



# Datakeeper Terms and Conditions 2022

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## Section 1: What we mean by certain terms

In the Agreement and these Terms and Conditions, we use certain terms that have a specific meaning. We highlight these below.

App	the application that you can use to access the Datakeeper service.
Security code	a secret personal login code for the App.
Biometric characteristic	a physical characteristic of a natural person, such as a fingerprint, that is stored/registered on a designated Device which you can use to authenticate your identity if we have agreed this with you.
Data	the data that you request from the Disclosing Parties and send to the Receiving Parties via the Datakeeper.
Datakeeper	your personal environment where you can use the Datakeeper service and other additional services, provided your Device is suitable for that purpose.
Datakeeper service	the service that enables you to use your Datakeeper, download data you receive from Disclosing Parties and share that data with Receiving Parties at your discretion.
Information	all notices, confirmations, documents, Terms and Conditions (as amended), product terms and conditions (as amended), manuals, instructions, and statements or commercial communications that we provide to you.
Receiving Party	the party to whom you send your Data from your Datakeeper.
Agreement	all agreements for the use of the Datakeeper service between us and you, including these Terms and Conditions and rules.
Device	a device registered with us - such as your mobile phone - which you can use to access Datakeeper.
You/Client:	the person with whom we have entered into the agreement. Thus, when we refer to 'you' or 'your,' for example in our Datakeeper service, we mean the person accessing the service.



Disclosing Party	the party that sends you the Data you have requested to your Datakeeper.
Rules	the rules, manuals, directions, instructions, requirements, and restrictions governing the use of Datakeeper as posted on the App or communicated to you in other ways.
Terms and Conditions	These Datakeeper Terms and Conditions 2022
We/Rabobank	Coöperatieve Rabobank U.A., having its registered office in Amsterdam, the Netherlands.



## **Section 2: The rules that apply to the Datakeeper service**

### **2.1 Using the Datakeeper service**

If you enter into an agreement with us for the use of the Datakeeper service, you may use the service for personal purposes only.

### **2.2 Information about the Datakeeper service**

1. In our App and in Section 4, you will find information about the different uses of the Datakeeper service.
2. If we send you an agreement or amendment via the Datakeeper service, you will need to make sure that you can access the (amended) document in some other way as well. You may, for example, want to print this Agreement or store it on your Device.
3. We may provide you with information via the Datakeeper service, for example about the Datakeeper service that you have purchased from us. This is explained in more detail in the 'Information' section.

### **2.3 What you need to use the Datakeeper service**

1. You will need a Device, the Datakeeper App and security code to use the Datakeeper service.
2. You will also need to create an account as described in the App.

### **2.4 Rules**

You are required to comply with our rules. These rules may concern (the safe use of) the Datakeeper service, security code or the (safe) use of your Device. But they may also be about limits or specifications for your Device, which you need to use the Datakeeper service. Rules may be temporary in nature.

### **2.5 Changes to the rules**

We may change or replace the rules for the Datakeeper service. We will inform you of new or changed rules, for example via the App, by email, or through an amendment of the applicable Terms and Conditions.

### **2.6 Using the Datakeeper for performing legally binding acts with third parties**

1. If this option is available, you may use the Datakeeper to enter into agreements or perform other legally binding acts with a Receiving Party, such as taking out insurance from an insurer via the Datakeeper, or purchasing or renting goods from a Receiving Party via the Datakeeper, if we have agreed that you may do so.



2. If you use the Datakeeper to make arrangements with a Receiving Party, we will not be a party to those arrangements, nor do we accept responsibility or liability for complying with or providing proof of those arrangements between you and the Receiving Party.

## **2.7 Bound by legally binding acts**

1. If your Device, biometric characteristic and/or security code have been used to perform legally binding acts, including acts of disposition, via the Datakeeper service, then such acts are binding on you.  
Legally binding acts include requesting and forwarding Data from the Disclosing and Receiving Parties.
2. You are also bound by legally binding acts performed by another person through the Datakeeper service using a Device, biometric characteristic or security code on your behalf.
3. You are not bound by legally binding acts performed using your Device, security code or biometric characteristic as soon as you have reported an incident involving your tool to the helpdesk referred to in the 'Helpdesk' section.  
However, this will not affect the validity of legally binding acts performed before the incident was reported.
4. We can agree on new ways to carry out legally binding acts with you. You will then be bound by any legal acts you perform in this manner. This also applies if someone else uses this new method on your behalf.

## **2.8 Acts performed using a biometric characteristic**

As and when the Datakeeper service supports this option, you may register a biometric characteristic for use on your Device. The App provides information on Devices that support biometrics.

## **2.9 Notifications**

1. If an incident has occurred involving your Datakeeper, Device or security code, notify the helpdesk referred to in the 'Helpdesk' section as soon as possible. When requested, you must also report the incident to us in writing.
2. Other notifications must be sent by email to the helpdesk referred to in article 'Helpdesk', unless we instruct otherwise.
3. If we want to inform or notify you about something, we will determine the manner in which this will be done. We may also choose to inform or notify you via the App only, in which case we would not need to do this in any other way.

## **2.10 Blocking a security code, Device or Datakeeper service**

1. We may block the security code, biometric characteristic, Datakeeper or Device used by you to access Datakeeper services. We may do so if we consider this to be necessary. We will exercise this right with due care and only for security reasons or in the event of unauthorized use, fraud or suspicion of fraud, or a significantly increased risk that you will be unable to fulfill your obligations under the Agreement.



2. We may decide not to carry out a legally binding act performed by you or on your behalf if we have very good reasons for this. Or if circumstances beyond our control (force majeure) prevent us from carrying out the legally binding act.
3. We may also choose to (only) block the Datakeeper service, in which case you will not be able to use it.
4. If any event described in this article occurs, we will inform you accordingly. However, we are not required to notify you:
  - a. if we have good reasons not to do so. For example, if this is not desirable for security reasons, or it is not permitted, or in order to prevent fraud;
  - B. if the Datakeeper service has been blocked because you entered an incorrect security code three consecutive times;
  - c. if the blocking has had or will have only minimal consequences for you.

### **2.11 Availability of the Datakeeper service**

1. We make every effort to keep the Datakeeper service up and running. However, you will need to consider the possibility that the service may sometimes be unavailable. If necessary, you should take measures to prevent or mitigate the consequences if the Datakeeper service is unavailable. You may, for example, want to look for alternative means to exchange Data.
2. We will always have the right to disable all or part of the Datakeeper service. We may do so for maintenance purposes, in the event of fraud or suspicion of fraud, or in the event of a fault in the hardware, software or infrastructure. We may also decide not to make certain components of the Datakeeper service available to you.

### **2.12 Modifying or terminating the Datakeeper service**

1. We may modify or terminate the options for using the Datakeeper Service at any time.
2. We may also terminate all or part of the Datakeeper service.
3. We will exercise these rights right with due care and only do so for security reasons, in the event of unauthorized use, fraud or suspicion of fraud, or if we have reason to believe that you will not be able to meet your obligations.
4. If possible, we will inform you of this in advance, for example via the App.
5. We will inform you of the reason if requested. However, we will not do so if we have good reason not to inform you, for instance to prevent fraud or to protect the safety or interests of other parties.
6. We may also terminate the Datakeeper service if you have not used it for an extended period of time. One of the reasons we do this is to ensure that you do not incur unnecessary costs. You will not be notified of this.



## Section 3: How to use the Datakeeper service safely

### 3.1 What you need to do

1. Keep your security code secret as it is strictly personal. If you are permitted to choose or change a security code, make sure it is not easy to guess.
2. Do not allow others to use your Device to access the Datakeeper service.
3. Be sure to keep the Device you use for the Datakeeper service safe and secure. Ensure that your Internet and/or telecommunication services, hardware, software and your Device are suitable and safe for using the Datakeeper service.
4. Report incidents directly to the Receiving Party and follow their instructions. The 'Helpdesk' section sets out how you can do this.

A number of these safety rules are explained in more detail below.

### 3.2 Helpdesk

In the event of an incident with respect to Data you have provided to a Receiving Party, you must contact that Receiving Party's helpdesk.

In the event of an incident involving the **Datakeeper Wallet**, you must contact the Datakeeper helpdesk at [info@datakeeper.nl](mailto:info@datakeeper.nl).

If you have incurred any loss or damages due to an incident, promptly report the incident to the police, and provide a copy of the police report to the Receiving Party at the latter's request.

### 3.3 Top tips for secure use of your biometric characteristics

The following safety rules apply to the use of biometric characteristics, provided such service is offered in the App.

1. You are not permitted to use the biometric characteristics if another individual's biometric characteristics are stored on your Device. Please check your Device before registering your biometric characteristics. You are responsible for ensuring that this is not the case.
2. If you know or suspect that something is wrong, promptly disable our Apps and report the incident to the helpdesk referred to in the 'Helpdesk' section.
3. In some cases, the Device may be used by people who have strongly similar biometric characteristics, such as twins. A twin brother or sister may therefore also be able to use your Device, even if only your biometric characteristics are registered on it. Therefore, do not lend your Device to others as you are responsible for any activity that is carried out on it.



### **3.4 Top tips for secure use of a Device**

If you are using a Device to access the Datakeeper service, you must lock it with a security code to prevent others from accessing the service.

If you no longer have your Device, because it was lost or stolen, or you know or suspect that someone else knows your security code, or that your Device has been used to access the Datakeeper without your permission, or if strange things occur when you use the Datakeeper service on your Device, call the helpdesk. You can terminate the Datakeeper service by deleting it from your Device. However, bear in mind that the data stored in the Datakeeper will also be deleted.

### **3.5 Using Internet and/or telecommunication services, hardware, software, and security**

1. It is your responsibility to arrange all Internet and/or telecommunication services, hardware (including a Device) and software needed to use the Datakeeper service.
2. Every precaution must be taken by you to ensure that the use of these Internet and/or telecommunication services, hardware, security features, and software will not cause any harm to us or a third party.
3. In addition to the software referred to in this article, we may provide software or arrange for software to be provided to offer added security for the data connection. If we do, you will be required to install and use the software. Under no circumstances will Rabobank be liable for the use and/or adverse effects of this software.

### **3.6 Rules for using the App**

The following rules apply to the use of the App.

1. Before installing the App, check that it is our App.
2. You may use the App only for the purpose for which it is intended. You are not allowed to copy or modify the App or make it available to a third party.
3. If you are no longer using the App or are no longer permitted to do so, you must delete it from the Device. The same applies if you are selling the Device or no longer using it for any other reason.
4. When requested, you must install a new version (update) of our App.
5. Neither we nor any third party we engage will be liable for any damages, direct or indirect, resulting from the use of the App, or faults or errors in the App or updates, or caused by the App or update not working properly in combination with your Device, which may, for example, be the case if the memory of the Device is full.
6. These Terms and Conditions (including their amendments) will remain in effect as long as you continue to use our App.



## Section 4: The Datakeeper service

### 4.1 Properties

1. The Datakeeper service allows you to request data from Disclosing Parties and exchange it with Receiving Parties in the personal environment on your Device, your Datakeeper. The Datakeeper environment is provided by Rabobank.
2. You can use the Datakeeper if you have installed the App on your Device and Rabobank has accepted you as client after your registration.
3. The Datakeeper and the associated security code are strictly personal and may not be given to or used by any other person at any time.
4. You have sole discretion in choosing the Disclosing Parties you wish to receive Data from and the Receiving Parties you wish to forward the Data to via your Datakeeper.
5. For the secure transmission of Data, the Disclosing and Receiving Parties will use a digital key that will enable them to communicate with your Datakeeper via an API at your request. You will not see the digital key on the screens to which you have access.
6. Rabobank is not responsible for the Disclosing Party's actions, which are necessary for enabling you to receive the documents you requested in your Datakeeper, nor does it accept responsibility for or guarantee the accuracy and suitability of the Data you send from your Datakeeper to the Receiving Party.
7. Rabobank is not responsible for the Receiving Party's actions, which are necessary for enabling you to send the documents you requested from your Datakeeper to the Receiving Party, nor does it accept responsibility for or guarantee the decisions the Receiving Party makes with respect to you upon receipt of your Data from your Datakeeper.
8. It is the responsibility of the Disclosing and Receiving Parties to comply with applicable laws and regulations, including personal data protection laws. Rabobank is neither responsible for nor guarantees this.
9. If you no longer want a particular Disclosing Party and/or Receiving Party to send or receive Data via your Datakeeper, for example, because you feel that it is not handling your data properly, you may deny that Disclosing Party and/or Receiving Party access to your Datakeeper.
10. We cannot retrieve (requests for retrieving) Data that has already been provided to a Disclosing and/or Receiving Party, nor can we reverse other acts after they have been performed. As such, you should contact the Disclosing and/or Receiving Party to discuss the options available for doing so.
11. In the App's history menu, you will find an overview of the previous requests and transmissions you have made with your Datakeeper.



## Section 5: End of Agreement

### 5.1 Notice of termination of the Agreement

1. You may terminate the Agreement at any time without notifying us of the termination. We will regard your deletion of the App from your Device as the notice of termination. The Agreement will remain in force as long as the App is on your Device.
2. We may terminate the Agreement at any time subject to a 30-day notice period. The Agreement will terminate on expiry of this notice period.

### 5.2 Right of suspension

1. After notice has been given to terminate the agreement, we may suspend your use of the Datakeeper service, whereby you will no longer be able to use the service.
2. We may also suspend your use of the Datakeeper service if you fail to fulfill any of your obligations under the Agreement, or if the law so permits or in special circumstances.
3. The following examples qualify as special circumstances under which we may suspend your use of the service:
  - a. If we have doubts about whether you are authorized to use the Datakeeper service.
  - b. If we have doubts about the validity of a legal act performed via the Datakeeper service.
  - c. If there are prospective sanctions, such as possible embargoes on certain countries.

### 5.3 Termination

*In the following cases, we may terminate the Agreement without giving you prior notice.*

1. You have been declared bankrupt.
2. You have been granted a moratorium on payments.
3. You have entered into a debt rescheduling arrangement as provided by law.
4. You have entered into an insolvency arrangement.
5. Or if a petition has been filed for any of the foregoing.

This also applies if similar facts or circumstances arise under foreign or international law.

*In the following cases, we may terminate the Agreement but will give you prior notice, if possible.*

1. You fail to meet any of the following obligations and are unlikely to meet those obligations in the foreseeable future:
  - a. an obligation under the Agreement;
  - b. any other obligation to us;
  - c. an obligation under an agreement you have entered into with a third party for the use of the Datakeeper service.In all cases, foreseeable includes any situation where you inform us that you are no longer able to meet your obligations.
2. An event occurs that negatively impacts our relationship with you or compromises our integrity or reputation. For example:



- a. If you act in violation of any laws or regulations;
  - b. If our relationship with you, or any act or omission on your part, prevents us from complying with the laws and regulations that apply to us;
  - c. If, in our opinion, our relationship with you poses a threat to our integrity or reputation or the integrity or reputation of the financial sector;
3. Some other event occurs that qualifies as a ground for termination. Events of this kind may have been defined as such in the Agreement, these Terms and Conditions or any other terms and conditions applicable to the Agreement. For example:
- a. The circumstances relating to you:
    - you have died, are presumed to have died, or have gone missing;
    - the courts appoint a guardian to care for your person or property or an application is made for a guardian to be appointed;
    - all or part of your assets are attached or otherwise used to recover a claim;
    - you move all or part of your business to another country;
    - you leave the country where you are established or live;
    - you no longer have a known place of domicile, residence or establishment.This also applies to similar facts or circumstances recognized as such under any foreign legal system.
  - b. Incorrect or unlawful information or statements provided by you:
    - you provide us or others with inaccurate or incomplete information;
    - you withhold, destroy or manipulate information or do so about other facts that may cause us harm;
    - you have made an incorrect statement in the Agreement, in these Terms and Conditions or in other terms and conditions applicable to the Agreement.

#### **5.4 Consequences of terminating the Agreement**

1. When the Datakeeper service is terminated, you can no longer access the information and Data that we have provided to you via the Datakeeper service, including information, data and documents that you have received from a Receiving Party in the Datakeeper. It is your responsibility to take measures to ensure that you can always access the information and Data you need by other means.
2. If the Agreement or the Datakeeper service has been terminated, we are under no obligation to carry out the legally binding or other acts that you have instructed us to carry out.



## Section 6: Other arrangements made with you

### 6.1 Charges

1. We may charge a fee for making the Datakeeper service available to you and/or for the use of the Datakeeper service. We may also charge a fee for legally binding or other acts that you carry out via the Datakeeper service. These fees are shown in the list of fees in the App.
2. We may adjust our fees. If we do, we will inform you of this, either via the App or by email, at least 30 days before the new fees go into effect.

### 6.2 Information

We will provide you with relevant information including information about:

Use of the Datakeeper service.

How information will be provided

1. You will be automatically notified when a message arrives in the App.
2. If you believe that the information is inaccurate or incomplete, you must inform us of this immediately.

Who we may disclose information to

We may disclose information about you, the Agreement, rights arising under the Agreement, if and to the extent that there is a lawful basis for doing so under applicable privacy laws, without restriction to:

1. a national, foreign or international government body; and
2. other Rabobank group companies in order to do our job as best we can. For example:
  - a. to fulfill our obligations to you;
  - b. to keep our business operations as efficient as possible (for example to centralize our customer acceptance policy at group level); and
  - c. to give you the best possible advice.
3. We may also transfer all your personal information and data to our legal successor.

Personal data

1. We will process your personal data. Our Privacy Statement describes the practices of Rabobank and other group companies for collecting, using, retaining, protecting, disclosing, and transferring your personal data. The Privacy Statement is published on our App.

We may also arrange for your personal information and other data to be processed abroad, if and to the extent that there is a lawful basis for doing so under applicable privacy laws (including the GDPR). This may mean that your personal data will be shared with other parties in countries that do not provide the same level of protection for personal data that is required by the European Union. If that is the case, we will make arrangements with the parties in those countries with whom we share your personal information in order to ensure an adequate level of protection that is essentially equivalent to European standards.



If your personal data is processed and stored in a country where the level of data protection is not equivalent to European standards, your personal data may be subject to investigation by the competent national authorities of the countries where such data is stored.

### **6.3 Our data retention practices**

1. We may collect and retain additional (empirical) data about your use of the Datakeeper service for security or other reasons.  
We may also retain (empirical) data about the use of the Internet (such as IP addresses), hardware (such as your Device), software, and sessions on our systems.
2. This data will be used to improve the security of the Datakeeper service, the safe use of the Internet, and to tailor our services to your needs.
3. We may ask you for additional information about the hardware and Devices you use. We may use such information to prevent, identify and combat fraud with the Datakeeper service. We may share it with other parties, including banks, public or private investigation agencies or third parties that we engage in order to help make Internet use safer.

### **6.4 What information you should provide to us**

1. If your situation has changed, or if you expect it to change, you must notify us immediately if this could be important to us, for example if you have a new address or a petition has been filed for your bankruptcy.
2. If an event that qualifies or could qualify as a ground for termination occurs, you must inform us of this immediately, thereby stating the possible consequences that this might have.
3. If we ask you for information, you must provide it immediately in the manner requested, which may also include documents. We may ask for such information for the purposes of complying with statutory requirements, for instance. We may also request such information from other parties.
4. If you provide or are required to provide us with information, you must do so in a timely, complete and truthful manner, without withholding any relevant facts and circumstances so that we can gain a realistic picture of the situation.
5. If we ask you to provide additional information and you fail to do so, this may have consequences for the services we provide to you, including (temporary) suspension of access to the Datakeeper service or termination of the Agreement between Rabobank and you.

### **6.5 Proof of identity and client due diligence**

1. When requested, you must provide a valid proof of identity that we deem to be satisfactory.
2. In addition, you must provide us with information so that we can fulfill our obligations under sanction and tax laws.



3. These obligations to provide information apply in addition to other obligations you have to provide us with information.

## **6.6 Liability for loss or damages**

1. Our liability to you is limited to the direct damages or loss you incur. As a rule, we will not compensate you for any indirect loss or damages. Direct loss or damages are defined as:
  - a. any undue fees or interest that you have paid to us; and
  - b. any interest that we should have paid to you (if we had complied with our obligations).

The amount to be compensated will be limited to two hundred and twenty-five euros (€225) for each breach and for each series of related breaches.

2. We are not liable for indirect loss or damages, such as lost profits, loss or damages resulting from business interruption or consequential damages.
3. Under no circumstances does Rabobank accept liability for any loss or damages, direct or indirect, resulting from:
  - a. faults or errors in:
    - infrastructure (such as power supply systems); or
    - telecommunication connections (such as (cell) phone and (mobile) internet connections); or
    - hardware, tools and/or software provided by Rabobank or a third party, except in the event of a willful act or omission or gross negligence on our part.
  - b. measures imposed by a national, foreign or international government body;
  - c. measures imposed by the regulatory authorities; or
  - d. labor disputes involving a third party or own staff.
4. In the event that we exercise due diligence in selecting and engaging third parties to execute the Agreement, we will not be subject to any liability for any act or omission on the part of such parties.

## **6.7 Proof**

Our records serve as conclusive proof in our relationship with you. This also applies to records of the third parties we have engaged.

## **6.8 What happens in the event of a merger, demerger, or assignment of contract**

1. We may become subject to a merger or demerger. If that is the case, our legal successors may jointly and severally:
  - a. exercise all our rights and powers against you, and
  - b. fulfill all our obligations to you.
2. We may transfer, in whole or in part, the legal relationship with you, including all rights and ancillary rights arising from it, to another party. This is referred to as assignment of contract. You may not transfer your legal relationship with us to another party.
3. In the event of an assignment of contract as regards this legal relationship, our legal successors may jointly and severally:
  - a. exercise all our rights and powers against you; and



- b. fulfill all our obligations to you.
4. By signing the Agreement, you hereby agree to such assignment of contract.

#### **6.9 Amendment of the Terms and Conditions and/or the Agreement**

1. We may amend these Terms and Conditions at any time by adding, removing or replacing the provisions therein provided. We will notify you of this in writing and/or online at least 30 days prior to such amendments taking effect.
2. If any provision in the Agreement is found to be invalid, we will replace that provision with a valid provision that best embodies the intent of the Agreement. The invalidity of a provision will not affect the validity of the other provisions of the Agreement or these Terms and Conditions.
3. We may agree with you that we will amend parts of the Agreement. Such amendments will not result in a new agreement.

#### **6.10 Place of residence**

1. For the purposes of the Agreement, you have chosen your address for service to be the address stated in the Agreement.
2. For the purposes of the Agreement, we have chosen our address for service to be our offices at Croeselaan 18 in Utrecht.