



# Cash Management Account / Premium Cash Management Account

**Rabobank Australia Limited**  
ABN 50 001 621 129 AFSL 234 700

To contact your nearest branch  
please call 1300 30 30 33

[www.rabobank.com.au](http://www.rabobank.com.au)

## Conditions of Use

### Section 1 Rabobank Cash Management Account / Premium Cash Management Account Conditions of Use

The Cash Management Account is a deposit account with transactional capabilities issued by Rabobank Australia Limited. If you are offered a Premium Cash Management Account, you will have different minimum opening balance, minimum balance requirements and transactional capabilities from those that apply to the Cash Management Account. All other conditions are the same.

These Conditions of Use are the terms and conditions which apply to your Cash Management Account or Premium Cash Management Account together with all of the terms and conditions referred to in clause 2.1. We advise that you read all of the Terms before deciding whether to acquire or hold a Cash Management Account or Premium Cash Management Account. Your use of the Account, including any Card, will confirm that you have read and accepted these Conditions of Use.

The Conditions of Use in this brochure together with Cash Management Account Schedule of Standard Fees or the Premium Cash Management Account Schedule of Standard Fees and General Conditions referred to in clause 2 below, form the Terms and Conditions of the contract between you and us if you decide to proceed with the online application. These Terms and Conditions become binding once you complete the online application. As from that time, we and you undertake to keep to the Terms and Conditions.

The Account holder may be entitled to payment under the Federal Government's Financial Claims Scheme ("Scheme"). Payments under this Scheme are subject to a limit for each depositor. When considering such a limit as it applies to you, you should take into consideration all accounts which you may hold with Rabobank Australia Limited. Information about the Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 558 849.

#### 1. Definitions

In these Conditions of Use, the Rabobank VISA Debit Card Conditions of Use and the Rabobank Internet Banking Conditions of Use, unless the contrary intention appears:

- 1.1 **Account** – means a Cash Management Account or Premium Cash Management Account with the Bank in your name.
- 1.2 **Applicable Regulations** – means all laws, rules, regulations and other legal requirement(s) in force from time to time in Australia and in any jurisdiction worldwide which apply to a member of the Rabobank Group. These include, without limitation, FATCA and anti money laundering legislation.
- 1.3 **Authorised Signatory** – means any person named as such on the Account Operating Authority or subsequently notified by you and accepted by us.
- 1.4 **Available Funds** – means, at any time, any credit balance of the Account and any overdrawing under clause 4.11.
- 1.5 **Bank, Rabobank, we and us** – mean Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700) and its successors and assigns.
- 1.6 **Business Day** – means a day which is not a Saturday or Sunday, or a public or bank holiday in New South Wales.
- 1.7 **Card** – means a card we issue to you for use on the Account, including a Rabobank VISA Debit Card.
- 1.8 **FATCA** – means the United States' Foreign Account Tax Compliance Act.
- 1.9 **Fees Schedule** – means the Cash Management Account Schedule of Standard Fees or the Premium Cash Management Account Schedule of Standard Fees.
- 1.10 **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.

- 1.11 **Instructions** – has the meaning described in clause 2
- 1.12 **Minimum Balance** – means the amount set out in the Fees Schedule that you are required to maintain in your Account, otherwise a monthly account service fee applies.
- 1.13 **Rabobank Group** – includes Coöperatieve Rabobank U.A. and its related entities.
- 1.14 **Website** – means the Rabobank website [www.rabobank.com.au](http://www.rabobank.com.au)
- 1.15 **You** – means the person(s) who own the Account.

#### 2. General Conditions

- 2.1 These Conditions of Use, and the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use 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 Cash Management Account.
- 2.2 If there is an inconsistency between any of the terms of our agreement with you, then the Rabobank VISA Debit Card Conditions of Use or the Rabobank Internet Banking Conditions of Use 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 non-excludable 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 operation of the account and conduct of Authorised Signatories, including all transactions made and any debts they might 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 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.
- 2.7 A monthly account service fee applies to the Account. This fee is set out in the Fees Schedule. We will waive the monthly account service fee if the Minimum Balance is maintained.
- 2.8 Minimum deposit amount requirements may apply to the opening of the Account and if so, these are stated in the Fees Schedule.
- 2.9 The Applicant and the Account Owner must be at least 18 years old.
- 2.10 Rabobank may decline to accept anyone as a Rabobank customer.

### 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, 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;
  - 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.

### 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 3 Business Days. Special clearance of a cheque is available by contacting us. We charge a fee for a special clearance request. This fee is set out in the Fees Schedule.
- 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 4.11, 8 and 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 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.
- 4.6 We may monitor and/or record telephone conversations for verification purposes.
- 4.7 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.
- 4.8 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.
- 4.9 You agree to indemnify from and against any liabilities, losses, costs, expenses, actions, proceedings, claims or and damage we suffer as a result of you acting negligently or fraudulently in connection with the operation of the Account. This indemnity includes but is not limited to Rabobank in good faith acting on your instructions or purported instructions provided by Electronic Means, except to the extent the liability arises directly from Rabobank's negligence, wilful default or fraud. "Electronic Means" means telephone, telex, facsimile, email or any other electronic means. We may, upon giving you advance written notice by email to your nominated email address or by letter to your nominated postal address, debit to the Account any amount you owe us under this indemnity.
- 4.10 You may make payments to the Account by direct debit 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.
- 4.11 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 and the Fees Schedule, and fees may also be payable.
- 4.12 Rabobank will not be responsible to the Account Owner(s) for any loss that you suffer as the result of any delay or loss in transit of any message, letter or document, or the delay, mutilation, omission or other error in the transmission of any facsimile, email, telex or other transmitted message or any error in translation or interpretation of technical terms or arising from any ambiguity in instructions from the Account Owner(s), Authorised Signatory(ies) or an Intermediary or in connection with any reliance placed by Rabobank in good faith on such messages or as a result of such message not having been properly authorised by the person by whom it is purported to have been sent.

### 5. Methods of Serving a Notice

In addition to effecting service as permitted by law, any statement, demand, notice or communication to you may be validly served by being delivered or sent to the email address nominated by the Account Owner(s) during the online application.

All written notices to us must be sent to our registered office address on the Account Application form or as subsequently notified to you.

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 information system of your internet service provider or the host of your email address.

Even if we normally provide electronic notices or statements, Rabobank reserves the right to send paper ones instead to your nominated postal address (e.g. if for any reason we are not able to provide them electronically or we cancel your election to receive statements or notices electronically because we are unable to deliver emails to your nominated email address).

### 6. Statements

- 6.1 We will provide you account statements monthly. You may request an account statement at any time including at a greater frequency, as long as you pay any charges we may impose for this service.
- 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 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](http://www.rabobank.com.au). Different credit rates of interest may apply, depending on the amount of credit funds, and whether your Account is a Cash Management Account or a Cash Management Account (Premium). 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. 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 You must not overdraw the account. If however the debit balance exceeds the Available Funds, 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](http://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 post-dated 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 later, 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 You may also nominate Authorised Signatories to sign any cheque issued on the Account. Legal requirements of the cheque book personalisation are the responsibility of the Account Owner(s).
- 8.8 If any cheque or cheque book is lost, stolen or misused, you must notify us as soon as possible by calling 1800 025 484.
- 8.9 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.
- 8.10 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.
- 8.11 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 chequeAlternatively, 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. Rabobank VISA Debit Card

- 11.1 If we issue a Rabobank VISA Debit Card to you for use on the Account, this clause 11 applies together with the Rabobank VISA Debit Card Conditions of Use which we issue to you at the time we send you your Rabobank VISA Debit Card.
- 11.2 Use of the Rabobank VISA Debit Card can, in some cases, involve a short term deferral of a debt. This may result in the Account being overdrawn for a period, which period must not exceed 62 days.
- 11.3 If we accept your request to issue a subsidiary card to an Authorised Signatory, you will be responsible for the use of that Card by the Authorised Signatory, including for debts incurred by using it on your Account, as if it were your Card. You should provide any such Authorised Signatory with a copy of the Visa Debit Card – Conditions of Use and advise them to comply with those Conditions of Use.
- 11.4 You can request to cancel a subsidiary Card by giving written notice to Rabobank. However, you remain liable for any debt that the subsidiary cardholder incurs until the subsidiary Card is surrendered or you have taken all reasonable steps to have the Card returned to Rabobank. You will not be liable for the continuing use of a subsidiary Card after the later of the date you request us to cancel the subsidiary Card and when you have taken all reasonable steps to have the subsidiary Card returned to us.

### 12. Rabobank Internet Banking

If we allow you to access the Account via Rabobank Internet Banking, the Rabobank Internet Banking Conditions of Use apply. You will be given these when you first log on to Rabobank Internet Banking.

### 13. Combination of Accounts

- 13.1 In certain circumstances we may combine all or any of your accounts held with us or our related entities.
- 13.2 If we combine any of your accounts, we will promptly notify you.
- 13.3 Subject to the provisions of this clause 11, if we combine accounts, 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.
- 13.4 We have no obligation to combine your accounts.

### 14. Fees

- 14.1 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.
- 14.2 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 from our Website and is also available on request by contacting Rabobank on 1800 632 113. You may obtain a copy of the Fees Schedule at any branch.
- 14.3 Withholding tax on interest may be payable by non-residents at the time it is paid.

### 15. Breach of Conditions of Use

If you breach any of clauses 2.4, 4.11, 8 or 16.3 of these Conditions of Use, our rights include doing any or all of the following:

- close the Account;
- cancel any Card and require its return in accordance with the Visa Debit Card Conditions of Use;
- cancel any cheque facility; and
- terminate access to the Account via Rabobank Internet Banking in accordance with the Rabobank Internet Banking Conditions of Use.

### 16. Closure of the Account

- 16.1 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.
- 16.2 Rabobank has the right to close, or block access to, any account if:
  - (i) it is no longer lawfully possible for us to provide an account to you;
  - (ii) we have ceased to offer the relevant deposit product;
  - (iii) we consider that you have committed a material breach of the terms and conditions;
  - (iv) 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;
  - (v) we have assessed you as being a recalcitrant account holder (including if you are 'recalcitrant' within the meaning of any Applicable Regulations);
  - (vi) we consider it necessary for security reasons or we reasonably suspect fraudulent use or access to the account;
  - (vii) 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
  - (viii) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.If we close an account of yours that is in credit, we will give you reasonable notice and, unless we are prohibited from doing so, pay you the amount of the credit balance. If an account has an overdrawn or debit balance you must pay to us the amount of that debit balance.

- 16.3 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.

### 17. Variations to Terms and Conditions

- 17.1 We can change the terms and conditions of the Account at any time without your consent for 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;
  - to reflect a change in our systems or procedures, including for security reasons;
  - to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
  - as a result of changed circumstances (including if we add new features or benefits to the Account); or
  - to make them clearer.
- 17.2 We will give you written notice, either electronically by sending an email to your nominated email address, by letter to your nominated postal address by notice on our Website, 30 days before introducing or varying a fee or charge (other than a Government Charge) or changing the method of calculating interest or changing the frequency with which interest is debited/credited, except where you cannot reasonably be located.
- 17.3 We will advertise in the media, or give written notice to you, provide you with written notice, either electronically by sending an email to your nominated email address, by letter to your nominated postal address by notice on our Website, of any other changes to the terms and conditions or to interest rates no later than the day on which the change takes effect except where the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance.
- 17.4 We will provide you with written notice, either electronically by sending an email to your nominated email address, by letter to your nominated postal address by notice on our Website or advertise in the media to notify you of the introduction or variation of a Government Charge payable directly or indirectly by you under these terms and conditions unless the introduction or variation to the Government Charge is advertised by a government, government agency or representative body.

### 18. General Information on Banking Services

- 18.1 Rabobank has adopted the Code of Banking Practice as published by the Australian Bankers' Association in August 2003 and modified in May 2004. If you are an individual or a small business (as defined in the Code of Banking Practice) at the time we provide you with your Cash Management Account, the provisions of the Code of Banking Practice apply to that Account.
- 18.2 We will provide to you, if you request it, general descriptive information concerning banking services, including information on:
  - (i) the rights and obligations that arise out of the banker and customer relationship;
  - (ii) account opening procedures;
  - (iii) our obligations regarding confidentiality of information;

- (iv) our complaint handling procedures;
- (v) cheques, bank cheques and how to use a cheque account;
- (vi) the importance to you of reading the Terms and Conditions applying to any banking service provided to you; and
- (vii) the importance of you informing us promptly when you are in financial difficulty.

### 19. Interpretation

- 19.1 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time.
- 19.2 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.
- 19.3 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.
- 19.4 Headings and the table of contents must be ignored in the interpretation of these Conditions of Use.

### 20. 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.

### 21. 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.

### 22. 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.

### 23. 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.

### 24. Time of the Essence

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

### 25. 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.

## 26. 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 non-exclusive jurisdiction of the courts of that place.

## 27. Investigating and Resolving Errors, Unauthorised Use and Other Matters

27.1 You should 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.

27.2 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.

27.3 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.

27.4 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.

27.5 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).

27.6 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.)

27.7 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.

27.8 If we fail to resolve the matter, you will be directed to the Financial Ombudsman Service who can be contacted by telephoning 1300 780 808.

## 28. Trustees

28.1 This clause 30 shall apply where you own this Account as trustee of a trust, whether or not disclosed to us (called the "Trust").

28.2 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.

28.3 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.

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

28.5 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.

28.6 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.

## 29. Anti-Money Laundering

29.1 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.

29.2 You agree, at the opening of an Account and at any time during the lifetime of an Account, to provide to us any documentation and information we request from time to time in order for us to undertake any action to comply with any Applicable Regulation, including on behalf of another member of the Rabobank Group. You also agree to such documentation and information provided to us being disclosed to any other person or body to enable it to be reported and used in compliance with the relevant Applicable Regulation.

## 30. Commission/Brokerage

30.1 Where an Adviser/Intermediary is involved in introducing you to the Account, and you have agreed to pay your Adviser/Intermediary a fee based on your opening deposit amount and balance (Adviser Fee) and you agree for Rabobank to collect this Adviser Fee from the interest applied to your Account, Rabobank may, on your instruction, pay the amount you specify directly to your Adviser/Intermediary on your behalf. If you have nominated your Adviser/Intermediary to be an Authorised Signatory, you authorise Rabobank to disclose details regarding the investment, to the Adviser/intermediary. The Adviser Fee payable (if any) is the rate charged by the Adviser/Intermediary. Commission is deducted from the interest paid by Rabobank on the Account. Contact your Adviser/Intermediary or Rabobank for details.

30.2 Worked Dollar Example (for illustration only): deposit of \$20,000 held for 1 year with interest at 3% p.a. (assuming the interest rate remains constant) will earn \$600 interest, \$40 (0.2% x \$20,000) of which is paid to the intermediary as commission and \$560 to the Account.

30.3 Rabobank will not pay any amount of Adviser Fee if it is prohibited by any relevant laws to do so.

30.4 Rabobank will not pay any amount of Adviser Fee to your Adviser/Intermediary if during any interest payment cycle the amount of the Adviser Fee exceeds the amount of interest accrued on your Account.

## 31. Privacy

31.1 You acknowledge and agree that:

- (a) Information (including personal information) about you which Rabobank Australia Limited ('Rabobank', 'us', 'we') collects or holds in connection with your application for an Account, an Account and its operation may be disclosed to other members of the Rabobank Group and Rabobank's service providers, and used for any purpose relating to the provision, management or administration of your products, services and relationship with us and the purposes referred to in clause 31.2 below.
- (b) You also consent to Rabobank disclosing your information (including personal information) to other members and associates of the of the Rabobank Group and Rabobank and those other members and associates using your information (including personal information) for marketing (including marketing by telephone and electronic means).

Each person can contact Rabobank on its Privacy Number on 1800 825 484 if they do not want their information being used for marketing purposes.

- (c) We may use your information (including personal information) to evaluate our products and services, including for research and for maintaining, testing and developing our systems and infrastructure.
- (d) If all the information we have requested in the application or otherwise in connection with the application is not provided, we may not be able to provide you with the Account and related services.
- (e) We may disclose your information (including personal information) at any time to and collect information (including personal information) from:
  - (i) external persons and organisations (including overseas persons and organisations) engaged by Rabobank to help us provide the products and services you have requested from us. These persons and organisations are bound by confidentiality agreements;
  - (ii) any party pursuant to any domestic or international

law or regulatory requirement, including a court or tribunal or an overseas government instrumentality or regulatory body which has jurisdiction over any member of the Rabobank Group. For example, the Anti-Money Laundering and Counter Terrorism Financing Act 2006 requires us to sight and record details of certain documents for customer identification and verification of identity; and

- (iii) a law enforcement body if reasonably necessary to assist with the enforcement of any law.
- (f) We may transfer and disclose your information (including personal information) outside Australia to:
    - (i) other members of the Rabobank Group for consolidated reporting and compliance purposes (including regulatory and legislative requirements of any member of the Group), the administration and management of your facilities and marketing; and
    - (ii) entities which provide services required to enable us to supply you with your products and services.

This includes transfers and disclosures to The Netherlands and New Zealand.

31.2

- (a) 'members of the Rabobank Group' include:
  - Coöperatieve Rabobank U.A.
  - Rabobank Australia Limited
  - Rabo Equipment Finance Limited
  - Rabo Australia Limited
- (b) Our Privacy Policy sets out in more detail how we collect, handle and use personal information in the course of our business. The Policy also contains information about how you may access and seek correction of the personal information we hold and also about how you may complain to us about a breach of the Australian Privacy Principles under the Privacy Act and how we deal with such a complaint. Our Privacy Policy is available on our website at [www.rabobank.com.au](http://www.rabobank.com.au).
- (c) If you have questions or concerns about privacy, please contact our Privacy Officer by email at [sydney.privacy@rabobank.com](mailto:sydney.privacy@rabobank.com), by phone on 1800 825 484 or by mail to: The Privacy Officer, Rabobank Group, GPO Box 457 Sydney NSW 2001.

## 32. Dispute Resolution

If you have a query or complaint, you should contact Rabobank either by calling 1300 30 30 33 or by visiting one of Rabobank's branches. If Rabobank fails to resolve the query or complaint, you will be directed to the Financial Ombudsman Service who can be contacted by telephoning 1300 780 808.

## 33. Consent to receive electronic communications

33.1 You agree that any information (whether by writing or other means) including but not limited to account statements, notices, receipts and other documents, whether or not such information is required by or under these terms and conditions, legislation, a government or regulatory body or any relevant industry rules, codes or standards that apply by:

- Electronic communication to your electronic (email) address or any other electronic address you notify to us from time to time; or
- Making the information available at our Website for retrieval by you and notifying you by electronic communication to your electronic address (or any other electronic address

you notify us from time to time that the information is available for retrieval (and the nature of the information) and providing you with the ability readily to retrieve the information by electronic communication (for example by providing a link to the relevant information on our website).

33.2 You acknowledge and agree:

- You will not receive a paper copy of any of the information made available by electronic communication under this clause;
- You will need to regularly check to see if you have received any electronic communications from Rabobank;
- You will need to maintain and check your electronic equipment and your electronic address regularly to ensure it is always capable of receiving an electronic communication

- You may be charged a fee for a paper copy of any information made available by electronic communication under this clause which you request from Rabobank.
- You will be responsible for printing or saving important information made available by electronic communication under this clause.

33.3 You agree that any information sent by electronic communication under this clause will be deemed to have been received by you at the time the relevant electronic communication enters my information system.

33.4 You acknowledge that you may at any time by notice to Rabobank terminate your consent to receive information by electronic communication or change your electronic address. If you change your electronic address, you agree that you will immediately notify Rabobank of this change.

## Section 2 Rabobank Internet Banking Conditions of Use

These Rabobank Internet Banking Conditions of Use contain 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 Info Line on 1800 640 442 in Australia, or if you are overseas on +61 2 8115 2002. 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 these Rabobank Internet Banking Conditions of Use (upon login). If you do not agree with any of these Conditions of Use, click on the “Decline” button (upon login). If you do that, you will not be able to proceed further into the Rabobank Internet Banking site and will not be able to access or use Rabobank Internet Banking.

These Conditions of Use form part of the terms and conditions relating to the Account and should be read together with 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, if you have a Line of Credit, any Line of Credit Contract. Together these 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. To the extent of any inconsistency between these documents, these Conditions of Use will prevail.

Subject to clause 14 of these Conditions of Use, the Rabobank Internet Banking Conditions of Use published on the Website at any time 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 that date.

You should refer back to these Conditions of Use 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 in clause 19 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 terms and conditions of the accounts accessed using Rabobank Internet Banking.

We are a member of the BPAY® Scheme. The BPAY® Scheme is an electronic payments scheme through which you can ask us to make a payment on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY® Scheme (BPAY® Payments). The BPAY® Scheme is only available in respect of Rabobank All in One Accounts and Cash Management Accounts opened in Australia.

We will tell you if we are no longer a member of the BPAY® Scheme

There are special conditions that apply to the use of the BPAY® Scheme. These special conditions are contained in clauses 10, 11 and 16 of these Conditions of Use.

### 2. How we act on your instructions (See also clause 10 for additional special conditions that apply to BPAY® Payments)

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 access to the Services, we may act on any instructions received apparently sent using your Username, PIN and Token Code or your Mobile Device and PIN (Instructions).

If you have authorised another person to have access to your accounts using Rabobank Internet Banking, until we are notified in accordance with these Conditions of Use that that person's Username, PIN, Mobile Device or Token has been compromised or that that person's access to Rabobank Internet Banking is terminated, you are also liable:

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

If you authorise another person to have access to your accounts using Rabobank Internet Banking, that person will be able to access and transact on all of your accounts which are able to be accessed using Rabobank Internet Banking.

We will act on Instructions on the Business Day we receive them 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, transfer and interest rate booking 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.

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 other than a BPAY® Payment, 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 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 via Rabobank Internet Banking on the Website, and a daily limit of \$25,000 across all accounts to which you have access 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, suspend or terminate your access to the Services for security or fraud prevention reasons, to protect the integrity or security of our website, to comply with our legal obligations, if you fail to comply with a material requirement of these Conditions of Use, for maintenance or for reasons beyond our control such as internet outages or material unexpected changes in the markets we operate. We can do so without prior notice to you, however where possible we will give you advance notice. 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, 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 may 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;
- Termination 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.

We may disable a Token or your access to the Rabobank Mobile App (i.e. prevent it from being used to access Rabobank Internet Banking) for security or fraud prevention reasons including if we suspect that a person who is attempting to access Rabobank Internet Banking is not authorised to do so, to comply with our legal obligations or if required for compliance with our systems.

You must pay for the replacement of a Token at your request unless it expires. The Rabobank Internet Banking Token Replacement Fee is set out in the Fees Schedule which applies to the individual Account affected by your use of the service (see clause 13 for more information). You may obtain a copy of the schedule at any branch.

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. Subject to any warranties implied by law that cannot be excluded (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose), 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 or anyone you have authorised to have access to your accounts using Rabobank Internet Banking 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 You should 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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).

7.6 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.)

7.7 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.

7.8 If we fail to resolve the matter, you will be directed to the Financial Ombudsman Service who can be contacted by telephoning 1300 780 808.

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

It is essential that you take all reasonable steps to protect the security of your Username, PIN, Mobile Device, Token and Token Code, including by:

- Not keeping a written record of your Username or PIN. 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.
- 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.
- Ensuring that no one else knows your Username, PIN or Token Code or can access Rabobank Internet Banking using your Username, PIN, Mobile Device or Token Code.
- Taking care when using the Services that no one can see you enter your Username, PIN, Mobile Device or Token Code.
- Selecting a PIN that is not easily guessed and changing it reasonably frequently. If at any time you suspect that:
  - You have lost your Token, Mobile Device or a record of your Username or PIN or they have been stolen;
  - Someone else may know your Username, PIN or Token Code; or
  - Someone may have accessed your Rabobank accounts without your authority

you must immediately inform us by telephoning our Rabobank Internet Banking Info Line on 1800 640 442 in Australia, or if you are overseas +61 2 8115 2002. 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 as a result of unauthorised access to Rabobank Internet Banking (see clause 9).

## 9. Liability for unauthorised transactions (other than BPAY® Payments)

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.

- You will not be liable if you did not unreasonably delay to tell us that any of your Username, PIN, Mobile Device, Token or Token Code may have been misused, lost or stolen, or become known to someone else and any transactions were carried out without your knowledge or consent.
- If you contribute to the unauthorised access because you fail to protect your Username, PIN, Mobile Device, Token or Token Code, including because you fail to comply with clause 8(a), (b), (c), (d) or (e) of these Conditions of Use, then you are liable for any losses up to the least of:
  - the total loss up to the time that we are told that your Token, Mobile Device or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or
  - the total of the amounts you could have withdrawn, paid or transferred from the account(s) accessible by you using Rabobank Internet Banking on each of the days that your Username, PIN, Mobile Device, Token or Token Code is used without your permission up to the end of the day we are told that your Token or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or
  - the total funds available on the account(s) accessible by you using Rabobank Internet Banking.
- If you contribute to the unauthorised transaction(s) because you unreasonably delay to:
  - tell us that any of your Username, PIN, Mobile Device, Token or Token Code may have been misused, lost or stolen; or
  - tell us that any of your Username, PIN or Token Code may have become known to someone else; or
  - tell us that someone may have accessed your Rabobank accounts without your authoritythen you are liable for any losses directly attributable to that delay. Your liability for these losses will not exceed the least of:
  - the losses that could have been prevented between the time you became aware (or should have become aware) that your Token, Mobile Device or a record of your Username or PIN has been lost or stolen or someone else knows your Username, PIN, Mobile Device or Token Code or that someone may have accessed your Rabobank accounts without your authority, and the time we were told; or
  - the total of the amounts you could have withdrawn, paid or transferred from the account(s) accessible by you using Rabobank Internet Banking on each of the days that your Username, PIN, Token or Token Code is used without your permission up to the end of the day we are told that your Token or a record of your Username or PIN has been lost or stolen or someone else may know your Username, PIN or Token Code or that someone may have accessed your Rabobank accounts without your authority; or
  - the total funds available on the account(s) accessible by you using Rabobank Internet Banking.
- You are not liable for losses arising from unauthorised use that:
  - occurs before you have received your Username, PIN or Token;
  - it is clear was not contributed to by you or any person you have authorised to have access to your accounts using Rabobank Internet Banking;
  - is caused by a forged, expired or cancelled Username, PIN, Token or Token Code;
  - is caused by the fraud or negligence of our employees, our agents' employees, or employees of financial institutions or companies involved in networking arrangements with us; or
  - takes place after you tell us that any of your Username, PIN,

Mobile Device, Token or Token Code have been misused, lost or stolen or may have become known by someone else.

## 10. Special Conditions of Use for the BPAY® Scheme

This clause sets out additional special conditions that apply to your use of the BPAY® Scheme.

- You need to be registered with Rabobank Internet Banking in order to use BPAY®. BPAY® Payments may only be made from a Rabobank Account opened in Australia.
- We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.
- To make a valid BPAY® Payment you must give us the following information:
  - the Biller's name and Biller Code;
  - the Customer Reference Number;
  - the account from which the payment is to be made;
  - the amount of the payment; and
  - the date for payment.We will then debit your account with the amount of that BPAY® Payment.
- Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you make will be treated as received by the Biller to whom it is directed:
  - on the date you make that BPAY® Payment, if you tell us to make the BPAY® Payment before our payment cut-off time on a Business Day; or
  - on the next Business Day, if you tell us to make a BPAY® Payment after our payment cut-off time on a Business Day, or on a non Business Day.
- Your BPAY® Payment may take longer to be credited to a Biller if there is a non Business Day on the day after you tell us to make a BPAY® Payment or if another participant in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme. While it is expected that any delay in processing a BPAY® Payment for the reasons specified in this clause will not continue for longer than one Business Day, any such delay may continue for a longer period.
- You acknowledge that we are not obliged to effect a BPAY® Payment if you do not give us all of the above information in clause 10(c) above, or if any of the information you give us is inaccurate.
- If we are advised that your BPAY® Payment cannot be processed by a Biller, we will:
  - Advise you of this;
  - Credit your account with the amount of the BPAY® Payment; and
  - Take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.
- Your liability for unauthorised BPAY® Payments is set out in clause 11 of these Conditions of Use. If you tell us that a BPAY® Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.
- You acknowledge that the receipt of a Biller of a mistaken or erroneous BPAY® Payment does not or will not constitute under any circumstances part, or whole satisfaction of any underlying debt owed between you and that Biller.

## 11. Liability for mistaken payments, unauthorised transactions and fraud using the BPAY® Scheme

- We will attempt to make sure that your BPAY® Payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom your BPAY® Payments are to be made. You must promptly tell us if:
  - You become aware of any delays or mistakes in processing your BPAY® Payments;
  - You did not authorise a BPAY® Payment that has been made from your account; or
  - You think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in this clause. However, except as set out in this clause 11 and clause 12, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you tell us of the error and the date of your BPAY® Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

- If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.
- If a BPAY® Payment is made in accordance with a payment direction, which appeared to us to be from you or on your own behalf but for which you did not give authority, we will credit your account with the amount of the unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
  - We cannot recover within 20 Business Days of us attempting to do so that amount from the person who received it, and
  - The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.
- If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced BPAY® Payment. However, if that person does not refund you the amount of the fraud-induced BPAY® Payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced BPAY® Payment.
- If a BPAY® Payment you have made falls within the type described in clause 11(c) and also clause 11(b) or 11(d), then we will apply the principles stated in clause 11(c).
- If a BPAY® Payment you have made falls within both the types described in clauses 11(b) and 11(d), then we will apply the principles stated in clause 11(d).

## 12. Disclaimer and limitation of liability

Other than warranties and conditions implied by relevant legislation (such as the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose), 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 (such as statutory warranties that services will be rendered with due care and skill and will be fit for their purpose) and except where such loss or damage arises from fraud committed by one of our employees or agents or the negligence of us or our employees or agents, 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.

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 failing to comply with any material requirement of these Conditions of Use or as a result of you acting negligently or fraudulently in connection with the use of Rabobank Internet Banking.

### 13. Fees and charges

We are entitled to impose fees and charges for your use of the Services. The fees applicable to use of Rabobank Internet Banking are set out in Rabobank's schedule of standard fees which apply to the individual accounts or products affected by your use of Rabobank Internet Banking. You may obtain a copy of these schedules at any branch. Any fees and charges imposed in accordance with this clause will be notified to you, and, unless any fee or charge is the subject of a dispute between you and us, 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.

### 14. Changes to these Conditions of Use and notices

We can change these Conditions of Use at any time without your consent for 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;
- To reflect a change in our systems or procedures, including for security reasons;
- To respond proportionately to changes in the cost of providing the Services (including by changing or imposing new fees);
- As a result of changed circumstances (including if we add new features or benefits to Rabobank Internet Banking); or
- To make them clearer.

We may publish on the Rabobank Internet Banking site any such changes to these Conditions of Use, which you must read and accept as set out in Clause 18. The date appearing next to the words "current as at" will indicate when these Conditions of Use were last updated.

We will give you 30 days' written notice if we impose any new fees and charges or increase any fees and charges (other than a government charge) applicable to your use of the Services; or if we introduce or change any daily or other limit.

We will give you notice of other changes to these Conditions of Use in advance of the change taking effect, either in writing or by advertisement.

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, we may give notices by post to your residential or business

address notified to us or (at our discretion) by e-mail to the e-mail address nominated by you in writing.

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. In such cases, where practicable, we will give you notice of any permanent change as soon as possible after the change is made.

### 15. Privacy of information you provide to us using Rabobank Internet Banking (See also clause 16 for special conditions relating to Privacy of Information you provide to us using the BPAY® Scheme)

You acknowledge and agree that:

- (a) Information (including personal information) about you which Rabobank Australia Limited ('Rabobank', 'us', 'we') collects or holds in connection with your use of Rabobank Internet Banking including details relating to any Instructions received by us and any consequential transactions for the purpose of carrying out those Instructions and administering your accounts may be disclosed to other members of the Rabobank Group and Rabobank's service providers, and used for any purpose relating to the provision, management or administration of your products, services and relationship with us and the purposes referred to in this clause 15.
- (b) You also consent to Rabobank disclosing your information (including personal information) to other members and associates of the Rabobank Group and Rabobank and those other members and associates using your information (including personal information) for marketing (including marketing by telephone and electronic means).

Each person can contact Rabobank on its Privacy Number on 1800 825 484 if they do not want their information used for marketing purposes.

- (c) We may use your information (including personal information) to evaluate our products and services, including for research and for maintaining, testing and developing our systems and infrastructure.
- (d) If all the information we have requested in the relevant application or otherwise in connection with the application is not provided, we may not be able to provide you with the Account, access to Rabobank Internet Banking or access to the Services.
- (e) We may disclose your information (including personal information and information you have given to us and we hold about you in connection with Rabobank Internet Banking) at any time to and collect information (including personal information) from:
  - (i) external persons and organisations (including overseas persons and organisations) engaged by Rabobank to help us provide the products and services you have requested from us. These persons and organisations are bound by confidentiality agreements;
  - (ii) any party pursuant to any domestic or international law or regulatory requirement, including a court or tribunal or an overseas government instrumentality or regulatory body which has jurisdiction over any member of the Rabobank Group. For example, the Anti-Money Laundering and Counter Terrorism Financing Act 2006 requires us to sight and record details of certain documents for customer identification and verification of identity; and
  - (iii) a law enforcement body if reasonably necessary to assist with the enforcement of any law.
- (f) We may transfer and disclose your personal information outside Australia to:

- (i) other members of the Rabobank Group for consolidated reporting and compliance purposes (including regulatory and legislative requirements of any member of the Group), the administration and management of your facilities and marketing; and
- (ii) entities which provide services required to enable us to supply you with your products and services.

This includes transfers and disclosures to The Netherlands and New Zealand.

15.2

- (a) 'members of the Rabobank Group' include:
  - Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
  - Rabobank Australia Limited
  - Rabo Equipment Finance Limited
  - Rabo Australia Limited'associates of the Rabobank Group' include Achmea Schadeverzekeringen N.V.
- (b) Our Privacy Policy sets out in more detail how we collect, handle and use personal information in the course of our business. The Policy also contains information about how you may access and seek correction of the personal information we hold and also about how you may complain to us about a breach of the Australian Privacy Principles under the Privacy Act and how we deal with such a complaint. Our Privacy Policy is available on our website at [www.rabobank.com.au](http://www.rabobank.com.au).
- (c) If you have questions or concerns about privacy, please contact our Privacy Officer by email at [sydney.privacy@rabobank.com](mailto:sydney.privacy@rabobank.com), by phone on 1800 825 484 or by mail to: The Privacy Officer, Rabobank Group, GPO Box 457 Sydney NSW 2001.

### 16. Privacy of information you provide to us using the BPAY® Scheme

If you use the BPAY® Scheme:

- (a) you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
  - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
  - (ii) such of your transactional information as is necessary to process your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.
- (b) you must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in clause 16(a) above as necessary;
- (c) you can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Glossary.

If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment.

### 17. 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.

### 18. 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 when you log on to Rabobank Internet Banking, or by using any of the Services after you have been provided with access to the Conditions of Use through a Mobile Device.

### 19. Glossary – Meaning of important words

**Biller** – has the meaning described in clause 1.

**BPAY® Pty Ltd** – ABN 69 079 137 518 of Level 4, 3 Rider Boulevard, Rhodes, NSW 2138 - Telephone 02 9646 9222

**BPAY® Scheme (BPAY®)** – has the meaning described in clause 1.

**BPAY® Payment** – means a payment made using the BPAY® Scheme in Rabobank Internet Banking.

**Business Day** – means any day other than a Saturday, Sunday, bank holiday or public holiday in, where an account is opened in Sydney, Australia.

**Cardlink Services Limited** – ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn, New South Wales, Australia - Telephone +61 2 9646 9222.

**Instructions** – has the meaning described in clause 2.

**Mobile Device** – 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, including BPAY® Payments unless specified to the contrary.

**PIN** – means:

- (i) 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; and/or
- (ii) the code or number used to protect access to your Rabobank Mobile App.

**Rabobank, we, us, our** – means in respect of banking services, where an account is opened in Australia, Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700 Australian Credit Licence 234 700); in all other cases, Coöperatieve Rabobank U.A. (ABN 70 003 917 655) (AFSL 238 446) incorporated in the Netherlands.

**Rabobank Group** – means Coöperatieve Rabobank U.A. and any of its related entities domiciled in Australia.

**Rabobank Internet Banking** – the internet banking service which we offer you through the Website and the Rabobank Mobile App.

**Rabobank Mobile App** - means the computer application for use in connection with Rabobank Internet Banking, which we make available for you to download and install on your Mobile Device from selected digital media stores.

**Services** – means the banking services provided to you when using Rabobank Internet Banking, including access to the BPAY® Scheme.

**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** - the Rabobank website at [www.rabobank.com.au](http://www.rabobank.com.au)

**You** – a person registered to use Rabobank Internet Banking.

## Section 3 Rabobank Visa Debit Card Conditions of Use

Please read these Conditions of Use carefully. They apply to all use of your Card. Use of your Card will confirm that you have accepted these Conditions of Use.

These Conditions of Use form part of the terms and conditions relating to the Account and should be read together with the Cash Management Account Conditions of Use and. To the extent of any inconsistency between these documents, these Conditions of Use will prevail.

The meaning of important terms used in these Conditions of Use is set out in clause 11 and in the Cash Management Account / Premium Cash Management Account Conditions of Use.

### 1. About your Card

- 1.1 You must sign your Card as soon as you receive it. If a Card has dates printed on it, the Card is valid only between those dates and must not be used outside those dates.
- 1.2 Your Card always belongs to us. We may issue you with a new Card at any time, and we may retain or require you to return your Card at any time. You must return your Card to us when:
  - the Account (and all Linked Accounts, if applicable) is closed;
  - we notify you that we have cancelled your Card in accordance with clause 1.3;
  - you, or someone else authorised to do so, cancel your Card; or
  - we request that you return your Card for security or fraud prevention reasons, to comply with our legal obligations or if required for compliance with our systems.
- 1.3 We may cancel your right to use your Card at any time if:
  - it is necessary for security reasons;
  - we suspect fraudulent use of your Card;
  - you fail to comply with any material requirement of these Conditions of Use; or
  - we consider it reasonably necessary for compliance with anti-money laundering obligations.

We can do so without telling you first, however where possible we will give you advance notice.

- 1.4 You may cancel your Card at any time by telling us. If you do this, you must destroy your Card or return it to us.
- 1.5 If you are a subsidiary cardholder, you must comply with these Conditions of Use as they apply to your use of the Card. For instance, if your Card or PIN is lost, stolen or used without permission you must notify us immediately and comply with clause 6.

### 2. Keeping your Card secure and your PIN secret

- 2.1 You must keep your Card secure. In particular:
  - you must not give your Card to anyone else or let anyone else use it;
  - you must keep your Card with you whenever possible; and
  - you must check regularly to make sure that you still have your Card.
- 2.2 When we issue your Card, we will also issue a PIN for the Card. We may permit you to change your PIN by using one of our PIN change terminals at our branches. To change your PIN, you must follow the instructions given at the PIN change terminal.
- 2.3 You must keep your PIN secret. In particular:
  - you must not tell anyone your PIN (this includes members of your family and our staff);
  - you must destroy the PIN notification once you have memorised the PIN;
  - if you do record your PIN, you must not record it on your Card, even if the PIN is disguised;

- you must not keep a record of your PIN with anything you usually carry or keep with your Card or anywhere where it is likely to be lost or stolen with the Card, unless you have made a reasonable attempt to disguise the PIN. (Examples of places where we would not consider your Card and your record of your PIN to be sufficiently separated are if you keep them in the same bag or wallet, or in the same car (even if in separate compartments), or in the same room of your house. Examples of things that we would not consider to be a reasonable attempt to disguise your PIN would be if you recorded it in reverse, recorded it as a telephone number, described it as a "password" or "PIN", or by reference to us, or any other kind of disguise that someone else might guess easily); and
- you must take reasonable steps to make sure that no one else sees you enter your PIN during a transaction.

- 2.4 If you fail to keep your PIN secret or your Card secure, you may be liable for losses suffered if your Card is used without permission (see clause 9).

### 3. Linking accounts

- 3.1 Your Card may be linked to a Rabobank account (in addition to the account on which your Card is issued).
- 3.2 A Linked Account will be treated as if it were the account on which the Card is issued, if that account is selected, and all the terms and conditions of that account also apply to any transaction on that account.

### 4. Using your Card

- 4.1 You can use your Card at ATMs to carry out the following transactions:
  - withdraw cash; and
  - get an account balance.
- 4.2 You can use EFTPOS devices to carry out the following transactions:
  - purchase goods or services from the merchant operating the device; and
  - withdraw cash, if the merchant agrees.
- 4.3 You can place your Card near a Visa payWave terminal to purchase goods and services from participating merchants if your card is Visa payWave enabled. Transactional limits apply.
- 4.4 When your Card is used to carry out a transaction, we will debit to the relevant account the value of the transaction together with any fees and Government Charges payable. Amounts debited for transactions made overseas will include any applicable conversion charges.
- 4.5 For any transaction, unless you show us evidence to the contrary:
  - Your signature on a transaction receipt is evidence that the transaction is valid and carried out with your permission;
  - If your Card is used in conjunction with your PIN or is placed near a Visa payWave terminal, the transaction will be deemed to be valid and carried out with your permission,

- unless you have given us notice in accordance with clause 6
- 4.6 You can use your Card worldwide at financial institutions and merchants displaying the Visa logo.
  - 4.7 When your Card is used overseas, foreign currency amounts (including currency conversion charges) are converted, at Visa International's choice, either:
    - directly into Australian currency at the exchange rate Visa International decides; or
    - into United States currency and then into Australian currency at the exchange rates Visa International decides.
    - The Australian currency amount is then debited or credited to the relevant account.
  - 4.8 We can refuse to authorise a proposed Card transaction if:
    - the transaction would overdraw the Available Funds on the selected account;
    - the transaction would exceed the relevant transaction limit;
    - your Card has been reported lost or stolen; or
    - we have any other good reason to do so, such as for security reasons, because we suspect fraudulent use of your Card, or because you fail to comply with any material requirement of these Conditions of Use.
  - 4.9 You authorise us to give information to other persons for the purpose of authorising Card transactions.
  - 4.10 We are not responsible if a third party such as a financial institution or merchant decides not to allow you to use your Card or imposes limits or conditions on the use of your Card.
  - 4.11 You are not entitled to treat any promotional material displayed on any premises as a statement by us that you can use your Card on those premises.
  - 4.12 We are not responsible for any goods or services which you obtain using your Card or any refund arising from the use of your Card unless the law says we are. However, if you dispute any transaction on your Card, we can claim a refund from the merchant's bank (known as a "charge back"). If any merchant gives you a refund arising from the use of your Card, we will credit the relevant account only when we receive a properly completed refund instruction from the merchant.
  - 4.13 Subject to clause 9, you are and remain liable for all debts incurred arising from the use of your Card even if the relevant account has been closed or the Card cancelled, but only where it is not possible for us to stop a transaction (for instance if technological limitations prevent us from stopping a transaction on your Card, such as where you make a purchase below a merchant's floor limit so that no electronic approval is obtained).
  - 4.14 The fees applicable to use of your Card are set out in Cash Management Account Schedule of Standard Fees or the Premium Cash Management Account Schedule of Standard Fees.

### 5. Transaction limits

- 5.1 We may set limits (by value and number) for different types of Card transactions, taking into account the type of transaction, how it is being carried out and authorised, and the type of access you have in respect of the Card.
- 5.2 Our current maximum transaction limits for each Card, including Cards linked to more than one account, are:
  - If you have Option 1 access:
    - total cash withdrawals at ATMs and EFTPOS devices each day: \$5,000 or the total Available Funds in the account from which the withdrawal is being made, whichever is lower;
    - total purchases using EFTPOS devices each day: \$25,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower; and

- total of total cash withdrawals at ATMs and EFTPOS devices and total purchases using EFTPOS devices each day: \$25,000 or the total Available Funds in the account on which the transaction is being made, whichever is lower.
- If you have Option 2 access:
    - cash withdrawals: \$0; and
    - total purchases using EFTPOS devices each day: \$5,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower.
  - If you have Option 3 access:
    - total cash withdrawals at ATMs and EFTPOS devices each day: \$1,000 or the total Available Funds in the account from which the withdrawal is being made, whichever is lower;
    - total purchases using EFTPOS devices each day: \$10,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower; and
    - total of total cash withdrawals at ATMs and EFTPOS devices and total purchases using EFTPOS devices each day: \$10,000 or the total Available Funds in the account on which the transaction is being made, whichever is lower.

We may, at your request, agree to change the maximum transaction limits which apply to your Card.

- 5.3 Transaction limits apply to the use of a Card to make purchases at a Visa payWave terminal. Rabobank will notify you of any such limit if your Card is capable of making Visa payWave purchases.
- 5.4 The minimum and maximum amounts of cash that you can withdraw from a particular ATM can vary depending on the ATM.

### 6. If your Card or PIN is lost, stolen or used without permission

- 6.1 You must tell us immediately you become aware or believe that any of the following has happened:
  - someone else knows your PIN;
  - your Card or PIN record is lost or stolen; or
  - your Card has been used without your permission.You must give us all the information you have about the loss, theft or misuse.
- 6.2 You can tell us by any of the following means:
  - telephoning 1800 007 948 in Australia or +612 9959 7686 if calling from overseas;
  - advising any of our branches; or
  - advising any financial institution which displays the Visa symbol.
- 6.3 If you unreasonably delay in telling us that any of these things have happened, you may be liable for losses suffered if your Card is used without your permission. (Clause 9 sets out your liability for such usage).

### 7. Changes to these Conditions of Use

- 7.1 We can change these Conditions of Use in accordance with the variations to Terms and Conditions clause in the Rabobank Conditions of Use that apply to the Account(s) affected by your use of the Card.
- 7.2 Notwithstanding clause 7.1, we do not have to tell you in advance about any change that we need to make immediately to restore or maintain security.

### 8. Receipts

You should retain transaction receipts to check against account statements.

## 9. Liability for transactions

- 9.1 Subject to these Conditions of Use, you are liable for all use of your Card. The allocation of liability set out in this clause does not apply to Card usage carried out by you or by someone else who is acting with your knowledge or permission. In those circumstances, your liability is not limited.
- 9.2 You are liable for losses arising from unauthorised use where you contribute to the losses because you fail to keep your Card secure or your PIN secret in accordance with clause 2. In this case, your maximum liability is the least of:
- the total loss up to the time that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission;
  - the total of the amounts that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission; and
  - the total Available Funds that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told, in the accounts accessible by your Card.
- 9.3 You are liable for losses arising from unauthorised use where you contribute to the losses because you delay unreasonably in telling us what you have to tell us in accordance with clause 6. In this case, your maximum liability is the least of:
- the losses that could have been prevented between the time you became aware (or should have become aware) that someone else knew your PIN, that your Card or a PIN record had been lost or stolen, or that your Card had been used without your permission, and the time we were told; or
  - the total of the amounts that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission; and
  - the total Available Funds that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told, in the accounts accessible by your Card.
- 9.4 You are not liable for some losses arising from unauthorised use. You are not liable for any losses:
- which result from transactions that take place after you tell us all that you have to tell us in accordance with clause 6;
  - if it is clear that your conduct did not contribute to the losses;
  - which are caused by the fraud or negligence of our employees, our agents' employees, employees of financial institutions or companies involved in networking arrangements with us, or merchants who are linked to the EFTPOS system and their agents and employees;
  - which are caused by a forged, expired or cancelled Card;
  - which happen before you receive your Card (and PIN, if the transaction requires a PIN);
  - which are caused by the same transaction being incorrectly debited more than once to the same account.

Subject to clause 9.5, you are also not liable if a system, equipment or device malfunction causes you any loss, or creates an error in your account. In this case, we will correct the error and refund any resulting fees or Government Charges, and interest paid by you.

- 9.5 Other than to correct an error in an account and the refund of any resulting fees or Government Charges, we will not be liable to you for any loss caused by an ATM or EFTPOS device malfunctioning if you were aware, or should have been aware that the terminal was unavailable for use or was malfunctioning.

## 10. Renewal of your Card

- 10.1 We will forward to you a replacement Card before the expiry date of your current Card.
- 10.2 If you do not require a replacement Card, you must notify us at least one month before the expiry date of your current Card. If, after you receive a replacement Card, you do not wish to use it, you may cancel the replacement Card in accordance with clause 1.4.

## 11. Chargebacks

- 11.1 You should report a disputed transaction to us as soon as possible (so that we may reasonably ask for a chargeback where such a right exists). The need to claim a chargeback may arise for many reasons however it does not apply to eftpos transactions.
- 11.2 You may lose the ability to dispute a transaction if you do not report it within 120 days of the transaction taking place.
- 11.3 If you wish to dispute a debit card transaction with us, you can tell us by telephoning 1800 025 484 in Australia or +612 9959 7686 if calling from overseas or by advising any of our branches and you will need to complete a disputed transaction statement form. You can always take up the complaint directly with the merchant if your complaint is about goods or services charged to the card.
- 11.4 We will, in relation to the transaction (including an unauthorised payment debited to the account pursuant to a recurring payment arrangement) claim a chargeback right, where one exists for the most appropriate reason. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant card scheme rules.
- 11.5 If the Merchant bank accepts the chargeback, the dollar value, in whole or in part, of a particular transaction, Rabobank will process the disputed transaction correction. Otherwise, depending on the outcome, the disputed transaction may need to be escalated. The process can continue until resolution is complete.

## 12. Meaning of Words In these Conditions of Use, unless the contrary intention appears:

- **ATM** means an automatic teller machine.
- **Chargeback** means the process by which a customer bank (such as Rabobank) reverses all, or part, of the amount of the disputed transaction processed via VisaNet (such as when your Card is used to make a purchase online, over the phone, using a contactless terminal or when pressing the Credit button) back to a merchant bank in accordance with the Visa Card Scheme Rules.
- **EFTPOS** means an electronic funds transfer point of sale device, used for electronic transactions at retail and other locations.
- **Linked Account** means an account, other than the Account to which we link your Card.
- **PIN** means the secret personal identification number that we issue with a Card, as varied in accordance with these Conditions of Use.
- **Visa payWave** means a contactless method of payment using a Visa payWave enabled Card.

## Section 4 Rabobank Direct Debit Request Service Agreement

### 1. Drawing Arrangements

- The details of your drawing arrangements are contained in the Direct Debit Request form set out in the Account Application form ("DDR").
- The Agreement with Rabobank for the Account (the "Facility Agreement") also governs your drawing arrangements.
- Where the due date for payment is not a business day, Rabobank will draw from your nominated financial institution account on the next business day. If you are uncertain as to when the debit will be processed to your account, you should enquire directly with your financial institution.
- If a drawing is dishonoured by your financial institution, Rabobank reserves the right to charge interest and fees in accordance with the Facility Agreement.
- Rabobank reserves the right to cancel drawing arrangements if a drawing is dishonoured by your financial institution, and to arrange with you an alternate payment method.
- You should check your account details on the DDR against a recent statement from your financial institution and, if uncertain, check with that institution.

### 2. Altering the Drawing Arrangements

- Rabobank will give you at least 14 days' notice in writing if there are changes to the terms of the drawing arrangements.
- Subject to the terms and conditions of the Facility Agreement, you may alter the drawing arrangements. Such advice should be received by us at least 7 working days before the draw date for any of the following:
  - stopping an individual drawing
  - deferring a drawing
  - suspending future drawings
  - altering the DDR Form
  - cancelling the drawings completely.Such advice must be in writing and addressed to Rabobank Client Services, GPO Box 4577, Sydney NSW 2001. Alternatively, you can contact your financial institution.

### 3. Our commitment to you

Rabobank will keep information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or determining any dispute relating to a drawing.

### 4. Your commitment to us

It is your responsibility to:

- Ensure your nominated account can accept direct debits. Direct debiting is not available on the full range of bank accounts. If in doubt you should refer to your financial institution.
- Ensure there are sufficient clear funds available in the nominated account to meet each drawing on the due date.
- Advise us if the nominated account is transferred or closed, or the account details change.
- Ensure that persons authorised on the nominated financial institution account sign the DDR Form.

### 5. Your rights

Where you consider that a drawing has been initiated incorrectly, you should contact:

Rabobank's Client Services on 1800 025 484 or  
GPO Box 4577  
Sydney NSW 2001

A response will be provided within 3 working days. If this response does not resolve the issue, you will be given details of our further dispute resolution process.

Alternatively, you can contact your financial institution.