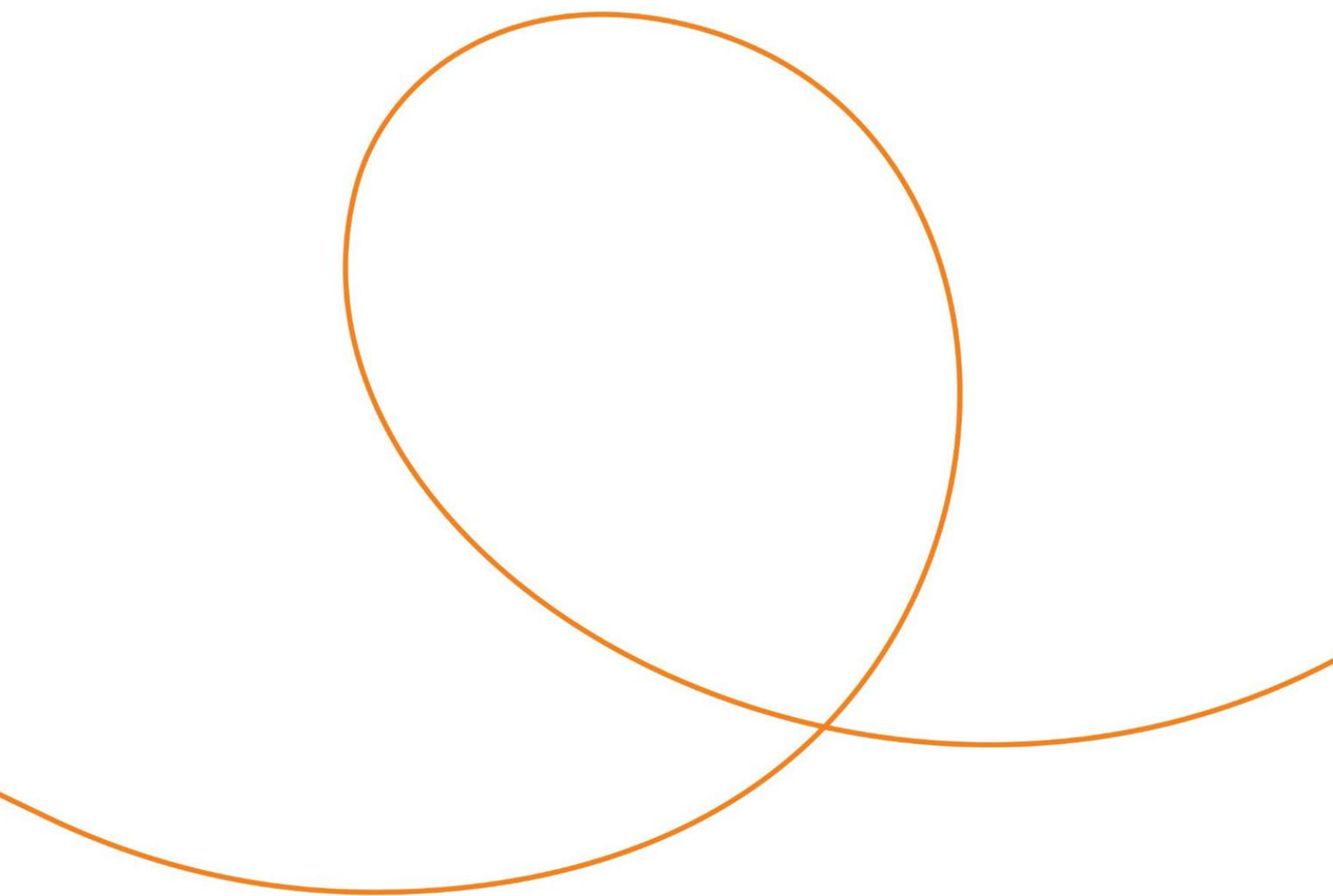


Rabobank Internet Banking Conditions of Use



Introduction

This document contains the Conditions of Use which apply to your access to and use of Rabobank Internet Banking. For Rabobank Online Savings Terms and Conditions, please visit our Website.

It is important that You know your rights and obligations when accessing and using Rabobank Internet Banking.

If You do not understand any part of these Conditions of Use, please contact our call centre on 0800 500 933 in New Zealand or if You are overseas on +64 4 819 2782.

In order to use Rabobank Internet Banking, You must agree to accept these Conditions of Use by clicking on the "Accept" button when You first log in to Rabobank Internet Banking. If You do not click "Accept" You will not be able to use Rabobank Internet Banking.

These Conditions of Use operate alongside any other terms and conditions which apply to the individual accounts (the product terms and conditions) and together govern your access to and use of the Services. These Conditions of Use are to be read together with the product terms and conditions in relation to Rabobank Internet Banking and, to the extent there is any inconsistency, these Conditions of Use will override the product terms and conditions.

The Rabobank Internet Banking Conditions of Use published on the Website represent the current Conditions of Use and may be updated from time to time. The most recent version published on the website replaces any other Rabobank Internet Banking Conditions of Use previously published on the Website or issued in any other form prior to the date of publication.

You should read these Conditions of Use carefully before You use any of the Services for the first time, and refer back to them from time to time to ensure that You understand the basis upon which the Services are made available to You.

The meaning of important terms used in these Conditions of Use is set out in the Glossary at the end of these Conditions of Use.

1. Application of Conditions of Use

- 1.1 We only allow You to access and use Rabobank Internet Banking and the Services in accordance with these Conditions of Use. All Instructions received are governed by these Conditions of Use and the product terms and conditions.

2. How we act on your Instructions

2.1 Unless:

- (a) You notify us in accordance with these Conditions of Use that You think your Username, PIN, Mobile Device or Token has been compromised, or
- (b) You notify us that You wish to terminate your Mobile Device access to the Services, or
- (c) clause 3 of these Conditions of Use applies,

we will act on any instructions received apparently sent using your Username, PIN, Mobile Device and Token Code ("Instructions").

- 2.2 If You have authorised another person to have access to your accounts using Rabobank Internet Banking, You are also liable:

- (a) for any Instructions we act upon apparently sent using that person's Username, PIN, Mobile Device and Token Code; and

- (b) for any breach of these Conditions of Use by that person, including if that person contributes to an unauthorised access to an account under clause 9.

- 2.3 We will act on Instructions received on a Business Day if those Instructions are received by the relevant payment cut-off times. Please refer to the Rabobank Internet Banking FAQs on our Website or refer to the Rabobank Internet Banking online help for payment cut-off times.
- 2.4 We will act on Instructions received after these times on the next Business Day. Instructions received on a day which is not a Business Day will be acted on by us on the next Business Day.
- 2.5 If we permit You to instruct us to carry out a transaction on a future date, we will act on your Instructions on that date, unless that date is a day which is not a Business Day, in which case we will act on the Instructions on the next Business Day after that date.
- 2.6 You must ensure that You tell us the correct amount You wish to pay and the correct recipient account. If You provide us with Instructions to make a Payment and, after we have made that Payment, You determine that the amount was greater than the required amount or You entered an incorrect recipient account, then we are not liable to You in relation to that mistake. It is your responsibility to contact the recipient to claim a refund. We will co-operate with You or another bank involved in the transaction to try to recover payments made in error.
- 2.7 If the amount You told us to pay or transfer was less than the amount You needed to pay or transfer, then You can make another Payment or transfer to the recipient to make up the difference.
- 2.8 If You have instructed us to carry out a transaction and You subsequently wish to revoke that Instruction, we will use our best endeavours to carry out your subsequent request, but accept no responsibility or liability for doing so.
- 2.9 If for any reason, any of the Services are unavailable, we recommend that You carry out any transaction through alternative means.

3. When we may refuse to carry out a transaction, and suspension and termination of the Services

- 3.1 We may place daily or other limits on the amount or value of transactions we permit to be carried out using the Services. This may also affect your ability to make a Payment using the Services.
- 3.2 There is a daily payment limit of \$300,000 across all accounts to which You have access when You use the Services on the Website, or \$25,000 when You use the Services via the Rabobank Mobile App. We may agree to change the daily limit if You request us to make a change.
- 3.3 We may from time to time and without prior notice to you, suspend or terminate your access to the Services for any reason, including in order to protect the integrity or security of our Website, for maintenance or reasons beyond our control such as Internet outages. During a period of suspension or termination of the Services, we may not be able to act on any Instructions received from You. We may also suspend or terminate your access to the Services if You have not accessed the Services for more than 12 months. We can do so without prior notice to You.
- 3.4 You may terminate your access to the Services, or that of any person authorised by You to use the Services, by contacting our call centre, giving us notice in writing, or given by the Secure Message function in Rabobank

Internet Banking. This notice is not effective until it is received by us.

- 3.5 We may refuse to carry out a transaction or act on Instructions if:
- (a) You have informed us in accordance with clause 3.4 that You wish to terminate access to the Services or if You are authorised by another person or persons to use the Services, and that person or persons has withdrawn your authorisation to use the Services;
 - (b) You have informed us or we believe that your Username, PIN, Mobile Device or Token has been compromised or is being used or will be used in a way that will cause losses to You or us; or
 - (c) the Instructions involve a transfer or other transaction which would exceed the funds available for the transfer or transaction or any daily or other limit we may place on use of the Services.

4. Token ownership and replacement

- 4.1 The Token at all times remains the property of Rabobank and You agree to return it to us:
- (a) on our request;
 - (b) on cancellation of your access to Rabobank Internet Banking;
 - (c) on closure of all of your accounts accessible by Rabobank Internet Banking;
 - (d) if You are authorised by another person or persons to use the Services, that person or those persons withdrawing your authorisation to use the Services;
 - (e) if we issue You a replacement Token; or
 - (f) if we disable a Token (i.e. prevent it from being used to access Rabobank Internet Banking) for any reason including if we suspect that a person who is attempting to access Rabobank Internet Banking is not authorised to do so.
- 4.2 After a period of time, Tokens must be replaced. We will issue You with a replacement Token at the appropriate time.

5. Accuracy of information

- 5.1 We take all reasonable steps to ensure that the information that we make available to You through Rabobank Internet Banking is correct and regularly updated from time to time. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information.

6. Checking account records

- 6.1 You should check your account records carefully and promptly notify us as soon as You become aware of any transactions that You think are in error or are transactions that You did not authorise, or You become aware of any delays in processing your transactions.

7. What You should do if You think we have made a mistake

- 7.1 Contact us as soon as possible if You think:
- (a) there has been a mistake in a transaction made using the Services; or
 - (b) information received from Rabobank Internet Banking is incorrect.

- 7.2 If we are unable to resolve the issue immediately we will notify You of the outcome, normally within 10 Business Days. If the investigation will take longer than 10 Business Days we will notify You of the delay and the reason for the delay.

- 7.3 If we find an error in your account, we will correct the error, adjust any interest and/or charges, and inform You of what we have done.

- 7.4 If we conclude that no error has occurred, You may ask us to review our investigation and give You a copy of the material on which we based our decision (however, we cannot give You material which may breach a duty of confidentiality or a legal obligation, or may adversely affect our interests). If You are not satisfied with our response we will advise You of other avenues of dispute resolution open to You.

8. Protecting your Username, PIN, Token, Mobile Device, and Token Code

- 8.1 It is essential that You take all reasonable steps to protect the security of your Username, PIN, Token, Mobile Device and Token Code, including by:
- (a) never disclosing your Username, PIN, Mobile Device, Token Code or any other security information to anyone else, including bank staff, police or family members;
 - (b) memorising your Username, PIN and other security information. Do not keep a written record of your Username, PIN or other security information, including keeping your Username or PIN on a file or on your computer or other device (including any password saving facility);
 - (c) keeping your Token in a secure place separate from anything which will identify You or your accounts (this also means that You must not give your Token to anyone else);
 - (d) ensuring that no one else can access Rabobank Internet Banking using your Username, PIN, Mobile Device or Token Code;
 - (e) not creating or using a PIN or any other security information that:
 - (i) can be easily found out; or
 - (ii) relates to personal information about yourself (e.g. your birthday or family, street or pet names) or includes any obvious or sequential numbers such as 54321 or related numbers such as 22222;
 - (f) creating or using a PIN or any other security information that is unique and/or is not the same as or similar to PINs, passwords or any other security information used for other services You use;
 - (g) changing your PIN or any other security information immediately if anyone else does or may know it;
 - (h) regularly changing your PIN or any other security information, and knowing how to do this;
 - (i) taking reasonable care when accessing Rabobank Internet Banking to ensure that your PIN or other security information is not seen by or disclosed to anyone else; or
 - (j) not opening attachments or running software from untrusted or unknown sources.

- (k) not responding to any requests for your PIN or other security information.

8.2 If at any time You suspect that:

- (a) You have lost your Token, Mobile Device or they have been stolen;
- (b) someone else may know your Username, PIN or Token Code; or
- (c) someone may have accessed your Rabobank accounts without your authority,

You must immediately inform us by telephoning our call centre on 0800 500 933 in New Zealand or +64 4 819 2782 if You are overseas. If You telephone us outside our normal office hours You may be asked to leave a message. You must give your full details when You leave a message so that we may act upon your instructions at the earliest opportunity.

8.3 If You do not follow the requirements of this clause, You may be liable for any losses which arise.

9. Liability for unauthorised transactions

9.1 This clause sets out when You may be responsible for losses which occur as a result of unauthorised access to your accounts, or if You unreasonably delay notifying us of certain matters.

- (a) You will not be liable for losses caused by unauthorised transactions before You are able to access Rabobank Internet Banking for the first time or during any period we prevent You from accessing Rabobank Internet Banking, including, if applicable, before You receive your Username, PIN or other security information, provided You have notified us of your current address. In any dispute about receipt of your Username, PIN or other security information that are not issued to You in person, we will not rely on proof of despatch to your current address as proof that the Username, PIN or other security information or additional authentication were received.
- (b) If You advise our call centre as promptly as is reasonably possible that your Username, PIN or other security information is or may be known to another person or there has been an unauthorised access to your Rabobank Internet Banking information or accounts, You will not be held responsible for any loss, unless You have acted fraudulently or negligently or have contributed to such disclosure or unauthorised access by not following the security information and advice we provide to you, including in these Conditions of Use and on our Website.
- (c) You may be liable if an unauthorised transaction occurs after You have received the means to access Rabobank Internet Banking if, for example (but without limitation), You have breached our terms and conditions by doing any of the following:
 - (i) You have a PIN or other security information of a type You have been warned not to choose;
 - (ii) You have voluntarily or negligently disclosed Your PIN or other security information to anyone else;
 - (iii) You have kept a written or electronic record of your Username, PIN or other means of access.
 - (iv) You have used a computer or device (including Mobile Device) that You know or believe does

not have appropriate protective software and operating system installed and reasonably up-to-date;

- (v) You have not taken reasonable steps to ensure that the protective systems installed on your computer or device (including Mobile Device) such as virus scanning, firewall, anti-spyware, operating system and anti-spam on your computer are continued to be updated within a reasonable period of time;
- (vi) You have not taken reasonable care to safeguard your Token or any other device (including Mobile Device) that is used to access your Rabobank Internet Banking, including for example, having appropriate security protection in place on your Mobile Device to prevent unauthorised access to your Mobile Device;
- (vii) You have not advised us promptly (as is reasonably possible) that You are aware that someone other than You has accessed your Rabobank Internet Banking or an unauthorised transaction has occurred;
- (viii) You have left your computer or Mobile Device unattended when logged on to Rabobank Internet Banking; or
- (ix) You have not followed our reasonable security warnings from time to time about the appropriate processes and safeguards to follow when using Rabobank Internet Banking.

9.2 If You have used your account, or allowed your account to be used, to process fraudulent or unauthorised transactions, You may be liable for some or all of the loss suffered by the party who has been defrauded, regardless of the balance in your account(s).

9.3 You may elect to access the Rabobank Mobile App on your Mobile Device using biometric identification such as fingerprint or facial recognition. Because all biometric identification details are stored on your Mobile Device (and not stored with us), we will not be able to verify the identity of any person who uses biometric identification to access your accounts. We therefore will not be liable for any loss occurring as a result of biometric identification data being compromised on your Mobile Device in any way.

9.4 You will be liable for any losses You incur as a result of any breaches of these terms.

10. Use of Third Party Services

10.1 We do not endorse any third party services that access Rabobank bank accounts on your behalf. If You allow a third party service to access your Rabobank bank account, You do so at your own risk.

10.2 If You choose to accept this risk, we encourage You to exercise caution when providing any third party service with access to your Rabobank bank account, including ensuring that You understand the way the third party service will use and secure your personal information and banking data, or create payments on your behalf.

10.3 Your banking credentials enable You to log in to Rabobank Internet Banking so You can access your bank account, view your transactions, make payments and carry out other activities. Any third party service holding your banking credentials could misuse them to carry out these

same actions. The safest option for You is to not share your banking credentials with anyone else.

10.4 We are not liable for any loss, including financial loss, if You do not act in accordance with these requirements. If You have any concerns regarding data shared with a third party service or payments made using a third party service, we recommend You get in touch with that third party as soon as possible.

11. Disclaimer and limitation of liability

11.1 Other than warranties and conditions implied by relevant legislation, the exclusion of which from a contract would contravene a statute or cause part or all of this clause to be void ("Non-excludable Condition"), Rabobank excludes all terms, conditions and warranties in relation to the Services.

11.2 Except where Rabobank's liability cannot be excluded by virtue of relevant legislation or to the extent that these Conditions of Use or the Code of Banking Practice provide otherwise, where such loss or damage arises from fraud committed by one of our employees, Rabobank excludes all liability to You for any:

- (a) loss or damage; and
- (b) consequential or indirect loss or damage, including without limitation loss of profits, arising in connection with your use of or access to, or any inability to use or access, the Services, whether in contract, tort (including negligence) or otherwise.

11.3 For breach of any Non-excludable Condition, Rabobank limits its liability, at Rabobank's option, to resupply of the Service or the cost of resupplying the Service.

11.4 You agree to indemnify us against all expenses, losses, damages, and costs (on a full indemnity basis and whether incurred by or awarded against us) that we may sustain or incur as a result of You using the Services other than in accordance with these Conditions of Use.

12. Fees and charges

12.1 We may impose fees and charges for your use of the Services. Any fees and charges imposed in accordance with this clause will be notified to you, and may be debited, together with all government taxes and charges imposed on transactions made using Rabobank Internet Banking, to the account to which the fee or charge relates, or if that account has insufficient funds, to any other account held by You with us. There are currently no fees or charges imposed for your use of the Services.

13. Changes to these Conditions of Use and notices

13.1 We may change these Conditions of Use at any time, by publication of updated Conditions of Use on the Website. The date on the Conditions of Use will indicate when these Conditions of Use were last updated.

13.2 Subject to the remainder of this clause 13, You will be asked to read and accept any new Conditions of Use when You use the Services through Rabobank Internet Banking, by clicking on the "Accept" button appearing on the website. If You do not click "Accept", You will not be able to use Rabobank Internet Banking.

13.3 We will give You 14 days' written notice if:

- (a) we impose any new fees and charges or increase any fees and charges applicable to your use of the Services; or
- (b) we introduce or change any daily or other limit; or

- (c) we change the amount for which You will be liable in the event of any unauthorised access to your account.

13.4 Where we are required to give You written notice, in connection with this clause and your use of the Services generally, we may give notices on our Website, via the Rabobank Mobile App or by e-mail to your e-mail address last notified to us, and You acknowledge and consent to us giving notices to You in this form.

13.5 Subject to clause 13.4, our obligation to notify You of changes does not apply if the changes are:

- (a) required in an emergency to protect the integrity or security of our Website, Rabobank Internet Banking or any account;
- (b) are minor or to correct an error;
- (c) are not (in our opinion) likely to cause detriment to you; or
- (d) are required to comply with any law or regulation.

14. Privacy of information You provide to us using Rabobank Internet Banking

14.1 You acknowledge that:

- (a) We collect certain personal information about You when You use Rabobank Internet Banking:
 - (i) as referred to in our Privacy Statement published on our Website for the purposes set out in that Privacy Statement; and
 - (ii) relating to any Instructions received by us and any consequential transactions for the purpose of carrying out those Instructions and administering your accounts; and
 - (iii) for the purpose of providing You with information that may be of interest to You and about other products and services offered by Rabobank and other companies in the Rabobank Group (in which case we may disclose your information to those companies). If You do not agree to us using your information for this purpose, You may instruct us not to be contacting us.
- (b) You can gain access to, and correction of, your personal information by contacting us.
- (c) If You do not provide us with all of the information we require, You may not be able to use Rabobank Internet Banking or access the Services.
- (d) We also usually disclose your personal information relating to any Instructions received by us and any consequential transactions, for the purpose of carrying out those Instructions, to organisations to whom we outsource our information technology, financial processing, data storage and mailing functions.

15. Severance

15.1 If any part of these Conditions of Use is illegal, invalid or unenforceable at law, the rest of these Conditions of Use are to be read so as to exclude any such part and will remain enforceable to their fullest extent.

16. Glossary - Meaning of important terms

Business Day means any day other than a Saturday, Sunday, or a nationwide New Zealand public holiday.

Instructions has the meaning described in clause 2.

Internet Banking means access to your Rabobank accounts via the Website or the Rabobank Mobile App.

Mobile Device means a mobile phone, smart phone, tablet computer or other device onto which You have installed the Rabobank Mobile App or use to access Internet Banking.

Payment means all electronic transactions involving a transfer or payment of funds from your Rabobank accounts, unless specified to the contrary.

PIN means the 4 digit personal identification number we issue to You to enable You to access the Services, and any version of that number changed by either You or us in accordance with these Conditions of Use.

Rabobank, we, us, our means in respect of banking services, where an account is opened in New Zealand, Rabobank New Zealand Limited (NZBN 9429040969855); in all other cases, Coöperatieve Rabobank U.A. (NZBN 9429038354397) incorporated in the Netherlands.

Rabobank Group means Coöperatieve Rabobank U.A. (NZBN 9429038354397) and any of its related entities.

Rabobank Mobile App means the computer application for use in connection with Rabobank Internet Banking, which we make available for You to install on your Mobile Device.

Services means the services provided to You when using Rabobank Internet Banking including with the Rabobank Mobile App.

Token means the hand held device that generates and displays the Token Code which we issue to You to enable You to access the Services and includes any replacement Token issued.

Token Code means the 6 digit numeric code randomly generated at regular intervals and displayed by the Token.

Username means the identification code we issue to You to enable You to access the Services, and any version of that code changed by either You or us in accordance with these Conditions of Use.

Website means www.rabobank.co.nz

You means a person registered to use Rabobank Internet Banking.