Rabobank All In One **Conditions of Use**

November 2026

These Conditions of Use are the terms and conditions which apply to your Rabobank All In One Account and they incorporate all of the terms and conditions referred to in clause 2.1. Your use of the Account, including any Card, will confirm that you understand and have accepted these Conditions of Use.

Rabobank Australia Limited
ABN 50 001 621 129 AFSL 234 700

Rabobank

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Important Information

The table below sets out some important clauses contained within the Rabobank All In One Conditions of Use. This information does not describe the terms and conditions comprehensively. Please ensure you also read and understand the terms and conditions in full and not just the summary provided here.

Clause reference	Important Information
4.9	**Limitation of liability and indemnity – sending of instructions by electronic means** Please note that the terms and conditions provide that we will not be liable to you for and that you will indemnify us against any loss, cost or damage that we suffer as a result of you acting negligently or fraudulently in connection with: • the operation of your Account or the sending of instructions by Electronic Means; or • us acting in good faith on your instructions; except to the extent this involves fraud, negligence or wilful misconduct by us or our employees, officers, contractors, agents, appointed receivers or parties involved in the provision of services relating to the Account. Please refer to clause 4.9 of these Conditions of Use.

1. Definitions

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

1.1 **Account** means a Rabobank All In One account held with the Bank in your name and includes any Line of Credit facility and all the rights and obligations relating to the account arising under any applicable Conditions of Use, contract or agreement referred to herein and/or in the Line of Credit Contract.

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, anti money laundering legislation and Sanctions laws.

1.3 **Associate** has the meaning given in section 50AAA of the Corporations Act 2001 (Cth).

1.4 **Authorised Signatory** means any person named as such on the Account Operating Authority, application form or subsequently notified by you and accepted by us.

1.5 **Available Funds** means, at any time:

- if there is no Line of Credit, any credit balance of the Account and any overdrawing under clause 4.5, or
- if there is a Line of Credit, any credit funds held in the Account and the Undrawn Amount (as defined in the Rabobank All In One Standard Line of Credit Terms).

1.6 **Bank, Rabobank, we** and **us** mean Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700) and its successors and assigns.

1.7 **Business Day** means a day which is not a Saturday, Sunday or an Australian national public holiday.

1.8 **Card** means a card we issue to you for use on the Account, including a Rabobank VISA Debit Card.

1.9 **Electronic Address** means an electronic address you have provided including an email address, a mobile phone number we may send text messages to or any other method we have agreed with you to communicate electronically.

1.10 **Electronic Means** means telephone, facsimile, email or other electronic means, but does not include the use of your Card or Rabobank Internet Banking.

1.11 **ePayments Code** means the ePayments Code administered by ASIC.

1.12 **FATCA** means Foreign Account Tax Compliance Act.

1.13 **Fees Schedule** means the Rabobank Schedule of Standard Fees which applies to your account.

1.14 **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.

1.15 **Line of Credit** means any line of credit facility made available to you in accordance with a Line of Credit Contract as part of the Account.

1.16 **Line of Credit Contract** means the Facility Agreement, as defined in the Rabobank All In One Standard Line of Credit Terms, between you and the Bank relating to the Account.

1.17 **Mistaken Internet Payment** has the same meaning as in the ePayments Code and refers to a payment by a user through a pay anyone banking facility and processed by an Authorised Deposit Taking Institution (ADI) where funds are paid into the account of an unintended recipient because a user enters or selects a BSB number and/or identifier that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or identifier.

1.18 **OFAC** means the Office of Foreign Assets Control of the United States Department of Treasury.

1.19 **Rabobank Group** includes Coöperatieve Rabobank U.A. and its related entities.

1.20 **Restricted Party** means a person, or a person owned or controlled (directly or indirectly) by a person, that is:

(a) listed on any Sanctions List or is otherwise a subject of Sanctions;

(b) located in or organised under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions or whose government is the subject of country or territory wide Sanctions (including, without limitation, at the date of the Agreement, Crimea, Cuba, Donetsk, Luhansk, Iran, Sudan, Syria or North Korea); or

(c) acting on behalf of any of the persons listed under paragraphs (a) or (b) above.

1.21 **Sanctions** means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by a Sanctions Authority.

1.22 **Sanctions Authority** means the governments and official institutions or agencies of any of paragraphs (a) through (f) below, including, the Australian Sanctions Office, OFAC, the Council of the European Union, the United States Department of State and HM Treasury:

(a) Australia;

(b) the Security Council of the United Nations;

(c) the US;

(d) the European Union (including all of its member states, including the Netherlands);

(e) the United Kingdom; and

(f) any country in which the Account Owner or its Associate is incorporated or in, from or to which it conducts its business.

1.23 **Sanctions List** means any list of specifically designated persons, entities (or equivalent) or countries maintained by, or public announcement of Sanctions designation made by a Sanctions Authority, each as amended, supplemented or substituted from time to time.

1.24 **You** means the person(s) who own the Account.

1.25 **Website** means the Rabobank Australia website at www.rabobank.com.au.

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, the Fees Schedule and any Line of Credit Contract, set out our agreement with you about the Account. We advise you to read all of the terms and conditions applicable to your All In One Account.

2.2 If there is an inconsistency between any of the terms of our agreement with you, then the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use or the Line of Credit Contract will prevail over these Conditions of Use to the extent of the inconsistency.

2.3 These Conditions of Use do not limit or exclude any of our rights, or any of your rights, under the general law or under banking custom or practice, except where those rights are inconsistent with these Conditions of Use. However, these Conditions of Use are subject to any non-excludable condition imposed by law to the extent of any inconsistency.

2.4 You agree to be responsible for the conduct of Authorised Signatories, including 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 Unless we agree otherwise, you warrant that the Account is wholly or predominantly for business and not personal use.

2.6 If a transaction or instruction from you or us falls outside Rabobank's processing times, we may process the transaction or instruction on the preceding or following Business Day. Please refer to our Website for processing cut-off times.

2.7 If you are required to make a payment under any Line of Credit Contract on the 29th, 30th or 31st of a month and a particular month does not contain such a date, that payment must be made on the preceding Business Day.

2.8 If our agreement with you about the Account requires that something will or must be done (including making a payment where clause 2.7 does not apply) on or by a particular day and that day is not a Business Day, that thing will or must be done on or by the next Business Day.

3. Accounts in two or more names

3.1 If the Account is owned by two or more people:

- These Conditions of Use bind each of you separately as well as together;
- Each of you individually may, subject to clause 3.2 and 3.3, give us instructions on any matter relating to the Account other than to close the Account;
- We may pay any credit balance of the Account to any of you;
- We may deliver to any of you any documents, deeds or items which we hold;
- Where one owner dies, the survivor(s) will own and continue to operate the Account (subject to certain exceptions for partnership or trust accounts);
- You are jointly and severally liable for all debts incurred on the Account; and
- Subject to clause 3.2, each of you individually will be able to obtain access to the Account via Rabobank Internet Banking if you so choose.

3.2 You must advise Rabobank in writing how the Account is to be operated and instructions may be varied in writing. However, any one of you may instruct us in writing to change the signing rules when increasing the number of authorised signatories required to authorise each payment or transaction related instruction. For example, you may require that two Account Owners or Authorised Signatories approve each payment or transaction related instruction instead of just one. This change will apply to all accounts held in the same name as the Account.

3.3 You can advise us to change the authority so that all owners of the Account must approve future withdrawals.

3.4 If we become aware of any dispute between:

- account owners (or between attorneys and/or administrators acting on behalf of an account owner, and an account owner); or
- directors of an account owner,

we may block access to the account or block certain transactions on the account.

3.5 If we block an account under clause 3.4:

- we may decide to permit certain operations on the account if all account owners, or all directors, authorise such operations; or
- subject to clause 3.3 (if applicable), we may allow for limited payments in line with an account owner's established payment patterns if it is clearly required for them to meet their essential living and business expenses.

3.6 Where reasonable and to the extent permitted by law, if we block an account under clause 3.4 we will inform all account owners.

4. Operating your account

4.1 You must conduct the Account in accordance with these Conditions of Use.

4.2 Proceeds of cheques are not available until cleared. Clearance usually takes 5 Business Days.

4.3 We may require you to satisfy us as to your identity. We may refuse to act on any instructions which we reasonably consider may be invalid. We will act on instructions sent by you by Electronic Means unless we are on notice that the Electronic Instructions may be invalid.

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 any material requirement of these Conditions of Use or we consider it reasonably necessary for compliance with anti-money laundering obligations.

4.5 If there is no Line of Credit, by prior agreement with us you may overdraw the Account for a period of no more than 62 days. You must pay debit interest on the overdrawn amount as set out in clause 8.2. Any such overdrawing will also be subject to any other terms we agree with you at that time. If there is no such agreement and clause 11.2 does not apply, you must not overdraw the Account. If there is a Line of Credit, the Line of Credit Contract applies to all debit balances of the Account.

4.6 We may provide you with a statement which states the amount you owe us on this Account, or which states anything else about the Account.

4.7 We may monitor and/or record telephone conversations for verification purposes.

4.8 If we give you access to any funds prior to them being cleared, and the funds are not subsequently cleared, we will debit the Account with the amount of those funds e.g. cheques.

4.9 You agree that we are not liable for any loss, cost or damage you suffer and you will indemnify us against any loss, cost, expense or damage we suffer as a result of:

(i) you acting negligently or fraudulently in connection with the operation of the Account or the sending of instructions by Electronic Means; or

(ii) us acting in good faith on your instructions (including instructions by Electronic Means) except to the extent this involves fraud, negligence or wilful misconduct by us or our employees, officers, contractors, agents, appointed receivers or parties involved in the provision of services relating to the Account.

We may, upon giving you advance written notice, debit to the Account any amount you owe us under this indemnity.

4.10 You may make payments to the Account by direct credit 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 You must ensure you have sufficient Available Funds in your account to make payments. We may, from time to time, process a payment in excess of the Available Funds, but this will not always be the case and you should not expect that this will always take place. If we do so, you must pay debit interest on any amount in excess of the Available Funds as set out in clause 8.2 and the Fees Schedule. If there is a Line of Credit, the applicable fees and interest are set out in the Line of Credit Contract.

4.12 We will accept instructions in relation to your Account from an Authorised Signatory where you have signed an authority acceptable to us (such as, without limitation, an Account Operating Authority or 'AIO Credit Only Application' form) that permits that Authorised Signatory to do so on your behalf.

4.13 If you wish to revoke the Authorised Signatory's authority to operate on the Account, you must notify us in writing. Unless we have received a written revocation of authority, we will assume that the Authorised Signatory is authorised to operate your Account and/or give us instructions on your behalf. Please note that if an Account with no Line of Credit (ie an 'AIO (Credit Only)') is updated so that a Line of Credit is made available, this will not automatically revoke or change any authorities of account signatories (including for Authorised Signatories).

5. Consent to receive electronic communications

5.1 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, may be given to you by:

(i) being delivered or sent to the Electronic Address nominated by any of you; or

(ii) making the information available at our Website for retrieval by you and notifying you by electronic communication to your Electronic Address that the information is available.

5.2 You acknowledge and agree that you:

(i) may not receive a paper copy of any of the information made available by electronic communication under this clause; and

(ii) may be charged a fee for a paper copy where the information has been made available by electronic communication.

5.3 You may withdraw your consent to receive electronic communications at any time by contacting us directly, at which time you will begin to receive paper copies where we are able to accommodate this. However, in some circumstances, we may be required to send notices to you electronically.

5.4 If you change your Electronic Address, you agree that you will promptly notify us of this change.

5.5 All communications with us, including instructions, must be in accordance with Rabobank's reasonable directions.

6. Methods of serving a notice

6.1 You must ensure that any contact information that you give to us is accurate and up to date at all times. You must promptly notify us of any changes as soon as possible.

6.2 In addition to effecting service as permitted by law, any statement, demand or notice to you may be validly served or otherwise communicated by:

- being delivered or sent to the address or Electronic Address nominated by any of you; or
- making the information available at our Website for retrieval by you and notifying you by electronic communication to your Electronic Address that the information is available.

6.3 You may vary your nominated postal or Electronic Address by contacting us.

6.4 All written notices to us must be sent to our registered office address on the All In One application form or as subsequently notified to you.

6.5 Subject to any other specific provision, service pursuant to this clause is taken to be effected:

- where sent by post, upon the earliest of actual receipt, or the day when the addressee would have received the item in the ordinary course of post;
- where sent by electronic communication, when the system respectively from which it was sent indicates that it was sent successfully, or where delivered, upon actual delivery, except where sent/delivered after 4.30 pm or on a day which is not a Business Day, in which case service is taken to be effected on the next Business Day.

6.6 Even if we normally provide notices or statements electronically, we reserve 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 electronic communications to your nominated Electronic Address).

7. Statements

7.1 We will provide you account statements monthly.

7.2 You must check your account statement and let us know as soon as possible if you want to question an entry shown on it by calling 1800 025 484.

7.3 If you are in default under the contract relating to the Account, we will give you a statement of account or alternative (for example a transaction history) if you ask for it.

8. Interest

8.1 We will pay a variable rate of interest on any credit funds held in the Account. Our rates may at any time and at our sole discretion vary, sometimes daily, either by way of increase or decrease, conforming with general movements in Rabobank's annual percentage rates. The current rates, and also past rates and ranges of rates, are available on request from client services, by telephoning 1800 025 484 or on our website at www.rabobank.com. au. Different credit rates of interest may apply, depending on the amount of credit funds. Interest is calculated daily by applying the applicable daily interest rate to the relevant portion of the credit balance of the Account at the end of each day. The daily interest rate is the relevant interest rate divided by 365. The sum of all such amounts for the relevant period is credited to the Account monthly in arrears on the last day of each month and on closure of the Account. However, if there is a Line of Credit, it will be credited on each Interest Payment Date and on closure of the Account, Interest is accrued from the first date on which the Account has a credit balance or the date of the last interest payment, up to but

not including the date of the next interest payment, withdrawal of all the credit funds or closure of the Account.

8.2 Interest on any debit balances, including overdrawings, is determined by the Line of Credit Contract or the agreement referred to in clause 4.5, as applicable. Our base interest rates on debit balances (including the Applicable Base Rates as defined in the Line of Credit Contract, but excluding any rate that is fixed) may at any time and at our sole discretion vary, sometimes daily either by way of increase or decrease, conforming with general movements in Rabobank's annual percentage rates. Current base rates, and also past rates and ranges of rates are available on request from any of our branches or by telephoning 1800 025 484. Interest on an overdrawing referred to in clause 4.11 or 11.2, if not covered by such a Line of Credit Contract or agreement referred to in clause 4.5, or any other overdrawing or debit balance not covered by such a Contract or agreement referred to in clause 4.5, is calculated daily by applying the daily interest rate to the daily debit balance of the Account at the end of each day. The daily interest rate is the applicable interest rate 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 rate of such interest is set out in the Fees Schedule.

9. Other payment facilities

9.1 Automated Periodical Direct Debit

You may authorise another person to debit the Account (direct debit user) for payment of services. The direct debit user must 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 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.

10.2 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 giving the Authorised Signatory a copy of the Rabobank VISA Debit Card Conditions of Use and 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 Rabobank processes the request to cancel the subsidiary Card. You will not be liable for the continuing use of a subsidiary Card after the date Rabobank has processed the request to cancel the subsidiary Card.

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 and set-off

13.1 In certain circumstances, where reasonable, we may combine all or any of your accounts held with us or our related entities. If we combine accounts, we will apply some or all credit funds against some or all of the debt you owe us; and there will be only a single amount either we owe you or you owe us.

13.2 We may also exercise our right to set-off, which means we may apply some or all credit funds in all or any of your accounts held with us or our related entities against debts which you owe us that are due and payable.

13.3 If we exercise our rights under this clause, we will promptly notify you.

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 on request. You may obtain a copy of the Fees Schedule at any branch.

15. Breach of Conditions of Use

If you breach a material requirement of these Conditions of Use and you fail to remedy such breach (where the breach is capable of remedy) after receiving a notice from us to do so, our rights include doing any or all of the following:

- closing the Account in accordance with the provisions of clause 16 (except where you have a Line of Credit, in which case we will act in accordance with the Line of Credit Contract);
- cancelling any Card and require its return in accordance with the Visa Debit Card Conditions of Use; and/or
- terminating access to the Account via Rabobank Internet Banking in accordance with the Rabobank Internet Banking Conditions of Use.

16. Blocking and 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:

(i) it is no longer lawfully possible for us to provide an Account to you;

(ii) subject to clause 15, you have committed a material breach of these Conditions of Use;

(iii) 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 (you can contact us if you wish to keep your account open);

(iv) we have assessed you as being a recalcitrant account holder (including if you are "recalcitrant" within the meaning of any set out in the Foreign Account Tax Compliance Act and the Common Reporting Standards);

(v) we reasonably believe it necessary to prevent fraud, scams, mule account activity (which means activity relating to an account indicating that the account may be used to process money linked to criminal activity) or financial loss to us or you arising from the misuse or unauthorised use of the Account or our banking services;

(vi) 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;

(vii) you have transmitted content, including via any payment method (for example, text in payment descriptions), which in our reasonable opinion is inappropriate, including content which:

- uses crude, disrespectful or insulting language;
- is discriminatory, defamatory or otherwise unlawful;
- threatens or promotes physical violence;
- threatens or promotes psychological violence or mental harm; or
- is intimidating, threatening, abusive or harassing in nature.

(viii) you do not provide us with any document or information we reasonably request from you;

(ix) we consider it necessary to comply with Australian law or sanctions (or the law or sanctions of any other country) or to comply with our regulator and compliance obligations and manage associated risk; or

(x) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

If you have a Line of Credit, any right of Rabobank to close the Account is subject to the applicable Rabobank All In One Standard Line of Credit Terms (including clause M of the Rabobank All In One Standard Line of Credit Terms specifying when payment of any debit balance may be demanded by Rabobank).

16.3 If we block or close an account under clause 16.2, we will provide you with 30 days prior notice where reasonable in the circumstances and to the extent permitted by law. In some circumstances we may block or close an account without providing you with any prior notice if we reasonably believe immediate action is necessary to protect us or you from suffering financial loss (for example, to manage a risk of the kind described at clause 16.2). If we close the Account without prior notice to you, we will provide you with written notice as soon as reasonably possible after the action has been taken.

If the Account has a debit balance, we will comply with the Line of Credit Contract or the agreement referred to in clause 4.5, as applicable. If the Account has an overdrawing or debit balance not covered by a Line of Credit Contract or other agreement, you must pay to us the amount of that debit balance.

16.4 Following notification of closure of the Account, we will continue to debit to the Account fees (as disclosed to you from time to time), Government Charges and interest 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.

16.5 If we suspend or close an Account of yours that is in credit:

(i) if legally permitted, we will transfer your credit balance to an account nominated by you;

(ii) we may not transfer the credit balance to you if we reasonably believe that a regulatory or other legal obligation or reason (such as to comply with a court order or we reasonably believe the funds are not yours) prevents us from doing so or to manage associated risk;

(iii) we may transfer some or all of the credit balance to another financial institution or genuine claimant where we receive notice from that institution or claimant that the funds belong to a bona fide third party in relation to a matter of the kind described in clause 16.2(v), 16.2(vi), or 16.2(ix) and we reasonably believe the request or claim is legitimate;

(iv) if we are unable to transfer your credit balance to an account nominated by you and we cannot obtain instructions from you, or we are otherwise of the reasonable belief there is a basis set out in subclause (ii) to not transfer the credit balance to you and have not otherwise transferred funds to a bona fide third party under subclause (iii), we may transfer the balance to a suspense account, and ultimately to the Commonwealth Government as unclaimed money where permitted or required by applicable laws; and

(v) we may charge you an amount that is our reasonable estimate of the costs of closure (we will advise you if there is such a fee).

16.6 If an account has an overdrawing or debit balance you must pay to us the amount of that debit balance.

17. Variations to terms and conditions

17.1 Acting reasonably, we can change these Conditions of Use at any time without your agreement for any one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- if we consider it necessary for security reasons;
- to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
- if we add new features or benefits to the Account;
- as a result of changed circumstances relating to the Account (e.g. changes in technology, or to our systems, or procedures);
- to correct errors; or
- to make the terms and conditions clearer.

17.2 Subject to 17.3, if we change the terms and conditions of the Account and this change is unfavourable, we will let you know of the change as soon as reasonably possible by giving a written notice to you. For all other changes we will let you know as soon as reasonably possible by:

- giving a written notice to you; or
- advertising in the media.

17.3 If we change an interest rate, we will tell you no later than the date of the change by advertising in the media or giving a written notice to you, unless an interest rate is calculated according to an external reference rate or a rate that is not designated as a variable or floating rate. This clause does not apply to a change in the method of calculating interest or the frequency with which interest is debited.

17.4 Apart from a change described at clause 17.3, if we believe a change is unfavourable to you, then we will give you prior reasonable notice (which will not be less than 30 days) subject to paragraph 17.5.

17.5 We may give you a shorter notice period than the period described in clause 17.4 if:

- we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss; or
- there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In such a case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

17.6 If you have a Line of Credit, we may also make changes to the Line of Credit Contract at a Loan Conditions Review, Loan Pricing Review or upon a Repricing Event, all as defined in the Rabobank All In One Standard Line of Credit Terms where such clauses are applicable to you.

17.7 If you do not wish to continue your facility as a result of a variation made under this clause 17, you may cancel your facility in accordance with clause 16.1.

18. General information on banking services

18.1 Unless otherwise stated in the Line of Credit Contract (also known as a 'Letter of Offer'), if any, connected with the Account, the relevant provisions of the Banking Code of Practice (available on the website of the Australian Banking Association) apply to the Account.

18.2 We will provide to you, if you request it, general descriptive information concerning banking services, including information on:

(i) account opening procedures;

(ii) our obligations regarding the confidentiality of your information;

(iii) complaint handling procedures;

(iv) the advisability of you informing us promptly when you are in financial difficulty; and

(v) the advisability of you reading the terms and conditions applicable to the All In One Account.

19. Interpretation

19.1 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated, restated 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.

19.5 The word "including" and other similar words do not imply any limitation.

19.6 A reference to property includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.

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

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

We may require you to confirm your report in writing.

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.

28. Mistaken Internet Payments

28.1 If the ePayments Code applies to a Mistaken Internet Payment, we will act in accordance with the ePayments Code when handling the payment.

28.2 This means that, where we receive a report that you may have received a Mistaken Internet Payment, you acknowledge and agree that we may debit the amount of the Mistaken Internet Payment from your account where required by the ePayments Code. For further information on when we might do so, please refer to the ePayments Code and, if you are an internet banking user, the Rabobank Internet Banking Conditions of Use.

28.3 If you have made a Mistaken Internet Payment, you should report the Mistaken Internet Payment to Rabobank as soon as possible by calling Client Services on 1800 025 484.

29. Trustees

29.1 This clause 29 shall apply where you own this Account as trustee of a trust, whether or not disclosed to us (called the "Trust").

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

- 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;
- 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;
- 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;
- the Loan Purpose and performance by you of your obligations is for a proper purpose of, and provides commercial benefit to, the Trust;
- 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;
- you are a legal owner of all the assets of the Trust;
- there is no dispute in relation to the Trust or the Trust assets; and
- 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.

29.3 You must not, without our consent (which will not be unreasonably withheld):

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

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

29.5 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.

29.6 You agree to notify us of, and at least 5 days before, any distribution, vesting, transfer or payment of trust assets made from the Account in favour of a beneficiary of the trust and comply with any reasonable instruction we notify you of. Such a notice will include providing us with the name of the beneficiary (if not provided previously). We may provide further instructions to you to provide us with additional information about the beneficiary before the distribution, vesting, transfer of payment in order for us to comply with Applicable Regulations.

30. Anti-Money Laundering and Sanctions

30.1 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 (including, without limitation, legislation relating to anti-money laundering and Sanctions laws) and Rabobank will not incur any liability if it does so. 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.

30.2 You represent and warrant to the best of your knowledge, having made due enquiries that neither you (or an Associate of yours) is a Restricted Party or has violated or is violating any applicable Sanctions.

30.3 You declare and undertake to Rabobank that you will not:

- knowingly instruct us to make payment of monies that will breach any laws in Australia or any other country (including any Sanctions laws or involve any dealing with a Restricted Party); or
- engage in any activity, transaction or conduct that is likely to cause you or an Associate to be in breach of any Sanctions or becoming a person subject to Sanctions.

30.4 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 Regulations (including, without limitation, in order to comply with our anti-money laundering or Sanctions obligations), 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 Regulations.

31. Tax File Number (TFN) and Withholding Tax

31.1 Rabobank is authorised to request and collect your TFN under the Income Tax Assessment Act 1936, however you do not have to provide your TFN to us.

31.2 If your Account earns deposit interest in a tax year, and you have not provided us with your TFN (or Australian Business Number (ABN) where applicable), we may be required to deduct withholding tax from the interest earned on your Account at the highest marginal tax rate plus Medicare levy and remit this to the Australian Tax Office (ATO). You will need to contact the ATO or your tax agent for information on what you can do about any withholding tax that has been deducted from your Accounts.

31.3 Withholding tax on interest may be payable by non-residents at the time the interest is paid.

32. Privacy

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

33. Financial Claims Scheme

You may be entitled to payment under the Federal government's Financial Claims Scheme (FCS) which provides a free guarantee of deposits up to and including $250,000. Payments under the FCS are subject to a limit of $250,000 per depositor, per Authorised Deposit-taking Institution. 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 FCS can be obtained from the FCS website at http:// www.fcs.gov.au.

34. ePayments Code

Rabobank will comply with the ePayments Code where it is applicable to your dealings with Rabobank. Note that the ePayments Code will not apply to transactions performed using a facility that is designed for use by a business and established primarily for business purposes.

35. Questions and Complaints

If you have a query or complaint, please contact us by visiting our Website (www.rabobank.com.au), calling us on 1800 025 484, or by contacting or visiting one of our branches. Further information about our dispute resolution processes can also be found in our Complaints Handling Brochure, available on our Website, our branches or by calling us.

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Phone 02 8115 4000

Client Services

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If you are calling from overseas: +61 2 8268 4511

www.rabobank.com.au

Rabobank