

Electronic Banking Conditions

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Definitions

1. Subject and applicable conditions

The EBC govern your use of the communication system and the electronic banking services. In addition to the EBC, these services may be subject to other conditions that you have agreed or have yet to agree with the bank, such as general conditions, payment services conditions and conditions for other specific services.

2. Use of communication system and electronic banking services

- 2.1 You must adhere to all procedures and requirements set out in the user manuals. This also goes for any changes and additions to the user manuals. The bank will inform you of any such changes or additions in good time.
- 2.2 You guarantee that you will not act in breach of any laws and regulations or any other obligations when using the electronic banking services.
- 2.3 You indemnify the bank against all third-party losses and claims resulting from or related to your use of the electronic banking services. This does not apply if the loss was caused by wilful intent or gross negligence of the bank.
- 2.4 You will use the communication system and electronic banking services for business purposes only. Usage as a natural person in a non-professional or non-business capacity is not permitted.

3. Instructions

- 3.1 Each instruction given to the bank and authorised using a client identifier is binding on you. The use of the client identifier serves as evidence and as a sufficiently reliable method for placing an electronic signature.
- 3.2 It is your responsibility to ensure that your instructions are correct. The bank is not required to check your instructions.
- 3.3 The bank can refuse to process an instruction and can block your access to the electronic banking services or take any other appropriate measures if it has reasonable grounds to assume that:
 - ▶ an instruction did not come from you;
 - ▶ an instruction is not clear;
 - ▶ processing of the instruction would be in breach of a law or regulation or other obligation to which the bank, in its opinion, is bound;

- ▶ you have used the Electronic Banking Services for purposes that are not permitted; and
 - ▶ there is a security risk.
- 3.4 At your request, the bank will do its best to cancel an instruction received from you. However, the bank is not liable if it is unable to do so.

4. Information and transaction details check

- 4.1 You are always expected to check the information and transaction details made available to you via the communication system as promptly as possible.
- 4.2 You are expected to inform the bank immediately if you find any inaccuracies or omissions in the information or transaction details.

5. Your communication and security obligations

- 5.1 You are expected to take measures within your domain to prevent any loss arising from an instruction or other communication that is incorrectly or involuntarily transmitted to the bank on your behalf.
- 5.2 You are expected to immediately notify the bank if you know or suspect that unauthorised use is being made or can be made of a client identifier. This can be the case, for instance, if a secret code or password has become known to an unauthorised person.
- 5.3 You are expected to follow the security rules that the bank has made known to you.
- 5.4 If a security incident occurs, you are expected to follow any instructions you receive from the bank to limit any loss or expense. You are also expected to cooperate with an investigation of the bank into the circumstances.

6. The bank's communication and security obligations

- 6.1 The bank is expected to take measures within its domain to prevent any loss arising from an instruction or other communication that is incorrectly and/or involuntarily transmitted to the bank on your behalf.
- 6.2 The bank is expected to ensure that the communication system meets appropriate security standards.
- 6.3 The bank is expected to ensure that the client identifiers provided by the bank comply with appropriate security standards.

6.4 After receiving your notification as mentioned in Article 5.2, the bank is expected to immediately take appropriate measures to prevent unauthorised or further unauthorised use of a client identifier.

7. Allocation of communication risk

7.1 Any loss arising from an instruction or other communication that has been incorrectly and/or involuntarily transmitted on your behalf to the bank will be allocated according to the following rules.

7.2 A loss resulting from the bank's failure to meet an obligation as mentioned in Article 6 will be borne by the bank insofar as said loss is attributable to the bank.

7.3 A loss resulting from your failure to meet an obligation as mentioned in Article 4 or 5 will be borne by you insofar as said loss or expense is attributable to you.

7.4 If the communication involved the use of a client identifier or if the bank had reasonable grounds to trust that the communication was correctly transmitted to the bank in accordance with your wishes, you will bear the loss or expense. This applies insofar as Article 7.2 is not applicable.

8. Liability

8.1 The bank will not be liable for any indirect or consequential loss.

8.2 The bank will not be liable for any loss arising from the temporary unavailability of the communication system and/or electronic banking services.

8.3 An exception to Articles 8.1 and 8.2 applies to any loss arising from wilful intent or gross negligence of the bank.

9. Third-party services

9.1 The bank may provide electronic banking services through third parties and will do so with due care and diligence.

9.2 If you have enlisted or nominated a third party, you will always be liable for the consequences of this choice.

10. Fees

10.1 You are expected to pay the bank a fee for the use of the electronic banking services.

This fee will be charged by reference to the rates for electronic banking services as posted on the bank's website, unless you have made alternative arrangements with the bank.

10.2 The bank may change the rates at any time subject to advance notice, unless you have made alternative arrangements with the bank.

10.3 The bank may charge the payable amounts to your account with the bank.

11. Amendment and termination

11.1 The bank may make changes and/or additions to the EBC. The bank will notify you of this at least two months in advance. Any changes or additions will become applicable to you, unless you cancel the agreement before the change or addition takes effect.

11.2 You and the bank can each terminate the agreement by sending notice in writing. The termination will always take effect on the last day of a calendar month and is subject to at least 30 days' notice.

11.3 You and the bank can each terminate the agreement with immediate effect by sending notice in writing to the other party:

- ▶ if the other party seriously or repeatedly acts in breach of the agreement; and
- ▶ if the other party is placed under suspension of payments, declared bankrupt or ceases to operate.

11.4 Articles 2, 7 and 8 of the EBC will remain applicable upon termination of the agreement.

12. Applicable law and disputes

12.1 This Agreement is governed by the laws of the Netherlands.

12.2 Disputes will be referred to the competent court in Amsterdam if amicable settlement is not possible.

Definitions with Electronic Banking Conditions

Definitions

Communication system: the bank's communication system as described in the appendix to the agreement.

EBC: the ABN AMRO Bank Electronic Banking Conditions consisting of the General Section and the appendix pertaining to the specific communication system.

Electronic banking services: the services described in any appendices to the agreement that you can use via the communication system.

User: a person who has access to the communication system on your behalf.

User manual: the bank's most up-to-date manuals containing information, procedures and requirements concerning the use of the communication system and the electronic banking services.

Client identifier: an identification tool the bank has provided to or agreed with you that enables you or a user to access and/or communicate via the bank's communication system.

Instruction: an instruction you give the bank via the communication system and approve with the aid of a client identifier.

Agreement: the Electronic Banking Agreement you have concluded with the Bank and which includes the EBC.

0900 - 0024

(For this call you pay your usual calling costs.
Your telephone provider determines these costs).

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