

# Terms and Conditions for Debit Cards and Credit Cards

2019



**Rabobank**

# Terms and Conditions for Debit Cards and Credit Cards 2019

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## Chapter 1 Meaning of words used

Specific words are used in these terms and conditions, some of which are defined below.

Account:	an account of you with us that can be disposed of using a card
Account holder/you:	the party or parties, both collectively and individually, for whom or which we maintain the account
Agreement:	the agreement between you and us to which these 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 us that can be carried out using a card
Card:	a debit card or credit card
Card holder:	the party in whose name the card has been issued
Cash dispenser:	a machine permitted by us that card holders can use to withdraw money, using their cards in combination with the associated PIN codes
Credit card:	the card that the card holder can use to carry out transactions up to the spending limit agreed with us
Credit-card statement:	the statement listing the payments and retransfers effected on the credit card within a specific period
Debit card:	a card that you can use to dispose of the account and/or to use other applications as permitted by us, among other things
Helpdesk:	the helpdesk communicated by us and stated on the website
Information:	any and all notices, confirmations, documents, product and other terms and conditions (or amendments thereto), manuals, rules, statements (regarding the account), or commercial or other messages from us to you
Online service:	Rabo Internetbankieren, Rabo Internetbankieren Professional, Rabo Online Bankieren and the Rabo Wallet, or any (partially or wholly) substitute services and any other online services approved by us (both collectively and individually)
Pay machine:	a machine permitted by us that card holders can use to pay, using their cards
Payment:	any payment transaction ensuing from the payment services described in these terms and conditions
Payment order:	an instruction to carry out a payment issued to us by a card holder
PIN code:	a secret, 4-digit personal identification number belonging to your card and serving as a security code
Rabobank Group:	the economic unity in which we are affiliated with other legal entities organisationally
Rules:	the rules, manuals, directions, instructions, requirements and restrictions for purposes of using online services as stated on the website, of which you and/or the card holder has/have been notified through messages in online services, or of which you have otherwise been made aware
Spending limit:	the maximum amount of which a card holder may dispose using a card, for instance each day, week or month
Unused part of the spending limit:	for a debit card, the balance in the account, less any barred amounts, but plus any credit facilities on the card; for a credit card, the balance on the credit card, plus the remainder, if any, of the spending limit
We/Rabobank:	Coöperatieve Rabobank U.A., having its registered office in Amsterdam, the Netherlands
Website:	<a href="http://www.rabobank.nl">www.rabobank.nl</a> or any substitute website, including subpages and links

## **Chapter 2**    *General provisions applicable to the use of the card*

### **Article 1**        **General provision**

- 1.1 The card is a strictly personal card of the card holder. We will determine what data will be put on the card. The card will remain our property and may not be changed or copied in whole or in part in any way whatsoever.
- 1.2 Promptly upon receipt of the card, the card holder must place his/her signature on it, if the rules prescribe this.
- 1.3 We will provide the card holder with a PIN code to be able to use the card. You may change the PIN codes belonging to credit cards and, in the future, also those belonging to debit cards, at a suitable cash dispenser. We will let you and/or the card holder know, for example through the website, what cash dispensers will be suitable for this purpose.
- 1.4 Upon receipt of the card, the card holder must activate the card (or have it activated), as described in the rules. We will determine whether a card is yet to be activated and, if so, how. We will so notify you and/or the card holder.
- 1.5 The card will be valid for a limited period. The card will no longer be valid after the last day of the month stated on the card. We may at all times change the validity of the card. We may also at all times issue a new card to the card holder.

### **Article 2**        **Rules**

- 2.1 The card holder will exclusively use the card and the associated PIN code for the applications permitted by us. We may at all times autonomously restrict, change, expand or end the use of the card and the PIN code for one or more applications. We will so notify you and/or the card holder, for example through the website.
- 2.2 We may (temporarily) set additional rules with respect to the use of the card, such as setting limits, for instance minimum and maximum amounts per payment or a total amount per time unit.
- 2.3 We may at all times change the rules with immediate effect. We will notify you and/or the card holder of the relevant changes for the card, for example through the website or a message in an online service. The card holder and/or you will be obliged to comply with the rules.
- 2.4 You must ensure that the card holder will at all times be aware of any and all current and amended terms and conditions and rules. You will ensure that every card holder knows and observes these terms and conditions.

## **Chapter 3**    *Our arrangements regarding the applications and use of the card*

### **Article 3**        **Debiting of account upon use of card**

- 3.1 We will debit any amounts withdrawn or paid using the card from the account. You must ensure that the balance or the unused portion of the credit facility in the account will suffice.
- 3.2 For amounts in a currency other than the euro, we will debit the counter value of such amounts from the account in euros. We will determine the counter value in the way set forth in the Article titled "Currency".

### **Article 4**        **Use of card for payment transactions and other applications**

- 4.1 The card holder may use a card to dispose of the account. In some cases, the card holder may also use the card for other applications, for example to identify him-/herself in bicycle parking facilities. We will determine the other applications for which and the parties in respect of which you may use the card.
- 4.2 The arrangements regarding payments applicable to the account will also apply to other payment and other transactions carried out with the card. The conditions and rules applicable to the account and/or any online services will also apply, unless these terms and conditions expressly provide otherwise.
- 4.3 If the card holder is an attorney in fact or statutory or other representative, and if the card holder can carry out payments with the card, you will guarantee that the card holder will not carry out the payment transactions until the card holder has taken note of these conditions and rules, and acts upon them.
- 4.4 If the card holder represents you, you will be obliged to fully, correctly and continuously inform the card holder about the currently applicable conditions and rules for effecting payments and the use of other applications with the card. Any and all legally binding or other acts that the card holder carries out with a card will be for your account and risk.
- 4.5 The card holder can (on your behalf) use a card, if need be in combination with another tool, to do banking or other business with us and/or third parties, such as concluding an agreement with us through an online service or carrying out any other legally binding or other acts, in the event that we so agreed with you and/or the card holder.
- 4.6 Once the card holder has used a new or changed application to be used with the card, he/she will in any case (also on your behalf) be deemed to have accepted that new or changed application, as well as the terms and conditions and rules applicable to that application.

### **Article 5**        **Paying for public transport using a card**

- 5.1 In some cases, the card holder will be able to use a card, for instance his/her debit card, in public transport. This will be possible only if the card holder can also make contactless payments with that card. A card holder can also use the mobile card in Rabo Mobielbetalen for this purpose.
- 5.2 The card holder can pay for public transport using a card, by checking in and out with a card at gates or poles suitable for that purpose, which can be recognised by the "contactless payment" logo. By checking in and out, the card holder gives his/her permission for the aggregate payment at the end of the day.
- 5.3 At the end of the day, the amounts for all the trips the card holder has made that day will be added up and debited from the account as a lump sum. This payment will be visible in your transaction information in the same way as a payment made at a pay machine.

### **Article 6**        **Use of other object as card**

- 6.1 Should we offer the option in the future, you may also agree with us that you may use another object to pay at pay machines, such as a pedometer. Any such object must in any case feature an NFC chip to be able to be used as a card. All rules applicable to the card will also apply to the other object that you use as a card (to the extent possible).
- 6.2 In the future, you will find the objects for which you can make such arrangements with us on the website.
- 6.3 If you have agreed with us that you can use any particular object as a card, you will be able to make contactless payments with it. The limits applicable to such payments will be listed on the website. If you agree with us that such object can be used as a card, we can also make additional arrangements with you, for instance how you give permission for payments and what you must do in case of the object's loss or theft.

### **Article 7**        **Making payments and withdrawing cash with card**

- 7.1 With a card, possibly in combination with the associated PIN code, the card holder may use the suitable cash dispensers and pay machines 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.
- 7.2 The card holder irrevocably consents to payment by inserting the card into the cash dispenser or pay machine, entering the PIN code and pressing the confirmation button.
- 7.3 Abroad, the card holder may have to sign the slip from the pay machine if the card holder cannot use the PIN code on that pay machine. By signing the slip, the card holder irrevocably consents to the payment order.
- 7.4 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 having to sign the slip from the pay machine. 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 with the confirmation button if so asked.

- 7.5 The card holder can use a credit card to pay parties that are recognisable by the logo on the credit card, even if no pay machine is available. 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 irrevocably consents to the payment order.
- 7.6 The card holder can use a credit card to pay amounts in euros and in other currencies through the Internet. The card holder can irrevocably consent to the relevant payment order in two ways.
- By entering, on the relevant website of the party whom or which the card holder wishes to pay, the credit card number, its expiry date and the 3-digit number on the reverse side of the credit card
  - By entering and confirming a personal secret code on the website of the party whom or which the card holder wishes to pay. 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 or approved, we will notify you and/or the card holder, for example through the website or an online service, how these work.
- How the card holder can make payment 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.
- 7.7 The card holder can also use his/her 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 only. Those offices may ask for valid means of identification acceptable to the office in question to be produced. The card holder irrevocably consents to the payment order by signing the form intended for that purpose.

## **Article 8 Contactless payment**

- 8.1 The card holder may also carry out contactless payments with the card in the event that the card features a contactless payment functionality.
- 8.2 The card holder can make contactless payments with a card only:
- after making payment with that card and the associated PIN code, as described in the Article titled "Making payments and withdrawing cash with card"; or
  - after checking with that card on a cash dispenser suitable for that purpose the balance in the account of which the card holder can dispose with that card.
- 8.3 You and/or the card holder may agree with us that the card holder cannot make contactless payments with a specific card.

## **Article 9 Contactless payment without PIN code at pay machine**

- 9.1 The card holder consents to a contactless payment order without PIN code by holding the card against the pay machine for contactless payment. After the card holder has done so, he/she can no longer revoke the payment order. The excess [eigen risico] described in the Article titled "Liability of account holder" does not apply to such payments.
- 9.2 In the Netherlands and in most other euro countries, two maximum amounts apply to contactless payments without PIN code. The card holder can find those amounts on the website.
- Should one of the maximum amounts for contactless payments be exceeded, the card holder must:
- consent to the payment order by entering the PIN code and pressing the confirmation button; or
  - consent to the payment order by inserting the card into the pay machine, entering the PIN code and pressing the confirmation button.
- 9.3 If the card holder makes payment in a foreign currency, the amount of that payment will be converted into euros and the maximum amounts stated above will continue to apply.
- 9.4 There will be no consecutive payments without PIN code if the card holder in-between:
- makes payment with the card and the PIN code;
  - makes payment with the card and the PIN code while inserting the card into the pay machine;
  - withdraws money from a cash dispenser with the card and the PIN code;
  - uses the card at a cash dispenser suitable for that purpose to check the balance in the account; or
  - uses any other form of customer authentication permitted by us.
- In the future, we can agree further acts for this purpose with you.

## **Article 10 Contactless payment with debit card and PIN code at pay machine**

The card holder irrevocably consents to a contactless payment with PIN code by holding the card against the pay machine for contactless payment, entering the PIN code and pressing the confirmation button.

## **Article 11 Cash Back on Card [Retourpinnen]**

- 11.1 The card holder may use the 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 debit card or a credit card to the card holder. If the card holder uses the debit card in respect of Retourpinnen, we will credit the amount to be received to the account linked to that debit

card upon receipt by us of the amount and the data needed for the crediting. If a credit card transaction is reversed, it will be processed as described in the Article titled "Refunding on credit card by third party".

- 11.2 Outside Europe, the card holder must, if so requested by the pay machine, also enter the PIN code and press the confirmation button on the pay machine.
- 11.3 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.
- 11.4 Following a Retourpinnen cash-back transaction, the card holder must request the slip from the pay machine in addition to the cash register receipt. The card holder must check whether the slip satisfies the points mentioned above and keep the slip.
- 11.5 Even if the slip received by the card holder states that the Retourpinnen cash-back transaction was approved, we cannot guarantee that the amount in question will be credited to the account. The card holder can notify us of the non-crediting of his/her account. In that case, we will initiate the "failure to receive Retourpinnen cash-back transaction" procedure. As part of that procedure, the card holder must submit to us the slip stating that the Retourpinnen cash-back transaction was approved. We can then 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 credited to the account. We play no part therein.

#### **Article 12 Refunding on credit card by third party**

- 12.1 In some cases, an amount will be refunded through your credit card. In that case, the amount will be stated as a credit amount in your transaction statement.
- 12.2 We cannot promise that an amount of which a payer states that it has been refunded through the credit card is also actually credited in your transaction statement. Should no amount be credited, you must contact the payer yourself. We will not be liable for this.
- 12.3 You may not have to pay us anything at the end of a month owing to a refund, as the amount thereof may exceed the amount of your payments and withdrawals for that month. If that is the case, the positive balance of the refund, less the payments and withdrawals, will be carried over to the next month.
- 12.4 As described in the Article titled "Remitting money to credit card", the money on the credit card is not covered by the Dutch deposit guarantee scheme [depositogarantiestelsel]. Neither will you receive any interest with respect to the money on the credit card.
- 12.5 You may also contact us to let us know that you wish to have the balance credited to the contra account. The Article titled "Repayment of money on credit card" will apply in this respect.

#### **Article 13 Limits**

- 13.1 We will set spending limits for the card, and 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 we have agreed otherwise with you. The spending limit will depend on, among other things, the balance. In addition to these limits, there may be additional limits for each cash dispenser or pay machine, for instance depending on the country or the owner of the machine.
- 13.2 We may change the spending limits and/or set new ones.
- 13.3 You and/or the card holder can take note of the card's standard limits (to be changed) through the website.

#### **Article 14 Reserving**

- 14.1 In the event that the card holder makes payment with a card the amount of which is unknown, we may form a reserve. This means that the amount will not immediately be debited from the account, but another amount will first be reserved and the amount of the definitive payment will be debited at a later stage. The reserved amount will lapse (in some cases some time) after the debiting of the definitive amount.
- 14.2 The reserved amount will not always 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 15 Barring use of card; end of use of card**

- 15.1 Every account holder or we may terminate an individual card as per our rules. We do not have to pay any costs already paid (in advance) for a specific period for that card back to the account holder. When the agreement ends, the card holder must destroy the card by cutting the chip and the magnet strip into pieces. Please note that we will never ask our customers to return an old card.
- 15.2 The card holder may no longer use the card in the following cases.
  - We request the card holder to stop using the card.
  - The card is no longer valid.
  - The card holder still has the card in his/her 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.

- The balance in the account is placed under administration.
- An attachment is levied on us to your detriment or satisfaction is otherwise sought from the account and/or we apply for this.
- You and/or the card holder dies/die or is/are placed under legal guardianship.
- You have gone bankrupt or have been granted a suspension of payments, a statutory debt relief scheme has been declared applicable to you, your bankruptcy or suspension of payments has been applied for, or a request for a statutory debt relief scheme has been filed in your respect.
- The card holder loses the power to use the card.
- You or the card holder fails to fulfil the obligations in our respect.

If the account is maintained by multiple account holders and one of the account holders terminates the individual power to dispose of the account, the card holder may no longer use the card.

15.3 We may bar the use of a card for, among other things, the following reasons.

- All cases listed in paragraph 15.2
- We suspect that a card has been lost, stolen, misused or counterfeited.
- The increased risk that you will no longer be able to fulfil the payment obligations in our respect.

In case of the barred use of the card, we will inform you and/or the card holder about such barred use and the reason for it. We will not do so if we have good reason not to do so, such as out of safety considerations or for privacy reasons.

## **Article 16 Incidents with card or PIN code**

16.1 If the card holder knows or suspects that a card has been or may be lost, stolen, misused or counterfeited, or that a third party knows the PIN code, if the card was not returned to the card holder following a payment, or if the card holder notices that one or more payments have been carried out with the card, but not by the card holder:

- the card holder must report this as quickly as possible to our helpdesk as communicated by us, and have the use of the card in question immediately (temporarily) barred;
- if the card holder still has the card in his/her possession or has regained possession of it following the report, the card holder may only use the card whose use has been temporarily barred if the card holder is certain that the card (data) has not changed hands. If there is any doubt as to whether the card (data) has changed hands, the card holder may no longer use the card whose use has been (possibly temporarily) barred and must immediately destroy the card by cutting the chip and magnet strip into pieces. The card holder can again use the card only if the temporary bar on its use has been lifted.

We will (temporarily) bar the use of the card as quickly as possible upon taking note of the report.

16.2 The card holder must observe our rules in the cases set forth below.

- The card's refusal, taking in or invalidation by electronic equipment when using one or more applications, which may happen if, for instance:
  - we have 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; and/or
  - the card is not removed from the electronic equipment used on time.
- The card has become unusable (in any other way).

16.3 We will ensure that the card holder can report the incidents listed above in paragraph 16.2 to the helpdesk as communicated to us on a 24/7 basis. More information can be found on the website. If the card holder has reported an incident as set forth above in paragraph 16.1, we will immediately upon taking note of such report bar the use of the card and make a new card and/or PIN code available to the card holder as quickly as possible.

16.4 You must apply for a new card if a card has been invalidated during the use of one or more applications in electronic equipment intended for that purpose, or if the card holder has reported the fact that the card has been taken in. In that case, we will make a new card and/or PIN code available to the card holder as quickly as possible.

16.5 In respect of credit cards, we can, at your 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, we will inform the card holder about its limited applications.

16.6 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, we will, if possible and at the card holder's request, state the reason for this, unless this is undesirable in connection with fraud prevention and/or detection, and/or the security and/or protection of the interests of other parties.

## Chapter 4 *Special provisions regarding credit cards*

### **Article 17**      **Monthly settlement of credit card**

- 17.1 We will periodically provide you and/or the card holder with a (digital) transaction statement breaking down the total amount of the payments made with the credit card. You must check this transaction statement periodically, in any case within seven days of receipt, and report any inaccuracies to us. At the end of each month, you must pay us the total amount of the payments made with the credit card, including payments made with a temporary credit card. The total amount will be reduced by the balance, if any, on the credit card owing to retransfers with the credit card stated in the same transaction statement as the payments and/or money credited to the credit card. In the event that, at the end of the month, the amount in retransfers made with the credit card exceeds the payments effected by the card holder with a credit card during that month, the balance will be carried over to the next month. You or the card holder may request us to credit that balance to the account.
- 17.2 The total amount may be paid to us in various ways. We will decide how and may also change the procedure in the interim. For instance, payment can be made by:
- us debiting the account and a credit facility, if any, (also) of you, even if the balance in the account is insufficient;
  - remitting money from the account to a credit card or repaying money on the credit card; or
  - you issuing to us and/or a third party approved by us one or more SEPA direct-debit mandates as soon as we so request, in order to direct debit the amounts due from one or more accounts (also) of you with another financial institution.

### **Article 18**      **Remitting money to credit card**

- 18.1 We may offer the option of remitting money from the account to the credit card. We may also make additional arrangements about this with you.
- 18.2. The money on the credit card is not covered by the Dutch deposit guarantee scheme [depositogarantiestelsel].
- 18.3 We will neither pay nor charge any interest with respect to the money on the credit card.
- 18.4 In the event that it is possible to remit money to a credit card, the following will apply.
- You and/or the card holder will remit an amount to an IBAN to be determined by us, as described on the website. We will subsequently ensure that the money will be remitted to the credit card.
  - Subsequently, the card holder can make payment and withdraw money with the credit card in the ways described in these 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.
  - In the event that the card holder makes a payment for which an amount is reserved, the amount of the reserve will be deducted from the spending limit.
  - The card holder may spend the amount on the credit card at a pay machine or an online checkout system.
  - Money may also be withdrawn at a cash dispenser or at the counter.
- 18.5 We may in each instance limit the amount that you or the card holder can remit to the credit card or set limits as to the total amount to be remitted to the credit card. We may also limit the period during which an amount may be on the credit card.

### **Article 19**      **Repayment of money on credit card**

- 19.1 You may request us to repay the money, if any, on the credit card. We will then return the full amount on the credit card (or any part thereof) to you. As long as the card holder still has a credit card, you may request us to repay the money (or any part thereof) on the credit card into the account linked to the credit card.
- 19.2. The procedure for requesting the repayment of money on the credit card is described on the website.
- 19.3 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 you had when the money was remitted to the credit card;
  - if you and/or the card holder requests the repayment of money on the credit card within less than a year of the card holder no longer having a credit card of us.
- 19.4 In the event that you and/or the card holder no longer has/have a credit card and the repayment of the money on the credit card is requested more than a year later, we may charge costs for this.
- 19.5 We will have the right to retransfer the money on the credit card to the account, for instance where you and/or the card holder fails/fail to fulfil (or no longer fulfils/fulfil) the obligations.

### **Article 20**      **Retransferring amounts**

- 20.1 In the event that we have charged one or more incorrect amounts to you, for instance in connection with payments effected with the credit card, you must so notify us in writing as quickly as possible, or within 30 days, at the latest, of the transaction statement that lists those incorrect amounts being deemed to have been received by you. In that written notification, you must also state the reason for the inaccuracy. Upon receipt by us of the written notification within the period set, we will retransfer the amount (or any part thereof) that was incorrectly charged. In the event that a later

investigation shows that the amounts in question were correctly charged, we will again charge that amount to you, plus interest and any costs of retransfer and/or the investigation.

20.2 The right to a retransfer will not apply in the event that the payment 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.

20.3 If the card holder has a discussion with the party to whom or which the card holder made payment using the credit card, the card holder may contest the payment in respect of the provider of the credit card.

## Chapter 5 Further arrangements made with you

### Article 21 Obligations of card holder

21.1 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 card and the PIN code. In doing so, the card holder must at least observe the rules to be determined in more detail by us. "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 holder can dispose thereof. We will inform you and the card holder to the best possible extent about the precautionary measures to be taken. The card holder must take the measures prescribed by us to prevent any use of the card by an unauthorised party. The card holder must also, on a regular basis, consult the information provided by us or on our behalf about measures the card holder can take to prevent fraud with the card. The card holder can find this information on the website, among other places.

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

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

21.3 The card holder must always use the card safely. The card holder will use the card safely only if he/she:

- never gives the card to another party, even if that party wants to help 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 own card has been returned to him/her 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 us or the helpdesk communicated by us in the event that the card was not returned to him/her following a payment or 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 possession at least once a day.

21.4 The card holder must keep the PIN code granted to him/her secret in respect of any party, including family members, housemates, fellow account holders and attorneys in fact. The card holder may not state the PIN code on the card. The card holder will be obliged to destroy the letter by which he/she 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 cannot remember the PIN code, he/she may make a note of the PIN code in a form not recognisable to other parties and must not keep such note on or with the card.

21.5 The card holder will be obliged to use the PIN code safely. The card holder will use the PIN code safely only if he/she:

- takes any and all necessary precautionary measures, so that 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;
- refuses to accept any help from another party when entering the PIN code; and
- chooses or changes the PIN code him-/herself and the PIN code chosen is not easy to guess.

Non-compliance by you and/or the card holder with the obligations laid down in this Article will render you liable as set out in the Article titled "Liability of account holder". In the event that the card holder is an attorney in fact, this will also lead to liability as set out in the Article referred to above.

### Article 22 Liability of you and/or card holder

22.1 You 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.

22.2 You will be fully liable in the event of an intentional act or omission, or gross negligence on your part and/or on the part of the card holder, without prejudice to our obligation to limit damage (or prevent it from arising). There will in any case be an intentional act or omission, or gross negligence on your part and/or on the part of the card holder in the event that the card holder failed to keep the PIN code secret and/or to safeguard the safety of the card, any non-permitted payments are effected with the card or the card is used wrongfully.

22.3 In addition, you will be liable for the consequences of any unauthorised use prior to the card holder 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 other parties, up to 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, you 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, payments as referred to in paragraph 7.4 of the Article titled

“Making payments and withdrawing cash with card” or paragraph 9.1 of the Article titled “Contactless payment without PIN code at pay machine” must be involved, and you must have fully observed the rules issued by us or on our behalf, the agreement and the applicable conditions.

22. The limitation of the liability as referred to above in paragraph 22.3 will lapse in the event that:
- the card holder failed to report an incident as referred to promptly upon having had to detect it to the helpdesk communicated by us; and/or
  - the unauthorised payment or payments could take place because the card holder failed to fulfil his/her obligation to observe confidentiality with respect to the PIN code granted to him/her and/or to store the card safely.
- 22.5 The amount referred to above in paragraph 22.3 for which you are liable will be increased by the amount of the unauthorised payment or payments taking place as from seven days of us making available the information listing an unauthorised payment for the first time up to the moment of reporting the incident.
- 22.6 Together with you, the card holder will be jointly and severally liable in full for any use of the card (and/or the consequences thereof), even if the obligation to destroy the card has arisen.

### **Article 23      Limitation and exclusion of our liability**

- 23.1 We will not be liable for:
- the consequences of not or no longer being able to use the card and/or an application, due to any cause whatsoever;
  - 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;
  - non-current, incorrect or incomplete information (regarding the balance), transaction statements and/or calculations; and/or
  - the unauthorised use of a PIN code and/or a card up until the moment at which we have received notification thereof as described in the Article titled “Incidents with card or PIN code”.
- 23.3 Should we be liable, our liability will be limited to the obligation to pay you 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. We will not be liable for any other direct or indirect damage.

### **Article 24      Information**

- 24.1 We provide you with information and allow you to take note of that information. It will be up to you to choose, from the ways offered by us, how you wish to receive the information, which includes the electronic provision of the information. The information will, for example, state the amounts of the payments effected with the card.
- 24.2 We will need to make the 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 card holders.
- 24.3 You must immediately check the information provided to you by us. In the event that we allow you to take note of information (for instance through an online service), you must check the information at least once every seven days.
- 24.4 You must immediately notify us of any inaccuracies in the information provided by us. The content of that information is considered to have been approved by you in the event that you fail to notify us as soon as possible, within 13 months of the information being able to be deemed to have reached you, at the latest. In the event that the information contains calculation errors, we will be authorised and obliged to also correct such calculation errors after the said 13-month period has passed.
- 24.6 In the event and to the extent that the applicable privacy laws, rules and regulations allow such, we will be entitled:
- to place data that we dispose of regarding you and/or the card holder, 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 for the performance of the agreement between you and us, the provision of advice to you, and activities geared to guaranteeing the financial sector’s safety and integrity;
  - to process any personal or other data regarding you 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 us information on the basis of an agreement or the law, or a supervisory authority that requests your personal data within the framework of an investigation, during or after their processing. Any parties engaged by us may also ask us for additional data regarding you, for instance to be able to comply with their laws. We may then ask you for your permission to provide your data. In the event that we do not give the information referred to above, for instance because you do not want this or because we are not allowed to give such information, this may have consequences for the services provided to you. For example, payments cannot be effected (temporarily) or we must terminate the agreement with you. In carrying out the payment order, we include the payer’s or payee’s name, address and city. Prior to a payment order, we do not provide any address and/or city relating to an account holder with an IBAN with us; and/or
  - to provide any and all personal or other data that we dispose of regarding you and/or the card holder to our legal successor or successors.

**Article 25 Evidence**

Any and all data kept by us, 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 your respect and in respect of the card holder. This also holds true for the data of other parties that we engaged. You and/or the card holder may at all times submit evidence to the contrary.

**Article 26 Currency**

Any payments in a currency other [than the euro] will be converted into euros in a way to be determined by us and on the basis of an exchange rate and exchange rate date to be determined by us. In doing so, we may apply an exchange rate margin. We may also at all times change the value date, the exchange rate date, the exchange rate, the conversion method and the exchange rate margin.

## Chapter 6 Final provisions

### Article 27 Costs

- 27.1 We will be authorised to (periodically) charge costs to you for making a card available and/or for the use of a card. In addition, we 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. We will so notify you, for instance through the website or an online service. The costs will be charged to you in euros and we may debit such costs from the account.
- 27.2 We will at all times be authorised to change such costs, the payment date, the calculation period and the calculation method. We will so notify you, for example through the website or an online service.

### Article 28 Consequences of mergers, demergers or contract takeovers

- 28.1 We can legally merge or demerge. If we do so, our legal successors may, independently and each for the whole:
- exercise all rights and powers in your respect and/or in respect of the card holder; and
  - perform all our obligations in your respect and/or in respect of the card holder.
- 28.2 We may transfer, in whole or in part, the legal relation or relations with you and the related accessory rights to another party. This is called a “contract takeover”. You and/or the card holder may not transfer the legal relation with us.
- 28.3 Under a contract takeover, our legal successors may, independently and each for the whole, in respect of those legal relation or relations:
- exercise all rights and powers in your respect and/or in respect of the card holder; and
  - perform all our obligations in your respect and/or in respect of the card holder.
- 28.4 By signing the agreement, you and the card holder hereby already give us permission for a contract takeover.

### Article 29 Amending the general terms and conditions and/or the agreement

- 29.1 We may amend the terms and conditions. We will so notify you and/or the card holder at least 30 days in advance. We may do so in writing and/or through a message in an online service.
- 29.2 If a provision laid down in the terms and conditions is not (or no longer) valid, we can replace it by another provision that is valid. The invalidity of a provision will not affect the other provisions in the terms and conditions.
- 29.3 We may agree with you that we amend parts of the agreement. If we do, this will not result in a new agreement.

### Article 30 Dutch Credit Registration Office (“BKR”)

In the event that you are a natural person, we may have to report your obligations in our respect to the Dutch Credit Registration Office [Bureau Krediet Registratie, “BKR”] in Tiel, the Netherlands. We may at all times notify BKR of your non-payment or late payment in our respect.

### Article 31 Declaring laws, rules and regulations non-applicable

The Articles from EU Directive 2015/2366 implemented in Book 7 of the Dutch Civil Code [Burgerlijk Wetboek] about which that Directive provides, in Articles 38 and 61, that they can be agreed to be inapplicable if you are not a consumer will not be applicable to these terms and conditions.

### Article 32 Residence

If your address is not known to us, you will be deemed to have chosen our head office as your residence and/or domicile. All notifications intended for you may be effected there, and all notices and documents intended for you will be delivered and/or served there.



**Rabobank**