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# ABN AMRO General Access Conditions

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## Definitions

In these conditions the following terms shall have the following meanings:

**ABN AMRO:** ABN AMRO Bank N.V.

**Customer:** the natural or legal person that purchases products or makes use of the services from ABN AMRO.

**Authorised Representative:** a person to whom the Customer has delegated authority to carry out certain legal and other acts in relation to ABN AMRO on the Customers behalf

**Communication:** each exchange of information with ABN AMRO, including the provision of instructions, entering into agreements and making and accepting offers. Means of Access: a means, provided or accepted by or on behalf of ABN AMRO, including but not limited to a code and/or password, which may be used on its own or in combination with one or more other Means of Access to identify a person vis-a vis ABN AMRO or for the placement of an Electronic Signature.

**Electronic Signature:** a signature consisting of electronic data which is attached to, or logically associated with, other electronic data and is used as a method of authentication.

**Form:** a standardised document in paper or electronic form made available by ABN AMRO, with which the Customer by signing it and/or filling it in, can obtain services from ABN AMRO, can give ABN AMRO instructions or notify ABN AMRO of certain things.

**General Banking Conditions:** the General Banking Conditions of ABN AMRO bank N.V.

**Conditions:** these ABN AMRO Access Conditions.

**Special Conditions:** any conditions applied by ABN AMRO to specific products or services.

## Article 1 Applicable conditions

1. These Conditions shall apply to all legal and other acts that include the use of a Means of Access. The Conditions shall not detract from the applicability of any applicable Special Conditions. The General Banking Conditions shall also apply.
2. In the event of any conflict between different conditions, the order of priority shall be as follows: first the relevant Special Conditions, next these Conditions and lastly the General Banking Conditions.

## Article 2 Notifications of changes by the Customer

1. The Customer is obliged to notify ABN AMRO immediately of any change in the Customer's address and/or any other relevant changes concerning the Customer and/or any Authorised Representative, using a signed (electronic) document.
2. In notifying such changes, the Customer must allow ABN AMRO a reasonable time to process them.
3. Any failure to use the form provided by ABN AMRO for the relevant Communication, may lead to significant delays in processing which shall be entirely at the Customer's risk.

## Article 3 Authorised Representatives

1. The Customer may appoint Authorised Representatives. ABN AMRO shall not be obliged to cooperate with any authorisation not granted by way of a Form signed by the Customer.
2. Customer shall be responsible for the acts and omissions of Authorised Representatives and shall be liable in the same way as if the Customer's own acts or omissions were concerned.
3. The Customer must inform the Authorised Representatives and keep them informed, to the extent relevant in the context of their authority, of any conditions, instructions, advice, risk warnings and, where applicable, risk profiles applicable to the Customer, which apply to the contractual relationship between Customer and ABN AMRO.

## Article 4 Contents of authorisation

If the content of the authorisation given by the Customer has not been further specified, ABN AMRO may assume that the following authorisation has been granted:

- Authorised Representatives may on behalf of the Customer and through any means of Communication, dispose over money in every present and future account of the Customer and also – as far as applicable – over credit made available to the Customer via those accounts;
- Authorised Representatives may place securities orders from or to the afore mentioned account(s) on behalf of the Customer;
- Authorised Representatives may inspect the afore mentioned account(s) through any means of Communication. Authorised Representatives are also authorised to solicit and use the services of ABN AMRO in order to be informed of the occurrence of a certain type of mutation on the aforementioned account(s).

## Article 5 Access

1. The Customer and Authorised Representatives shall have access to all means of Communication. Wherever ABN AMRO so facilitates, certain means of Communication will be blocked, on the request of the Customer, for the Customer himself and/or one or several of the Authorised Representatives.
2. Unless expressly agreed otherwise the same authorisation for Customer or Authorised Representatives shall apply to every means of Communication. The latter does not apply if the nature of the means of Communication involves certain (general) limitations.
3. ABN AMRO shall at all times be entitled to block certain means of Communication for the Customer and/or Authorised Representatives.

## Article 6 Identification

1. In any contact with ABN AMRO, Customer and Authorised Representatives must, upon request, identify themselves by means of legally acceptable form of identification.
2. Identification may also take place by way of a Means of Access subject to conditions to be set by ABN AMRO.
2. Every Communication where a Means of Access is used for identification and/or signing, will be deemed to have come from the holder of that Means of Access and/or to have been furnished with an Electronic Signature by him. Such Communication will be attributed to the Customer.

## Article 7 Electronic Signature

1. An Electronic Signature made with the help of a Means of Access in the manner prescribed by ABN AMRO shall have the same legal consequences as a handwritten signature.
2. Other forms of Electronic Signature shall only be accepted by ABN AMRO if these forms have been expressly recognized by ABN AMRO in advance, and in that case they shall have the same legal consequences as a handwritten signature.

## Article 8 Products and Services

1. ABN AMRO shall determine the terms, conditions and/or limits subject to which the Customer can gain access to products or services.
2. If the Customer purchases products or obtains services through an electronic means of Communication, the Customer shall be personally responsible for storing and/or printing the Form in terms of which the Customer receives the products or services, as well as the Special Conditions applicable thereto, should the Customer wish to do so. ABN AMRO shall facilitate the downloading and printing of these documents.
3. ABN AMRO shall not be under any obligation to keep the Forms sent by the Customer and/or the relevant Special Conditions, available to the Customer electronically.
4. ABN AMRO reserves the right to change, terminate, or suspend the delivery of products or services, unless agreed otherwise. ABN AMRO will give the Customer prior notice of such actions, if possible, whenever this is of importance to the Customer.

## Article 9 Instructions

1. ABN AMRO may require instructions to ABN AMRO to be given in a way prescribed by ABN AMRO.
2. All instructions given to ABN AMRO, during the course of a Communication that was preceded by identification using a Means of Access, shall have the same legal status as instructions that are accompanied by a handwritten signature.
3. An instruction received by ABN AMRO cannot be withdrawn or revoked. ABN AMRO may nonetheless, still be asked not to carry out a particular instruction. ABN AMRO shall then assess whether the request can be complied with or not. If it is no longer possible to comply with the request, the implementation of the instructions shall be at the Customer's risk.
4. Instructions received by ABN AMRO shall only be executed after being positively authorised by ABN AMRO.
5. ABN AMRO reserves the right not to carry out any instructions that are not given in the way prescribed by ABN AMRO or to only carry out such instruction after further verification.

## Article 10 Communication

1. For reasons including security, ABN AMRO may prescribe a specific form of identification or signature for certain means of Communication and for certain products or services, or attach restrictions or further requirements in relation to certain means of Communication.
2. If the Customer has access to electronic access channels of ABN AMRO, ABN AMRO shall be entitled to only send notices intended for the Customer using those channels and to make information intended for the Customer available electronically.
3. If the Customer only has access to electronic access channels through Authorised Representatives, ABN AMRO's entitlement referred to in paragraph 2 above shall be limited to general notices and information concerning the use of the relevant channel, unless expressly agreed otherwise with the Customer.

## Article 11 Account information

1. If the Customer has access to electronic access channels of ABN AMRO, ABN AMRO shall be entitled to only make account statements available electronically.
2. The Customer undertakes to view and check such account statements regularly, and at least once every 30 days. For the purposes of articles 12 and 13 of the General Banking Conditions an account statement made available electronically shall be considered equivalent to a paper account statement.
3. If requested by the Customer, ABN AMRO may make duplicate account statements available on paper. ABN AMRO shall be entitled to charge the Customer a fee for this.

## Article 12 General information

Unless otherwise indicated, general information provided by ABN AMRO that does not specifically relate to the Customer is given without any guarantee that it is correct or up-to-date. ABN AMRO shall be free at any time to discontinue or make changes to the provision of such information, for example through its website.

## Article 13 Charges

1. The Customer shall be obliged to pay charges set by ABN AMRO for certain means of Communication with ABN AMRO, and for products or services to be supplied by ABN AMRO.
2. ABN AMRO shall be entitled to amend these charges at any time. ABN AMRO shall make information regarding the changes available to the Customer in good time.
3. The costs of telecommunications, such as telephone expenses, where the Customer contacts ABN AMRO, shall not be borne by ABN AMRO.

## Article 14 Evidence

1. Where Communication is by telephone, ABN AMRO may record conversations. This is done to provide, among other things, evidence of instructions given, and for purposes of verification and inspection and/or quality assurance.
2. Electronic Communications shall be deemed to have been received on the day on which the Communication was sent, unless the recipient proves the contrary.
3. The version of any Communication stored by ABN AMRO shall count as evidence between the Customer and ABN AMRO, subject to any evidence supplied by the Customer to the contrary.

## Article 15 Privacy

1. ABN AMRO's processing of the Customer's personal details will be subject to the Personal Data Protection Act (Wet Bescherming Persoonsgegevens) and the Code of Conduct regarding Personal Details Processing by Financial Institutions (Gedragscode Verwerking Persoonsgegevens Financiële Instellingen). ABN AMRO will process these personal details within the framework of an efficient and effective business operation, focussing in particular on the following activities:
  - entering into and executing agreements with a Customer and settling payments;
  - analysing personal details for statistical and research purposes;
  - carrying out general and targeted marketing activities in order to maintain and/or expand a relationship with the Customer;
  - safeguarding the security and integrity of the sector, including, among other things, combating, preventing and detecting attempted or actual criminal and other acts against ABN AMRO, its Customers and employees, as well as using and participating in warning systems;
  - complying with statutory requirements.
2. ABN AMRO has the right to bring in third parties, in the context of the activities listed in paragraph 1, both from within and outside the ABN AMRO Group, and both from within and outside the EU. The execution of money transfers will in any case involve the exchange of the Customer's personal details with these parties, because intermediaries and/or clearing centres at different locations around the world are involved. Details of instructions, both during and after processing, can therefore be subjected to inspection by the competent national authorities of the countries where this data are held due to the clearing process.

## Article 16 Use of the Means of Access

1. A Means of Access is linked exclusively to one natural person. Only one person (the holder) is entitled to use each Means of Access, which is non-transferable. Any password, PIN code, and similar codes, must be kept secret.
2. A Means of Access shall only give Authorised Representatives access to the Customer's products or services to the extent that this is covered by the authorisation granted by the Customer to the Authorised Representatives.
3. A Means of Access is not linked exclusively to the relationship between ABN AMRO and the Customer. The holder of a Means of Access may also use the Means of Access used by him in the context of that relation when exercising authority on behalf of other customers of ABN AMRO. Similarly, within the relationship between ABN AMRO and the Customer a Means of Access that the holder has on account of another relationship with ABN AMRO may be used.
4. The holder of a Means of Access must take care in using it and comply with the conditions and instructions relating to its use and to the access to products or services it provides.
5. The copying of the Means of Access and/or the content of information carriers belonging with the Means of Access is not permitted.
6. The Customer shall be responsible for the use of his own Means of Access, as well as for the use of Means of Access belonging to other holders, to the extent that these are used on behalf of the Customer.
7. ABN AMRO may block the use of a Means of Access for access to products or services of the Customer immediately:
  - if the Customer is made bankrupt or applies for a suspension of payments, or if ABN AMRO is served with a garnishee order relating to the Customer's assets or if the Customer otherwise wholly or partly loses his capacity to deal with his assets or income;
  - if the relationship between the Customer and ABN AMRO is terminated;
  - if the Customer dies or is made subject to a guardianship order;
  - if there are reasonable grounds to suspect misuse.

## Article 17 Security

1. ABN AMRO shall inform the Customer, as far as possible, about the precautionary measures to be taken to secure the Means of Access.
2. The Customer is obliged to regularly consult the information made available by ABN AMRO via an electronic access channel used by the Customer, on the use of that specific channel, the related Means of Access and its security.
3. The Customer shall be responsible for securing all Means of Access and any other means used by or under the control of the Customer or other holders, which may be applied in order to use the Means of Access on behalf of the Customer. Any misuse of Means of Access or the other means referred to shall therefore be at the Customer's risk. This risk shall end as stated below in Article 18. The other means referred to may include for example card readers provided to the Customer, telephones and computers.

### **Article 18 Reporting incidents**

1. If a Customer knows or has grounds to suspect that his Means of Access, or that of other holders who have access to the Customer's products or services, has been misused or could be misused by unauthorised persons, for example in the event of loss, theft or any other irregularity, the Customer shall be obliged to inform ABN AMRO of this immediately.
2. Incidents may be reported by the Customer and any holder of a Means of Access. ABN AMRO shall maintain a permanently staffed contact point for telephone reports. ABN AMRO shall immediately take measures after a report in order to prevent misuse. The Customer shall not be liable for the use of the relevant Means of Access after the report has been made.
3. Where a report is not made in writing, the report must be confirmed immediately by or on behalf of the Customer in writing, by fax or electronically. If an offence is suspected the Customer shall, when requested, report the matter to the police, in the absence of any applicable Special Conditions to the contrary. The Customer shall also, when requested, provide such cooperation to ABN AMRO as may be reasonably necessary in order to clarify the circumstances surrounding an incident.

### **Article 19 Technical Infrastructure**

1. ABN AMRO shall not be liable for, and shall not bear the risk relating to any technical infrastructure necessary for Communication with ABN AMRO where the infrastructure is not under its control, such as the telephone network and the equipment of Internet providers. ABN AMRO shall therefore not be liable for any non-arrival of messages sent to it or distortion of messages.
2. ABN AMRO shall use its best endeavours to keep the infrastructure under its control available so that the Customer can undertake electronic and telephone Communication within the times of availability indicated by ABN AMRO. However ABN AMRO cannot guarantee actual availability and does not therefore accept liability in this respect, except in the event of gross negligence. In such a case, the liability of ABN AMRO shall be limited to any direct loss suffered by the Customer.

### **Article 20 Variations of and additions to the Conditions**

ABN AMRO shall be entitled to vary or add to these Conditions. The Conditions in their new form shall become binding on the Customer and ABN AMRO 30 days after notification of the changes to the Customer.

### **Article 21 Disputes**

1. The Conditions shall be governed by Dutch law.
2. Disputes between the Customer and ABN AMRO shall be submitted to the competent Dutch Courts, unless otherwise provided for in mandatory regulations applicable to ABN AMRO.
3. The Customer shall be entitled, notwithstanding the foregoing to submit disputes to dispute and complaint resolution services where ABN AMRO has subjected itself to their authority, with due observance of the regulations of such instances.

### **Article 22 Codes of conduct, dispute resolution authorities**

1. Information is available on the website of ABN AMRO ([www.abnamro.nl](http://www.abnamro.nl)) about the competent dispute and complaint resolution authorities, as well as any codes of conduct to which ABN AMRO subscribes. Information is also given as to how the Customer may consult the applicable regulations and codes of conduct.
2. The information referred to in paragraph 1 shall also be made available on paper when requested.