

All In One – Regulation Loan **Terms and Conditions**

Effective from October 2021

These Conditions of Use are the terms and conditions which apply to your Rabobank All In One – Regulated Loan account, together with the terms and conditions referred to in clause 2.1. Your use of the Account will confirm that you have read and accepted these Conditions of Use.

Rabobank Australia Limited
ABN 50 001 621 129 AFSL 234 700 Australian Credit Licence 234 700



Rabobank

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1. Definitions

In these Conditions of Use and any Line of Credit Contract, unless the contrary intention appears:

- 1.1 **Account** – means a Rabobank All In One account held with the Bank in your name and includes any Line of Credit facility.
- 1.2 **Authorised Signatory** – means any person named as such on the Account Operating Authority or subsequently notified by you and accepted by us.
- 1.3 **Available Funds** – means, at any time:
 - if there is no Line of Credit, any credit balance of the Account and any overdrawn under clause 4.5, or
 - if there is a Line of Credit, any credit funds held in the Account and the Undrawn Amount (as defined in the Rabobank All In One Standard Line of Credit Terms).
- 1.4 **Bank, Rabobank, we and us** – mean Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700) and its successors and assigns.
- 1.5 **Business Day** – means a day which is not a Saturday or Sunday, or a public or bank holiday in New South Wales.
- 1.6 **Fees Schedule** – means the Rabobank All In One account Schedule of Standard Fees for a Regulated Loan.
- 1.7 **Government Charges** – means any government fees, taxes, charges or duties that may apply to the Account or the operation of the Account by you, or which we are permitted to deduct from the Account from time to time, whether or not you are primarily liable to pay them.
- 1.8 **Line of Credit** – means any line of credit facility made available to you in accordance with a Line of Credit Contract as part of the Account.
- 1.9 **Line of Credit Contract** – means the Facility Agreement, as defined in the Rabobank All In One Standard Line of Credit Terms, between you and the Bank relating to the Account.
- 1.10 **Variable Rate** – means Rabobank's variable debit annual percentage rate, which Rabobank may at any time at its sole discretion vary, either by way of increase or decrease, conforming with general movements in Rabobank's annual percentage rates.
- 1.11 **You** – means the person(s) who own the Account.

2. General conditions

- 2.1 These Conditions of Use, any Line of Credit Contract and the Fees Schedule set out our agreement with you about the Account. We advise you to read all of the terms and conditions applicable to your All In One Account.
- 2.2 If there is an inconsistency between any of the terms of our agreement with you, then the Line of Credit Contract will prevail over these Conditions of Use to the extent of the inconsistency.

- 2.3 These Conditions of Use do not limit or exclude any of our rights, or any of your rights, under the general law or under banking custom or practice, except where those rights are inconsistent with these Conditions of Use. However, these Conditions of Use are subject to any nonexcludable condition imposed by law (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose) to the extent of any inconsistency.
- 2.4 You agree to be responsible for the conduct of Authorised Signatories, including any debts they incur. If you wish to revoke their authority to operate on the Account, you must tell us in writing.
- 2.5 If a transaction or instruction from you or us falls outside business hours, after processing times, on a day that does not exist or on a non-Business Day, we may process the transaction or instruction on the preceding or following Business Day. Please refer to our website for processing cut-off times.
- 2.6 If you are required to make a payment under any Line of Credit Contract on the 29th, 30th or 31st of a month and a particular month does not contain such a date, that payment must be made on the preceding Business Day.
- 2.7 If our agreement with you about the Account says something will or must be done (including making a payment) on or by a particular day and that day is not a Business Day, that thing will or must be done on or by the next Business Day.

3. Accounts in two or more names

- 3.1 If the Account is owned by two or more people:
 - These Conditions of Use bind each of you separately as well as together;
 - Each of you individually may, subject to clause 3.2 and 3.3, give us instructions on any matter relating to the Account other than to close the Account;
 - We may pay any credit balance of the Account to any of you;
 - We may deliver to any of you any documents, deeds or items which we hold, subject to any nomination you make in respect of the Line of Credit facility;
 - Where one owner dies, the survivor(s) will own the Account; and
 - You are jointly and severally liable for all debts incurred on the Account.
- 3.2 You must advise Rabobank in writing how the Account is to be operated and instructions may be varied in writing.
- 3.3 You can advise us to change the authority so that all owners of the Account must approve future withdrawals. We may also decide to permit operations on the joint account only if all joint account owners authorise such operations if we become aware of any dispute between persons that own the account.

4. Operating Your Account

- 4.1 You must conduct the Account in accordance with these Conditions of Use.
- 4.2 Proceeds of cheques are not available until cleared. Clearance usually takes 5 Business Days.
- 4.3 We may require you to satisfy us as to your identity. We may refuse to act on any instructions which we consider may be invalid or if we consider there is a dispute between any of the Account Owners or Authorised Signatories. We may, at our discretion, act on telephone, e-mail or facsimile instructions apparently sent by you, unless you notify us, in accordance with clause 8.7, that any cheque or cheque book has been lost, stolen or misused.
- 4.4 We may refuse to authorise a transaction if we believe it is reasonably necessary for security purposes, we suspect fraudulent use of or access to your Account, you fail to comply with the requirements of clauses 4.5, 4.12, 8 or 14.3 of these Conditions of Use or we consider it reasonably necessary for compliance with anti-money laundering obligations. You agree that we will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction, where we have the right to so refuse.
- 4.5
 - (a) If there is no Line of Credit, by prior agreement with us you may overdraw the Account for a period of no more than 62 days. You must pay debit interest on the overdrawn amount as set out in clause 7.2(b), and fees may also be payable. Any such overdraft will also be subject to any other terms we agree with you at that time. If there is no such agreement and clause 4.12 does not apply, you must not overdraw the Account.
 - (b) If there is a Line of Credit, the Line of Credit Contract applies to all debit balances of the Account.
- 4.6 We may provide you with a statement which states the amount you owe us on this Account, or which states anything else about the Account. The statement is sufficient to prove those things, unless you show evidence that the statement is incorrect.
- 4.7 We may monitor and/or record telephone conversations for verification purposes.
- 4.8 We are not liable to you for any loss, cost or damage you suffer arising from any act, event or circumstance which is beyond our reasonable control, or which does not involve negligence or fraud on our part.
- 4.9 If we give you access to any funds prior to them being cleared, and the funds are not subsequently cleared for any reason, we will debit the Account with the amount of those funds e.g. cheques.
- 4.10 You agree to indemnify us against any loss, cost, expense or damage we suffer as a result of you acting negligently or fraudulently in connection with the operation of the Account. We may, upon giving you advance written notice, debit to the Account any amount you owe us under this indemnity.

- 4.11 You may make payments to the Account by direct debit from another account you hold or in any other manner acceptable to us. Payments will only be credited to the Account upon actual receipt by us of the funds in Sydney.
- 4.12 We may, at our discretion, process a payment in excess of the Available Funds. If we do so, you must pay debit interest on any amount in excess of the Available Funds as set out in clause 7.2(b) and fees may also be payable. If there is a Line of Credit, the applicable fees and interest are set out in the Line of Credit Contract.

5. Methods of Serving a Notice

- 5.1 In addition to effecting service as permitted by law, subject to any nomination you make in respect of the Line of Credit facility, any statement, demand or notice to you may be validly served by being delivered or sent to the address nominated by the owner(s) of the Account in writing.
- 5.2 All written notices to us must be sent to the address on the Account Application form or as subsequently notified to you.
- 5.3 Subject to any other specific provision, service pursuant to this clause is taken to be effected:
 - (a) where sent by post, upon the earliest of actual receipt, the day when the addressee would have received the item in the ordinary course of post, or 10 days after posting;
 - (b) where sent by facsimile, the time when the machine from which it was sent indicates that it was sent successfully; or
 - (c) where e-mailed, when it enters your email system.

6. Statements

- 6.1 We will provide you account statements monthly, except if there is a Line of Credit, in which case we will send you account statements in accordance with the Line of Credit Contract.
- 6.2 You must check your account statement and let us know immediately if you want to question an entry shown on it.
- 6.3 If there is no Line of Credit, we will not provide you with a statement if it has been agreed that some other method will be used to record the transactions or a statement need not be provided, or no amount has been debited or credited to the Account during the statement period (other than debits for government charges, or duties, on receipts or withdrawals), or we are unable, after taking reasonable steps to locate you.

7. Interest

- 7.1 We will pay a variable rate of interest on any credit funds held in the account. Our rates vary, sometimes daily. They are based on the prevailing bank bill swap rates. The current credit interest rates, and also past rates and ranges of rates, are available on request from client services, by

telephoning 1800 025 484 or on our website at www.rabobank.com.au. Different credit rates of interest may apply, depending on the amount of credit funds. Interest is calculated daily by applying the applicable daily interest rate to the relevant portion of the credit balance of the Account at the end of each day. The daily interest rate is the relevant interest rate divided by 365. The sum of all such amounts for the relevant period is credited to the Account monthly in arrears on the last day of each month and on closure of the Account. However, if there is a Line of Credit, it will be credited on each Interest Debit Date and on closure of the Account. Interest is accrued from the first date on which the Account has a credit balance or the date of the last interest payment, up to but not including the date of the next interest payment, withdrawal of all the credit funds or closure of the Account.

- 7.2 (a) If there is a Line of Credit, interest on any debit balances, including overdrawings, is determined by the Line of Credit Contract.
- (b) If there is no Line of Credit, interest on overdrawings is calculated daily by applying the daily debit interest rate to the debit balance of the Account at the end of each day. The daily debit interest rate is the Variable Rate applicable for that day, plus a fixed margin which is set out in the Fees Schedule, divided by 365. The sum of all such amounts for the relevant period is debited to the Account monthly in arrears on the last day of each month and immediately before closure of the Account. The current Variable Rate is available on request from client services, by telephoning 1800 025 484 or on our website at www.rabobank.com.au.

8. Cheque Facility

If we agree to open a cheque facility in respect of the Account, this clause will apply.

- 8.1 You may only write cheques on the forms we supply.
- 8.2 We may, at our discretion, dishonour any cheques presented for payment in excess of the Available Funds, or which are postdated or stale.
- 8.3 You may request payment to be stopped on any cheque not yet cleared, as long as you pay any charges we impose for this service. Further information on our requirements for stopping a cheque is contained in clause 10.1.
- 8.4 If either you or we:
- close the Account, or
 - cancel the cheque facility,
- we will dishonour any cheque presented following closure, unless you make other arrangements with us. At this time, you must also return to us any remaining cheque forms.
- 8.5 Our right to take action to recover any moneys you owe us will not be prejudiced by any decision we make to meet payment on any cheque.
- 8.6 You must safeguard your cheques.
- 8.7 If any cheque or cheque book is lost, stolen or misused, you must notify us as soon as possible by calling 1800 025 484.

- 8.8 If you delay unreasonably in advising us that a cheque or cheque book is lost, stolen or misused, other people might be able to withdraw money from the Account without your permission.
- 8.9 Crossing a cheque and adding the words "Not Negotiable" or "Account Payee Only" will add some protection against theft or fraud, as will deleting the words "or Bearer". For further information, please contact us for a copy of our General Information on Banking Services booklet.
- 8.10 You should always ensure that there are no unnecessary spaces between numerals or words written on a cheque, and that you always complete it fully before you sign it.

9. Other Payment Facilities

- 9.1 Automated Periodical Direct Debit You may authorise another person (direct debit user) to debit the Account for payment of services. The direct debit user must, if required, provide us with documentation satisfactory to us of your authorisation.
- 9.2 Automated Periodical Payment
You may authorise us to make regular automatic payments from the Account to another person. Your authorisation to us must be in writing and set out details of the Account, amount to be paid, dates of payment and payee.

10. Stopping Payments

- 10.1 A Cheque
If the Account has a cheque facility, you can cancel or stop payment on a cheque before it is cleared. To do so, contact us on 1800 025 484, and provide your name, account number and the following details of the cheque:
- cheque number
 - amount of the cheque
 - name of the payee
 - date of the cheque
- Alternatively, you may deliver a written request, or send a facsimile, to any branch setting out the above details of the cheque.
- You can cancel a stop payment request. You must do so in writing, giving the above details of the cheque.
- We charge a fee for stopping payment on a cheque. This fee is set out in the Fees Schedule.
- 10.2 A Direct Debit
If you have authorised a direct debit user to debit the Account and you want to stop this arrangement, you may contact either the direct debit user or us. Provided that you give us full written details of the direct debit arrangement, including the name of the direct debit user, and, if applicable, the due date and amount, we will promptly process your request. If you contact us, we also suggest that you contact the direct debit user and notify them of your action.

10.3 An Automated Periodical Payment

If you have authorised us to make regular automatic payments from the Account and you want to stop these payments, you must provide written instructions to us at least 3 Business Days before the next payment is scheduled to be made. We will need full details of the Account and of the payment (amount, when next due payee).

11. Combination of Accounts

- 11.1 In certain circumstances, we may combine all or any of your accounts held with us or our related entities.
- 11.2 In accordance with the Banking Code of Practice, we will promptly notify you if we combine any of your accounts, however we need not give you notice in advance and in exercising a right to combine accounts, we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.
- 11.3 Subject to the provisions of this clause 11, if we combine accounts and one of those accounts is regulated by the National Credit Code we will comply with that Code, and where permitted, we will apply some or all credit funds against some or all debt you owe us. If we combine all of your accounts, there will be only a single amount either we owe you or you owe us. Combining Accounts may result in a cost being debited to an account (including this Account), such as a break cost if a term deposit is combined.
- 11.4 We have no obligation to combine your Accounts.

12. Fees

- 12.1 We may debit to the Account all or any of our standard fees and charges and any Government Charges applicable to the Account when they become payable. For further details of current Government Charges, contact us free on 1800 025 484.
- 12.2 The Bank's standard fees include (but are not limited to):
- fees for some transactions which you conduct on the Account; and
 - fees for certain other services which we provide.
- Our standard fees and charges are set out in the Fees Schedule, which is available on request. You may obtain a copy of the Fees Schedule at any branch.
- 12.3 Withholding tax on interest may be payable by nonresidents at the time it is paid.

13. Breach of Conditions of Use

If you breach any of clauses 2.4, 4.5, 4.12, 8 or 14.3 of these Conditions of Use, our rights include doing any or all of the following:

- closing the Account (except where you have a Line of Credit, in which case we will act in accordance with the Line of Credit Contract); and
- cancelling any cheque facility.

14. Closure of the Account

- 14.1 If you wish to close the Account, you must give us written notice. You must pay any amounts you owe us under the Account. If the Account is a joint Account we will need instructions from you and the other joint Account Owner or Owners before closing the Account.
- 14.2 Rabobank has the right to close, or block access to, any account if:
- it is no longer lawfully possible for us to provide an Account to you;
 - we consider that you have committed a material breach of these Conditions of Use;
 - we consider that your account is "inactive" i.e. you have not made a deposit into, or withdrawal from, the account within the previous 12 months, and the balance is less than \$1,000;
 - we have assessed you as being a recalcitrant account holder (including if you are "recalcitrant" within the meaning of any Applicable Regulations);
 - we consider it necessary for security reasons or we reasonably suspect fraudulent use or access to the account;
 - you are involved in or convicted of criminal activity and we, in our reasonable opinion, consider such an involvement or conviction may adversely impact Rabobank's reputation; or
 - we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

Rabobank may otherwise in its reasonable discretion, close the Account by giving you a minimum of 30 days' notice in writing. If the Account has a debit balance, we will comply with the Line of Credit Contract or the agreement referred to in clause 4.5, as applicable. If the Account has an overdrawn or debit balance not covered by a Line of Credit Contract or other agreement, you must pay to us the amount of that debit balance.

- 14.3 Following notification of closure of the Account for any reason, we will continue to debit to the Account fees, Government Charges, interest and other costs arising from the operation or maintenance of the Account during the period up to closure of the Account. We may continue to debit to the Account any transactions incurred by you on the Account. You agree to pay us on demand all such amounts debited to the Account.

15. Variations to Terms and Conditions

- 15.1 This clause 15 does not apply to variations affecting any Line of Credit. Any such variation will be made in accordance with the Line of Credit Contract.

- 15.2 We can change these terms and conditions of the Account at any time without your agreement where allowable under unfair contract terms or for any one or more of the following reasons:
- to comply with any change or anticipated change in any relevant law, Code of Practice, guidance or general banking practice;
 - to reflect any decision of a court, ombudsman or regulator;
 - if we consider it necessary for security reasons;
 - to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
 - if we add new features or benefits to the Account;
 - to make the terms and conditions clearer; or
 - for some other reason not listed above if we act reasonably to meet a legitimate business interest of ours and provide you with reasonable notice in the circumstances.
- 15.3 If we change the terms and conditions of the Account, we will let you know of the change as soon as reasonably possible by:
- giving a written notice to you; or
 - advertising in the media.
- 15.4 If we change an interest rate, we will tell you no later than the date of the change unless an interest rate is calculated according to an external reference rate or a rate that is not designated as a variable or floating rate. This clause 15.4 does not apply to a change in the method of calculating interest or the frequency with which interest is debited.
- 15.5 Apart from a change described at clause 15.4, if we believe a change is unfavourable to you, then we will give you prior reasonable notice (which will not be less than 30 days) subject to paragraph 15.6.
- 15.6 We may give you a shorter notice period than the period described in clause 15.5 if:
- we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss; or
 - there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In such a case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

16. Banking Code of Practice

The relevant provisions of the Banking Code of Practice (available on the website of the Australian Banking Association) apply to the Account.

17. Interpretation

- 17.1 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time.

- 17.2 Unless the context otherwise requires, a word which denotes:
- (i) the singular includes the plural and vice versa;
 - (ii) any gender includes the other genders;
 - (iii) a person includes an individual, a body corporate, a firm and a government; and
 - (iv) the whole includes any part.
- 17.3 A reference to a statute, regulation, order, by-law or other legislation is a reference to the statute, regulation, order, by-law or other legislation as amended, consolidated, re-enacted, substituted or extended from time to time.
- 17.4 Headings and the table of contents must be ignored in the interpretation of these Conditions of Use.

18. Successors and Assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. You are not entitled to assign your interest in the Account.

19. Officers of Rabobank Who May Sign a Notice

Any statement, demand or notice from us will be effective including if it is signed by us, any director or secretary of us, any employees of us whose title includes the word "manager", our solicitor or any person authorised by any of the above.

20. Rabobank's Rights

We may, at any time without your consent, sell, assign, transfer, negotiate, grant participations in or otherwise dispose of or deal with all or any part of our interest in the Account. You must at any time at our request execute and deliver to us or to such person as we may specify any and all documents we may reasonably require to effect such purpose. In connection with any such proposed dealing, we may disclose information relating to you.

21. Delay or Waiver

Failure by us to enforce, at any time or for any duration of time, any of our rights in respect of these Conditions of Use will not be a waiver of our rights.

22. Time of the Essence

Time is of the essence in relation to the performance of your obligations under these Conditions of Use.

23. Severability of Provisions

If any provision of these Conditions of Use is held to be invalid, unenforceable or illegal for any reason, it will be severed and the remaining provisions must not in any way be affected or impaired and these Conditions of Use must be construed so as most nearly to give effect to the original intent of the parties.

24. Applicable Law

These Conditions of Use are governed by the law of the state or territory in Australia in which the branch of Rabobank through which the Account was obtained is situated. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of that place.

25. Investigating and Resolving Errors, Unauthorised Use and Other Matters

25.1 You must report errors, unauthorised use or any other problem (including if you want to query an entry on a statement) as soon as possible after you discover them.

You can make reports by either:

- telephoning 1800 025 484, or
- advising any of our branches.

We may require you to confirm your report in writing.

25.2 If you make a report and we cannot resolve your enquiry immediately, we will write to you to tell you what we are going to do to investigate and resolve the matter.

25.3 You must give us all relevant information that you have about the matter you have reported. We will tell you if there is anything else you must do to help us investigate the matter.

25.4 We will write to you within 21 days after you give us the information you have about the matter. We will tell you whether we have completed our investigation or whether we need more time.

25.5 We should complete our investigation within 45 days after you give us the information you have about the matter. If there are exceptional circumstances that prevent us from doing so, we will write and tell you what these are. In addition, we will give you monthly progress updates if our investigation continues beyond 45 days and advise you in these updates when a decision can reasonably be expected (unless we have asked you for a response and are still waiting for that response).

25.6 When we complete an investigation, we will write promptly and tell you:

- the outcome of the investigation; and
- the reasons for the outcome.

(If we can resolve the problem to your and our satisfaction immediately, we may not write to you.)

25.7 If we decide that the Account has been wrongly credited or debited, we will adjust the Account promptly (including any interest, fees or Government Charges). We will write and tell you the amount by which the Account has been credited or debited.

26. Trustees

26.1 This clause 26 shall apply where you own this Account as trustee of a trust, whether or not disclosed to us (called the "Trust").

26.2 You represent and warrant to us that for the duration of the Account:

- (a) the Trust is validly created and existing, no circumstances exist by which it may be determined and no date within the duration of the Account for the vesting of any of the Trust's assets has been appointed;
- (b) you are validly appointed as a trustee of the Trust, are not in breach of your obligations as trustee and no circumstances exist by which you may be removed;
- (c) the Account is opened and operated (including the execution of all related documents) pursuant to and in proper exercise of your powers as trustee of the Trust and all formalities required have been complied with;
- (d) the Loan Purpose and performance by you of your obligations is for a proper purpose of, and provides commercial benefit to, the Trust;
- (e) you are entitled to be fully indemnified out of the Trust's assets for your liability under the Account and have not charged your right of indemnity to any other person;
- (f) you are a legal owner of all the assets of the Trust;
- (g) there is no dispute in relation to the Trust or the Trust assets; and
- (h) you are empowered to carry on the business as now conducted or contemplated, and to own the property and assets, in your capacity as trustee of the Trust, and there is no restriction or condition upon such activity by you.

26.3 You must not, without our consent:

- (a) cease to be the trustee of the Trust or do anything which would cause or enable your removal;
- (b) cause or permit the Trust to be determined or a vesting date to be appointed;
- (c) do, permit, or not do or permit anything which adversely affects your right of indemnity out of the Trust assets;
- (d) vary or permit to be varied the terms of the Trust;
- (e) resettle, set aside, distribute or dispose of any Trust assets; or
- (f) delegate any of your powers as trustee of the Trust or exercise any power of appointment.

26.4 You must, at our request, provide full financial and other details of the Trust.

26.5 You irrevocably and unconditionally grant us direct access to the Trust assets to recover any money not paid on time in connection with the Account, including under the Line of Credit Contract.

26.6 Your liability in connection with the Account, including under the Line of Credit Contract, is not limited or otherwise affected by either you being a trustee or the extent of your ability to indemnify yourself out of the assets of the Trust.

27. Anti-Money Laundering

You acknowledge that Rabobank may delay, intercept, block or refuse to make a payment if Rabobank believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and Rabobank will not incur any liability if it does so. You agree to provide all information to Rabobank which Rabobank reasonably requires to comply with any laws in Australia or other country.

You declare and undertake to Rabobank that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.

28. Privacy

We will handle the personal data we obtain and hold as set out in our Privacy Policy (available on our website or in hard copy upon request) and the Privacy Notice and Acknowledgment which formed part of the application process for your product. You understand and acknowledge that that we will collect, use, hold and disclose personal data in the manner we have set out, both at the time of application and ongoing during our relationship with you.

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