event referred to in this Article occurred? If so, we will inform you accordingly. However, we are not required to inform you when:
 - a. we have good reason not to do so, for example when this is undesirable for security reasons, is not permitted or can prevent fraud;
 - b. when you or a user have entered an incorrect security code three times and, as a result, blocked a card or an online service;
 - c. when the deactivation has or had minimal consequences for you.

18. Availability of our services

1. We endeavour to make our online services available. However, you need to take account of the fact that our online services may not be continually available.
 - a. This is important, for example, when you need to make a payment to another party before a certain date. If necessary, take measures to avoid or limit the consequences of the unavailability of our online services, for example by using other means to make the payment.
2. We are entitled to shut down all or part of an online service at any given time, for example for maintenance purposes or in the event of fraud or suspected fraud, or in the event of an equipment, software or infrastructure malfunction.

19. Modification or termination of online services

1. We are entitled to modify or terminate the use of online services at any required time.
2. We are also entitled to terminate online services or parts of those services.
3. We will inform you of any such situation in advance, for example via the website or a message to your "Messages".

Section 3 How can I make secure use of online services?

1. What do I need to do?

1. Keep your security codes secret. Your security code is strictly personal. The relevant instructions are available on the website.
2. Make sure that your card, credit card and device can never be used by other persons.
3. Protect the security of the equipment you use for your banking affairs. You must ensure that the Internet and/or telecommunication services, equipment, software and device you use are and remain suitable and secure for the use of an online service.
4. Check your account.
5. Notify us of incidents immediately and follow our instructions. The procedure to use is explained in the "Incident reporting centre" Article.

Information about the latest security developments and instructions is available on the website. More information about a number of security instructions is enclosed below.

2. Incident reporting centre

Incidents can be classified into a number of categories. The actions you need to take in the event of an incident in the various categories are explained below. The reporting centre will give you further instructions after you have given your notification. Have you incurred loss as a result of an incident? If so, you must always report the incident to the police. You must send us a copy of the resultant official report on our request.

There are three reporting centres that you can contact by telephone 24 hours a day and 7 days a week:

Interhelp

Card and security code incidents.

In the Netherlands: 088-722 6767

From abroad (0031) 88-722 6767

Internet and Mobile Banking helpdesk

All issues relating to our online services, apps and website.

In the Netherlands: 0900-0905

From abroad (0031) 495-584 221

Rabo Corporate Support

Functional and technical questions about Rabo Corporate Connect and the underlying applications.

In the Netherlands 030 712 1777

From abroad (0031) 30 712 1777

3. Important point for secure banking when using a browser

Do you visit our website via a browser? If so, you must regularly check that you are still in the secure environment of our website. You can verify this by checking the address bar of your Internet browser.

4. Important points for secure banking with your fingerprint

The following security instructions must be observed when using the fingerprint scanner.

1. You may not use the fingerprint scanner when the fingerprints of others have been registered on your device. You must check this before you enable the fingerprint scanner. You bear the responsibility for this.
2. Are you aware or do you suspect that something is wrong? If so, block our apps immediately and notify the reporting centre referred to in the "Incident reporting centre" Article.
3. Every user who makes use of one of our apps with this functionality on your behalf can also enable the fingerprint scanner. For this reason, you must make sure that all users are familiar with the fingerprint scanner regulations and instructions. Do you want to prevent this? If so, adjust the RIB Pro authorisations for the relevant user.

5. Important points for secure banking with a device

Do you use a device for an online service? If so, you must lock your device with a security code. Other persons will then be unable to use your device for an online service or, for example, to gain ready access to your account to view the balance.

6. Use of Internet and/or telecommunication services, equipment and software: security

1. You must make the arrangements for the availability of all Internet and/or telecommunication services, equipment (including a device) and software required to make use of an online service.
2. You are under the obligation to use the Internet and/or telecommunication services, equipment, security and software in a manner such that we and/or third parties cannot incur loss.
3. We can offer or arrange for the availability of software alongside the software referred to in this Article that provides extra security for the data connection. You will then be under the obligation to install this software. We can never be held liable for the use and/or side effects of any such software. We do not provide support for the administration, installation or maintenance.

7. Instructions for apps

The use of apps for the purposes of an online service is governed by the following.

1. You must verify that the app is one of our apps before you install the app.
2. You may use the app solely for the purposes for which it is intended. You may never copy or modify the app or make it available to third parties.
3. You must delete any apps from your device that you no longer use or are no longer permitted to use. The above is also applicable when you sell the device or no longer personally use the device.
4. You must install a new version or update of our app when we so request.
5. We and the third parties we call in are not liable for any direct or indirect loss incurred as a result of malfunctions of or errors in apps or updated apps or as a result of their use, or for any direct or indirect loss incurred as a result of an app or an updated app that does not function in combination with your device, for example because the memory of the device is full.
6. These General Terms and Conditions and any conditions attached to the use of extra services, where relevant, remain applicable during the entire period in which you use our app.

Section 4 Which online Services do we offer?

1. Rabo Internet Banking (RIB) and Rabo Internet Banking Professional (RIB Pro)

Do you visit our website via your browser? And do you then use the Rabo Scanner to create a security code? If so, then you use Rabo Internet Banking (RIB) or Rabo Internet Banking Professional (RIB Pro).

2. Rabo Internet Banking Professional (RIB Pro)

Do you use RIB Pro? If so, you are also governed by the following agreements.

1. You can reach agreements with us on the legal and other acts that may be performed using a specific card and/or security code. You can also configure these using this online service. You or a user can perform these legal and other acts.
2. Your card or a card of one of you does not have any restrictions on use other than a limit. These cards can be used to perform all legal and other acts that can be performed with the online service.
3. We are entitled to expand, limit and/or amend the authorisations and/or rights linked to a card, either temporarily or permanently, and at any required time.
4. A card and the accompanying security code, irrespective whether the code can be used solely for RIB Pro, are strictly personal. You and/or the user may not make these available to another person or allow another person to make use of them.
5. Are you requesting a card and/or security code for a user? If so, you must configure the authorisations for the relevant user. We assume that the user may perform all the legal and other acts that may be performed pursuant to the authorisations you have configured for the relevant user. You must inform the user of the rights and authorisations assigned to him.
6. Is the user for whom you are requesting the card unknown to us? If so, the user will first need to identify himself to us. We can also request you to take care of this on our behalf.
7. You must give us all the information about your users when we so request.
8. When you or the user know or suspect that there has been an incident with a card and/or security code then you must immediately notify the reporting centre referred to in the "Incident reporting centre" Article.

3. Use of Rabo Direct Connect (RDC) in combination with Rabo Internet Banking Professional (RIB Pro)

1. Do you or a third party contracted by you use Rabo Direct Connect to send individual or batches of payment orders and direct debit orders? If so, the individual or batches of payment orders and direct debit orders are automatically passed on to RIB Pro.
2. You give permission for the performance of these individual or batches of payment orders and direct debit orders in RIB Pro. You can also withdraw these individual or batches of payment orders and direct debit orders in RIB Pro. The method you

use to grant permission for the performance or withdrawal of these individual or batches of payment orders and direct debit orders is governed by the agreements laid down in these General Terms and Conditions and the conditions for the account.

4. Online Banking and Mobile Banking

Do you open our banking app? And do you then use a security code or your fingerprint to log in? If so, you use Online Banking, unless the mobile environment reveals that you are using Rabo Mobile Banking.

1. All you need to do to reach agreement with us on the use of these online services is to notify us and register your device. You need a card, security card and an appliance to do so.
2. You need Rabo Internet Banking to make use of Online Banking. This may change in the future. We will inform you of any such development.

5. Services in apps

1. You can also make use of services offered by specific apps. Information about these services is available in the app or on the website.
2. Our app services can be governed by other or additional conditions. We may also wish to reach separate agreements before you can make use of these services.
3. We can also offer you the option of making use of these apps to receive services from other parties. The agreement laid down in the "Use of an online service to conduct business with third parties" Article will then also be applicable.
4. We can terminate one or more services provided by us. We can also terminate the option to make use of the services provided by third parties. We will inform you of any such decision in advance.

6. Rabo Alerts and Balance SMS

1. A Rabo Alert is a message from us that we send by text message (SMS) or email to the mobile phone number or email address that you provided us. A Balance SMS is a text message we send with balance information. We may charge a fee for this service.
2. We may send you an alert or SMS without your permission, for example for security reasons. You are then under the obligation to promptly comply with the instructions in the alert or SMS.
3. You notify us of any changes relating to Rabo Alerts and Balance SMS using RIB (Pro), for example the change of your email address or mobile phone number. You also use RIB (Pro) to terminate or block Rabo Alerts and Balance SMS.
4. We send Rabo Alerts and Balance SMS without any further codes or other security measures. You are responsible for maintaining the confidentiality of the content of Rabo Alerts or Balance SMS.
5. Should the equipment on which you can receive Rabo Alerts and/or Balance SMS be stolen or mislaid then you can block the reception of these messages using RIB (Pro). You should also do so when you receive Rabo Alerts and another person has gained access to your email address.
6. We are not liable if you do not receive a Rabo Alert or Balance SMS or do not receive the message in time, for example due to a malfunction of equipment or connections.

7. Rabofoon

Use of Rabofoon

1. You can use Rabofoon when you have requested and received a Rabofoon security code from us.
2. This is the same code that you use for Online Banking, Rabo Mobile Banking and the Rabo Wallet.
3. You can use Rabofoon with a suitable landline or mobile phone.

Making payments using Rabofoon

1. You can also use Rabofoon to issue payment orders.
2. When we receive a Rabofoon payment order on a day other than a working day or after the end of the working day then the payment order is deemed to have been received on the next working day.
3. You issue the payment order using the telephone buttons. You then confirm the payment order in accordance with the Rabofoon instructions. We have received the payment order once our systems register that you have pressed the confirmation button.
4. When you use Rabofoon for transfers you must use the IBAN as the unique identifier. When you use Rabofoon for a transfer we convert the account number you have entered into the beneficiary's IBAN. When we do so you must check that the beneficiary's IBAN is correct. We then use this IBAN to perform the payment order.
5. Transfers to an own account are subject to a limit. Payment orders for transfers to a known account issued using Rabofoon are subject to one limit for each client or user.

Section 5 Payment transactions using an online service

1. Payment using an online service

Do you use an online service to make payments? If so, the payment order and the account are also governed by the conditions for the account. These General Terms and Conditions specify the agreements supplementary to the agreements governing the use of the account for payments using an online service, for example the agreements on the maximum term for the performance of a payment order.

The above is also applicable when you make a payment on the behalf of another person who has authorised you to do so.

2. Payment orders issued with iDEAL (Mobile)

Do you use an online service to make payments using iDEAL? If so, the following are also applicable:

1. The amount of the payment order and any other details, where applicable, are automatically included in the payment order. Check the amount of the payment order and any other details to verify that they are correct.
2. You do not need to check the beneficiary's unique identifier (the IBAN) when making an iDEAL or iDEAL Mobile transfer. However, you do need to check the other particulars.
3. An iDEAL payment order is irrevocable once you have confirmed the payment order.

3. Payment orders with a signing code or S code via Rabo Internet Banking (Professional), Online Banking or Rabo Mobile Banking

1. You can issue payment orders with the signing code or S code via Rabo Internet Banking (Professional), Online Banking or Rabo Mobile Banking. You must always use the signing code or S code with Rabo Internet Banking(Professional). You use the signing code or S code with Online Banking and Rabo Mobile Banking only when we ask you to do so.
2. You confirm a payment by signing the payment order. You do so by entering a signing code or S code and then pressing the confirmation button. When you sign a payment order with the signing code created with the Rabo Scanner then you must check the payment order displayed on the Rabo Scanner's screen to verify that the payment order is the order that you wish to issue. This is important, as the payment order displayed on the Rabo Scanner's screen is the payment order that we will perform.
3. When we receive the payment order on a day other than a working day or after the end of the working day then the payment order is deemed to have been received on the next working day.
4. We have received the payment order as soon as notify you of its receipt via Rabo Internet Banking (Professional), Online Banking or Rabo Mobile Banking.
5. Payment orders issued using the signing code or S code are subject to limits for each signing code or S code. The default limits are available on the website. You can adjust the default limits. Information about the method used to do this is available on the website.

6. Have you confirmed one or more payment orders? If so, for security reasons we may request an additional confirmation from you, for example in the form of an additional signing code or S code entered by you or another user. When we request additional confirmation then the time at which the payment order is received is deemed to be the time at which we receive the additional confirmation.

4. Payment orders without a signing code or S code via Online Banking and Rabo Mobile Banking But with the confirmation button

1. Can you use Online Banking and Rabo Mobile Banking? If so, you can issue payment orders without a signing code when you have configured this option.
2. When we receive the payment order on a day other than a working day or after the end of the working day then the payment order is deemed to have been received on the next working day.
3. Have you issued a payment order using Online Banking or Rabo Mobile Banking? And have you adjusted the configuration to enable you to confirm the payment order without a signing code? If so, you confirm the payment order by pressing the confirmation button displayed on the screen with the payment order. We may also, for security reasons, request you to enter a security code.

When you have configured your device for the use of the fingerprint scanner you can also confirm the payment order with your fingerprint when the signing code is not required.

5. Transfers between "own accounts"

1. You can issue a payment order as referred to in the "Payment orders without a signing code or S code via Online Banking and Rabo Mobile Banking But with the confirmation button" Article for transfers between accounts in your name or a joint account which includes your name and which you can use in autonomy, or accounts that you can access as an authorised person or legal representative.
2. We refer to these accounts, which must be listed in your RIB (Pro), as "own accounts".
3. We determine which accounts are deemed to be own accounts.
4. Transfers to own accounts are subject to a limit.

6. Transfers to known beneficiaries with Online Banking, Rabo Mobile Banking and iDEAL Mobile

1. You use Online Banking and Rabo Mobile Banking to issue a payment order as referred to in the "Payment orders without a signing code or S code via Online Banking and Rabo Mobile Banking But with the confirmation button" Article for transfers to a known beneficiary. A known beneficiary has an IBAN to which you have made a transfer using a signing code within the past 15 months.
2. You can also use iDEAL Mobile to issue a payment order as referred to in the "Payment orders without a signing code or S code via Online Banking and Rabo Mobile Banking But with the confirmation button" Article for transfers to a known beneficiary. A known beneficiary for Online Banking and Rabo Mobile Banking is also a known beneficiary for iDEAL Mobile.

3. However, this is not the case in the event of an iDEAL payment order crediting a person other than the beneficiary. Then the beneficiary is a "known beneficiary" only when the IBAN in combination with the name of the other person and any other details, where relevant, are identical. Consequently, in some cases a known beneficiary for Rabo Mobile Banking is not a known beneficiary for iDEAL Mobile.

7. Transfers to unknown beneficiaries with Online Banking, Rabo Mobile Banking and iDEAL Mobile

1. You can use Online Banking or Rabo Mobile Banking, with or without iDEAL Mobile, to issue a payment order without signing code to make a transfer to an unknown beneficiary. For Online Banking or Rabo Mobile Banking and iDEAL Mobile, an unknown beneficiary is an IBAN of an account that is not an own account or of a known beneficiary.
2. Payment orders to an unknown account issued using Online Banking, Rabo Mobile Banking, iDEAL Mobile and Rabofoon are subject to one limit for each user.
3. You can adjust this limit. You can increase this limit using a signing code in Online Banking or Rabo Mobile Banking. Do you wish to reduce this limit? You do not need a signing code to do so.
4. We determine the maximum limit you can configure for these payment orders.
5. Have you reached one of the limits referred to in this Article? Or did you issue a payment order using a method other than the methods laid down in this Article? If so, you will receive the requisite notification.
6. You then confirm the payment order using the method laid down in the "Payment orders with a signing code or S code via Rabo Internet Banking (Professional), Online Banking or Rabo Mobile Banking" Article.

Section 6 Extra facilities in specific online services

1. Multibanking

This article only applies to you if you make use of the Multibanking module.

What do we mean by specific words relating to Multibanking?

ASB (Account Servicing Bank)	a financial institution designated by us to which you can issue Multibanking Orders and from which you can receive Multibanking information.
ICM account	the account you hold with the ASB which has been accepted by us.
Multibanking order	the order you issue to us to use Multibanking to send a SWIFT MT101 message to the ASB.
Multibanking information	information we provide you using Multibanking. This information is based on information we receive from the ASB in a SWIFT MT94X message.
SWIFT message	a message we send using SWIFT* or the message sent by the ASB.

* (Society for Worldwide Interbank Financial Telecommunication ("SWIFT") SCRL, a cooperative society under Belgian law with its registered office in Belgium).

What can I do with Multibanking?

1. You can use Multibanking to issue orders to the ASB and receive information from the ASB. Multibanking orders are not payment orders for us.
2. Only Multibanking orders that have been agreed between you and us may be issued to the ASB.
3. We send you Multibanking information solely in the form of SWIFT MT94x messages as sent by the ASB that has been agreed between you and us.
4. Information about all the other Multibanking features is available in the manual and on the website. The manual contains information including the following:
 - a. the time at which a Multibanking order or Multibanking information is deemed to have been received by our system;
 - b. the manner in which we confirm receipt to you;
 - c. the deadline for the receipt of a Multibanking order or Multibanking information;
 - d. what we do or the procedure that is followed when we receive a Multibanking order or Multibanking information after the deadline or on a day that is not a working day;
 - e. how we convert a Multibanking order into a SWIFT MT101 message and send the message to the ASB's SWIFT address.
5. We may modify the Multibanking features at any required time. We will inform you of the nature of the modifications via the website or in some other manner.

What are my responsibilities when I use Multibanking?

1. The legal and other consequences of SWIFT MT101 messages that we send pursuant to your Multibanking order to the ASB;
2. All the ASB's acts and omissions in connection with your Multibanking order in SWIFT MT101 messages;

3. All the ASB's SWIFT MT94X messages sent to us. The ASB must also send these messages in time and the messages must be complete;
4. The accuracy of the details you enter in the Multibanking order;
5. You need to reach agreements with the ASB on the consequences of Multibanking orders that we send to the ASB via a SWIFT MT101 message. We are not a party to these agreements and we are not responsible or liable for compliance with the agreements reached between you and the ASB.

We may terminate your use of Multibanking for the ASB that has been agreed between you and us. We will inform you accordingly.

2. Accounting software link

This Article is applicable to you solely when you make use of a link to an accounting software

1. What do we mean by an "accounting software link"? This refers to a link you create between RIB Pro and your accounting software.
2. You create this link to your accounting software at your expense and risk.
3. We may determine the date on which the accounting software link that you have requested is enabled. We are also entitled to specify that you may not use your accounting software link with specific accounts.
4. Information about the requirements to be met by the accounting software link and the accounting software is available on the website. This information also gives a full explanation of the applications of the accounting software link and how the link works.
5. The manual also contains information including the following:
 - a. The procedure you must follow to request an accounting software link and how you can have the link modified or terminated.
 - b. The requirements to be met by the accounting software.
 - c. The features and principle of the accounting link.
6. What can I do with the accounting software link?
 - a. You can import individual and batches of payment orders and direct debit orders from your accounting software to RIB (Pro),
 - b. You can automatically send data about your transactions from RIB (Pro) to your accounting software, which can then read in and process the data.
 - c. However, you need to bear in mind that the aforementioned data is sent via the supplier of your accounting software.
7. When you stop using your accounting software then you must also terminate the accounting software link. If you do not do so, the data will continue to be sent via your supplier.

Section 7 End of the agreement

1. Termination of the agreement

1. You may terminate the agreement at any required time. You can terminate the agreement by giving us notice. The agreement is terminated after a one-month notice period which begins at the time that we receive your notice. The agreement is terminated on the expiry of this notice period.
2. We may terminate the agreement at any required time. Termination is governed by a one-month notice period. The agreement is terminated on the expiry of this notice period.

2. Right of suspension

1. Once the agreement has been terminated we are entitled to suspend the use of all online services. You will then no longer be able to conduct any banking or other business using an online service.
2. We are also entitled to suspend the use of the online services when you fail to fulfil an obligation to us, or when permitted by law or in exceptional circumstances.
3. What is an exceptional circumstance that grants us the entitlement to suspend the online services? When, for example:
 - a. We doubt whether you may use the online service.
 - b. When we doubt whether a valid order has been sent via the online service.
 - c. When threatening circumstances arise, such when there is a possibility that sanctions could be introduced by another country.

3. Termination

We are entitled to terminate the agreement with immediate effect and without being required to notify you in advance in the following situations.

1. You are declared insolvent.
2. You are granted suspension of payments.
3. A statutory debt rescheduling scheme is declared applicable to you.
4. An insolvency scheme is declared applicable to you.
5. An application is submitted for one of the following grounds.

All the above is also applicable to comparable legal facts and circumstances under foreign or international law.

We are entitled to terminate the agreement in the following situations, when we shall notify you in advance to the extent that this is feasible.

1. You fail to fulfil one or more of the following obligations, or it is foreseeable that you will not fulfil the obligation or obligations:
 - a. an obligation arising from the agreement;

- b. another obligation to us;
- c. an obligation arising from the agreement to a third party when that agreement is in connection with an online service.

When you notify us that you will no longer be able to fulfil your obligations then this is always deemed to constitute "foreseeable" as referred to above.

2. An event occurs that is detrimental to our business relationship with you or to our integrity or reputation. For example:

- a. You act in contravention of the applicable legislation and regulations.
- b. When we are unable to comply with the legislation and regulations governing us due to our business relationship with you or because of your acts or omissions.
- c. When we are of the opinion that our business relationship poses risks to the integrity or the reputation of the financial sector or of our organization.
- d. When your "ultimate beneficial owner" (a legal term) poses risks to the integrity or the reputation of the financial sector or of our organization.

3. Another event occurs that is specified as a ground for termination. This can be specified in the agreement, these General Terms and Conditions or in other terms and conditions governing the agreement.

a. Circumstances relating to you or your profession or company:

your death, you are presumed dead or you are missing;

you are placed under guardianship or your assets are placed under administration or a petition to do so is filed on your behalf;

all or part of your assets are attached, or some other form of recovery from your assets is sought;

you lose or gain legal personality;

a decision is taken for your dissolution or liquidation;

you relocate all or part of your business or professional activities to another country;

you leave the country where you resided or were domiciled;

you no longer have a known residence, abode or domicile;

an approval or a permit, exemption or dispensation is lacking, has expired or has been withdrawn, or acts are performed that contravene the associated conditions;

the activities or nature of your profession or business are undergoing material changes;

all or part of your profession or business is being wound down;

you have been suspended, disqualified or dismissed from the performance of your duties or the practice of your profession, or this is conceivable;

all or some of the shares in your capital are being transferred to another party, or there is an intention to transfer those shares;

there is a change in (i) the control over you or (ii) your management, or there is an intention to make such a change. The change under (i) refers to the direct or indirect loss or acquisition of the control or actual control by a natural or legal person or group of natural or legal persons. This group of natural or legal persons then acts jointly on the basis of a mutual arrangement or relationship. This can, for example, be a shareholders' agreement.

All the above is also applicable to legal facts and circumstances under foreign legal systems that are comparable to the above.

b. You have submitted incorrect or unlawful information or made incorrect or unlawful statements:

you have submitted incorrect or incomplete information to us or to others;

you have withheld, destroyed or manipulated information or other facts that could result in loss for us;

you have made an incorrect statement in the agreement, these General Terms and Conditions or in other terms and conditions governing the agreement.

4. Consequences of the termination of the agreement/online service

1. On the termination of an online service you no longer have access to the information that we provide you or have provided to you via an online service, such as the information in an online service and the inbox of the service. You must take measures, in advance, to ensure that you can always consult the information you need by other means.
2. Is the agreement or is an online service being terminated? If so, we are not obliged to perform legal or other acts for which you have issued an order: scheduled payment orders, for example, will no longer be performed after the termination of the online service.

Section 8 Which other agreements do we make with you?

1. Fees

1. We may charge you fees for the provision of access to and/or the use of an online service, appliance and/or card. We may also charge fees for legal and other acts performed by you using an online service. The fees are listed on the website's fee tab.
2. We may adjust these fees, when we will notify you of the adjustments at least 30 days before the new fees enter into effect. We will inform you, for example, by means of an announcement on the website or a notification to your Messages

2. Information

We provide you with information including the following:

1. The use of an online service or other services and bank services as determined by us. We may provide you this information solely via an online service.
2. We determine how long information remains available in an online service. You must ensure that you can always consult the information by other means, for example by printing the information or downloading and saving the information to your hard disk.

Check information as soon as possible

1. We recommend that you check your Messages for information at least once a day. You must in any case check your Messages at least once every 7 days.
2. Or more frequently when there is cause to do so or when we have agreed this with you.
3. Do you wish to receive an alert when a new message has been received? If so, you can configure the receipt of an alert. More information is available on the website.
4. Do you see that new information is available? If so, you must check it immediately.
5. Is the information incorrect? Or do you suspect that the information is incomplete? If so, you must notify us immediately.

To whom are we entitled to provide information?

We are at all times entitled to provide all information about you, the agreement, the accounts, the users and other rights associated with the agreements to:

1. national, foreign or international authorities, and
2. other divisions of Rabobank Group, for the purposes of efficient operations. This can relate, for example, to:
 - a. ensuring that we can fulfil the agreements we have reached with you,
 - b. maintaining the maximum efficiency of our operations (for example, our client acceptance policy at group level, etc.),
 - c. provide you the best possible advice, and,

- d. ensuring that the financial sector is secure and reliable.
3. We are also entitled to provide all information about you to our legal successor.

Personal data

1. We process your personal data. Our Privacy Statement explains how we and other divisions in our group use your personal data. The Privacy Statement is available on our website.
2. We may also process your personal and other data and payment order data abroad, or arrange for their processing abroad.

3. Our retention of data

1. We may, for security and other reasons, collect and retain supplementary historical and other data about your payment transactions. We may also retain historical and other data on the use of the Internet, such as IP addresses, equipment such as your PC or mobile phone, software and sessions with our systems.
2. We use this information to improve banking security and to tailor the use of the Internet and the services as closely as possible to your needs.
3. We may request you to provide supplementary information about equipment and devices, for example about your provider, SIM card or use of apps or the GPS data from devices and other equipment. We make use of GPS data solely after the statutory regulations governing the use of this data are complied with. We may make use of all this supplementary information to prevent, detect and combat misuse of payment transaction systems. Within this context we may also exchange this information with other parties, such as banks or public and private investigation agencies and third parties, that we call in to further secure Internet traffic.

4. Liability and loss

1. Are we liable to you? If so, our liability is limited to any direct loss you incur. We do not, in principle, compensate indirect loss. "Direct loss" is understood to mean exclusively:
 - a. the fees and interests you unduly paid, and
 - b. interest we should have paid you in the situation in which we had fulfilled our obligations.
2. We are not liable for indirect loss, for example for lost profit, loss due to business interruption or consequential loss.
3. We are never liable for direct or indirect loss incurred as a result of:
 - a. malfunctions or errors in:
infrastructure (such as such as power supplies), or
telecommunications connections (such as connections for mobile and landline phones and for mobile and other Internet connections), or
equipment, appliances and/or software of the bank or third parties, unless caused by gross negligence or intent on our part.
 - b. a measure taken by any national, foreign or international authority;
 - c. a measure taken by a supervisory authority;
 - d. industrial action at third parties or in our organisation.
4. Have we called on the services of third parties in connection with the performance of the agreement? And did we select these third parties with due care? If so, we are not liable for the acts and omissions of these third parties.

5. Proof

Our administrative records constitute conclusive evidence against you. This is also applicable to the administrative records of the third parties we have called in.

6. Which articles of the Dutch Civil Code are not applicable?

1. The following articles of the Dutch Civil Code are not applicable to the agreement and the General Terms and Conditions:
 - a. articles 516 to 519 inclusive, 520, first paragraph, 522, second paragraph, second sentence, and third paragraph, 527, 529 to 531 inclusive, 534, 543, 544 and 545 of Book 7 of the Dutch Civil Code.
2. The regulations based on Title III of the directive as referred to in Article 514 of Book 7 of the Dutch Civil Code are also inapplicable.

7. What happens in the event of a merger, demerger or contract takeover?

1. We may enter into a legal merger or demerger. Should we do so, then each of our legal successors may independently and in their entirety:
 - a. exercise all rights and powers over you, and
 - b. fulfil all our obligations to you.
2. We may then transfer all the legal relationship(s) with you and the associated ancillary and other rights to another party, either in whole or in part. This is referred to as contract takeover. You may not transfer your legal relationship with us.
3. In the event of contract takeover each of our legal successors may with respect to these legal relationships independently and in their entirety:
 - a. exercise all rights and powers over you, and
 - b. fulfil all our obligations to you.
4. In signing this agreement, you concur with any future contract takeover.

8. Amendments to the General Terms and Conditions and/or the agreement

1. We may amend, supplement or replace the General Terms and Conditions. Should we do so we shall notify you at least 30 days in advance, in writing and/or online.
2. We can replace any provision of this agreement that is invalid or is no longer valid with a valid provision. The invalidity of a provision has no consequences for the other provisions of the agreement or General Terms and Conditions.
3. We may reach agreement with you on our amendment of sections of the agreement. Should we do so, then this will not result in the creation of a new agreement.

9. Residence or domicile

1. What is the situation when you are one of a number of clients? You then select each other's address as your place of residence in the agreement. These are the addresses referred to in the agreement.
2. Are you the only client, and is your current address unknown to us? If so, you are deemed to have elected residence or domicile at our office, Croeselaan 18, Utrecht. We may then use this office as your address for all notifications and documents destined for you.
3. For the purposes of this agreement we elect domicile at our office, Croeselaan 18, Utrecht.

10. Permits, exemptions and dispensations/obligation to register

1. You must always be in the possession of the permits, exemptions and dispensations that you need for your profession or business and the performance thereof. You must also be entered in the registers required to perform your profession or your business. You must furnish these when we so request. We can also request you to obtain a statement from the institution that grants the permit, exemption or dispensation. Alternatively, you must demonstrate that you do not need a permit, exemption or dispensation. We determine how you must demonstrate this.
2. You may not act contrary to the conditions of a permit, exemption or dispensation.
3. You must ensure that the permits, exemptions and dispensation do not lapse or are withdrawn, or that there is a risk thereof.
4. All the above is also applicable to entries in registers and dispensation thereof.