



Rabobank Internet Banking

Conditions of Use

Rabobank New Zealand Limited

For more information, please call
0800 722 622 (0800 RABOBANK)

www.rabobank.co.nz

Introduction

This section contains the Conditions of Use which apply to your access to and use of Rabobank Internet Banking. Please read carefully through the Conditions of Use now. If you do not understand any part of them, please contact our staff via the Rabobank Internet Banking InfoLine on 0800 110 105 in New Zealand or if you are overseas +64 4 819 2782. It is important that you know your rights and obligations when accessing and using Rabobank Internet Banking.

In order to use Rabobank Internet Banking, you must agree to accept these Conditions of Use by clicking on the "Accept" button at the end of this section (upon login). If you do not agree with any of these Conditions of Use, click on the "Decline" button (upon login). You will then not be able to proceed further into the Rabobank Internet Banking site.

These Conditions of Use operate alongside any other terms and conditions which apply to the individual accounts or products affected by your use of Rabobank Internet Banking (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 and, to the extent of any inconsistency, override the product terms and conditions in relation to Rabobank Internet Banking.

The Rabobank Internet Banking Conditions of Use published on the Website represent the current Conditions of Use and replace any other Rabobank Internet Banking Conditions of Use published on the Website or issued in any other form prior to the date specified above as the current date.

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

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

Until you notify us in accordance with these Conditions of Use that you think your Username, PIN, Mobile Device or Token has been compromised, or that you wish to terminate your Mobile Device access to the Services, we may act on any instructions received apparently sent using your Username, PIN, Mobile Device and Token Code (Instructions).

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

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

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 FAQ on our Website or refer to the Rabobank Internet Banking online help for payment cut-off times.

We may act on instructions received after these times on the next Business Day. Instructions received on a day which is not a Business Day may be acted on by us on the next Business Day.

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. You must be careful to ensure that you tell us the correct amount you wish to pay. If you request us to make a payment and after we have made that payment you determine that the amount was greater than the required amount or you quoted an incorrect recipient account, then we are not liable to you in relation to that mistake and 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.

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.

If you have instructed us to carry out a transaction and 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.

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

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. There is a daily limit of \$500,000 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.

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.

You may terminate your access to the Services, or that of any person authorised by you to use the Services, by giving us notice in writing. This notice is not effective until it is received by us and may be given by the Secure Message function of Rabobank Internet Banking.

We may refuse to carry out a transaction or act on Instructions if:

- You have informed us in writing 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;
- 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
- 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.

If, for any reason, any of the Services are unavailable, we recommend that you take steps to carry out any transaction through alternative means.

4. Token ownership and replacement

The Token at all times remains the property of Rabobank and you agree to return it to us on:

- Request by us;
- Cancellation of your access to Rabobank Internet Banking;
- Closure of all of your accounts accessible by Rabobank Internet Banking;
- 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; or
- The issue to you of a replacement Token.
- Us disabling 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.

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

We take all reasonable steps to ensure that the information that we make available to you through Rabobank Internet Banking is correct and updated regularly at the intervals we specify 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

You should check your account records carefully and promptly report to 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

Contact us as soon as possible if you think:

- there has been a mistake in a transaction made using the Services
- information received from Rabobank Internet Banking is incorrect.

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

If we find an error in your account, we will promptly correct the error, adjust interest and charges accordingly and tell you what we have done.

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 infringe a duty of confidentiality, 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

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. Not keeping 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). However, if you do keep a record of your Username or PIN, you must ensure that they are kept in secure places separate from each other and your Token, Mobile Device and anything which may identify you or your accounts.
- c. Keeping your Token in a secure place separate from any record of your Username or PIN and 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 knows your Username, PIN, Mobile Device or Token Code or 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.
- 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.

If at any time you suspect that:

- i. You have lost your Token, Mobile Device or a record of your Username or PIN or they have been stolen;
- ii. Someone else may know your Username, PIN or Token Code; or
- iii. Someone may have accessed your Rabobank accounts without your authority you must immediately inform us by telephoning our Rabobank Internet Banking InfoLine on 0800 110 105 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.

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

9. Liability for unauthorised transactions

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 us 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 or failed to store your Username, PIN or other means of access in a secure facility acceptable to us;
- 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;
- vii. you have not advised us as 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 about the appropriate processes and safeguards to follow when using Rabobank Internet Banking.

If any of these breaches apply, your maximum liability will be the lesser of:

- i. the actual loss at the time of notification to us; or
 - ii. the balance that would have been available for withdrawal from your account(s), including any credit facility, between the time any unauthorised access was made and the time you notified us.
- d. 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).

10. Disclaimer and limitation of liability

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.

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.

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.

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.

11. Fees and charges

We are entitled to 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.

12. Changes to these Conditions of Use and notices

We may change these Conditions of Use at any time, by publication of an updated form of these Conditions on this site. The date appearing next to the words "current as at" will indicate when these Conditions of Use were last updated. You will be required to read and accept any new Conditions of Use when you use the Services through the Website.

We will give you 14 days' written notice if we impose any new fees and charges or increase any fees and charges applicable to your use of the Services; or if we introduce or change any daily or other limit; or if we change the amount for which you will be liable in the event of any unauthorised access to your account.

To the extent permitted by law and any relevant Code of Practice to which we subscribe, 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 by post to your residential or business address notified to us or (at our discretion) 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.

Our obligation to give you notice does not apply if variations are required in an emergency to protect the integrity or security of our Website, Rabobank Internet Banking or any account.

13. Privacy of information you provide to us using Rabobank Internet Banking

You acknowledge that:

- a. Rabobank collects the following personal information about you when you use Rabobank Internet Banking:
 - i. as referred to in our Privacy Statement published on the Website; and
 - ii. details relating to any Instructions received by us and any consequential transactions.
- b. You can gain access to your personal information by contacting us.
- c. We collect your personal information:
 - i. as referred to in our Privacy Statement published on the 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.
- d. 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.
- e. We also collect your personal information relating to any Instructions received by us and any consequential transaction, 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 by e-mailing us.

- f. We also usually disclose your personal information relating to any Instructions received by us and any consequential transactions to organisations to whom we outsource our information technology, financial processing, data storage and mailing functions.

14. Severance

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.

15. Conditions of Use binding

You will accept these Conditions of Use as amended from time to time and be bound by them by clicking on the "Accept" button appearing in this section.

16 Glossary - Meaning of important words

- **Business Day** means any day other than a Saturday, Sunday, or public holiday in, where an account is opened in New Zealand.
- **Instructions** has the meaning described in clause 2.
- **Mobile Device** means a mobile phone, smart phone, tablet computer or other device onto which you have installed the Rabobank Mobile App.
- **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** a person registered to use Rabobank Internet Banking.