

# CARDMEMBER CONDITIONS AMERICAN EXPRESS® CARD

These cardmember conditions apply to American Express® Card cardmembers. You accept these conditions by signing the card application form.

As an American Express® Card cardmember, you can have additional cards for one or more of your family members (additional cardmember(s)).

Danske Bank A/S issues, manages and handles all American Express® Card cards in Denmark.

## 1 Use

You may use your card to make payments and cash withdrawals in and outside Denmark.

You can use the card to make payments and cash withdrawals at all merchants and cash withdrawal points that accept the card. You will automatically receive a PIN for the card unless you have decided to use the PIN of one of your other personal cards issued by Danske Bank. You must use the PIN at merchants and cash withdrawal points in and outside Denmark. You can currently withdraw a maximum amount

equivalent to DKK 15,000 over 30 days. Local withdrawal limits may apply outside Denmark.

You may also use your card to make purchases online, by mail or telephone order and at self-service machines. A merchant can make a refund into your card account through your card.

You are entitled to the additional benefits of the card existing at any time (additional cardmembers, if any, are not entitled to such benefits). You are automatically covered by Express Care that provides travel insurance if you use the card to pay for a trip. Express Care also includes a special shopping protection benefit (see separate insurance conditions).

For information about additional benefits and business partners, call American Express Customer Service ("Customer Service"). If the card agreement is terminated, the additional benefits will lapse.

## 2 Card issuance and protection

You are the only person who may use your card. Upon receipt, you must sign the signature field on the back of the card. Merchants compare your signature on the card with the signature on the receipt.

You must always keep the card safe and check regularly that you have not lost it.

We own issued cards, and you must return your card to us if your card agreement is terminated.

We issue cards only to persons over 18. Cards are valid for two years. We are entitled to notify you at any time that the card is to be replaced. In that case, you may not use the card but you will receive a new card as soon as possible. You must cut the old card in halves and send it to Customer Service.

If you lose your card but find it again, you must cut the card in halves and send it to Customer Service. Do not use your card if it has been lost.

### 3 Use of card and PIN

You are the only person who may use your card and PIN. If you want another person to be able to use your card account, this person must have his or her own personal card (additional card).

Your PIN is generated and printed electronically without anybody seeing the combination. You must contact us immediately if the letter containing the PIN has been opened or is not intact.

Do not keep your PIN with your card or write it on the card. You should memorise your PIN and destroy the letter containing the PIN. Alternatively, you must keep the PIN in a safe place, preferably on a PIN memoriser, which is available free of charge from any of our branches.

Before you authorise a payment or cash withdrawal, you must always check that the amount is correct. You cannot revoke transactions already authorised (see 5 for exceptions).

You can use your card in the following ways:

- By using the magnetic strip and PIN
- By using the magnetic strip and signature
- By using the card number, expiry date and card validation code (relevant, for instance, for online transactions)
- By using the magnetic strip but not your PIN at self-service machines

#### PIN

When you enter your PIN, you must make sure that no one else can see the combination.

#### Signature

Never sign a receipt if

- the amount is not stated
- the amount is incorrect.

If you notice that a merchant issues more than one receipt stating your card details, you must make sure that any unsigned receipts are destroyed.

If you authorise a merchant to debit an additional amount, for example a service tip, you must ask for a receipt for the full amount.

When you use your American Express® Card to hire a car or pay for hotel accommodation for example, you must keep in mind that signing a receipt may allow the car hire company or hotel to debit additional amounts (see 5.1).

#### Online use etc.

You must enter the card number, expiry date and card validation code to trade online.

To make purchases by mail or telephone order, you must provide the card number, expiry date, card validation code and, if required, name and address. When you make a purchase by mail order, you must also sign the order form.

Never disclose your PIN in any of the above transactions.

#### Self-service machines

At certain self-service machines, you can use your card without entering your PIN or signing a receipt. At these machines, you accept the transaction by either entering your card in the machine or by pressing the OK button.

#### Check of receipts and account entries

You should always ask for a receipt for a payment or cash withdrawal. The receipt must state the date, the amount and part of your card number. You must make sure that the amount matches the amount of the purchase or cash withdrawal and that the date is correct. You should keep your receipt to check that the correct amount is debited to your card account. At self-service machines, you may not receive a receipt.

If we have registered entries in your card account during the purchase period, we will send you a monthly billing statement specifying transactions and fees payable. We send the statement on the 19th of each month. The due date is the first business day of the month after the billing statement date.

You must check the statement thoroughly. If the information on the statement does not match that on your receipts or the statement contains suspicious transactions, you must contact us as soon as possible. See 5.1, 5.2 and 6 for more information on deadlines for revoking transactions.

As you do not present your card when making purchases online or by mail or telephone order, you should pay special attention to such transactions.

When you make such purchases, the merchant may generally not charge the amount to your card account until the goods have been sent. But if you book flight or concert tickets for example, the merchant may charge the amount to your card account at the time of booking.

#### Subscriptions

Termination of contractual services paid for by card, for example a subscription, requires that you comply with the merchant's conditions. If you get a new card or a new card number, you must inform the merchant of the new card number.

#### Charges to the card account

Purchases and cash withdrawals are usually charged to your card account on the day of purchase or withdrawal, but the actual date the transaction is charged to the account depends on when we receive the transaction.

#### 4 Duty to block the card

You must contact us immediately if

- you lose your card
- another person has found out your PIN
- you discover unauthorised use of your card
- you suspect that your card has been copied
- you suspect potential unauthorised use of the card.

YOU MUST CONTACT US ON TEL. +45 70 20 70 20 (OPEN 24 HOURS A DAY). WHEN YOU CALL, YOU MUST STATE NAME AND ADDRESS AND, IF POSSIBLE, CARD NUMBER AND ACCOUNT NUMBER OR CPR NUMBER.

We will subsequently send you written confirmation of the blocking, specifying the time when we received the request for blocking.

If you lose your card but find it again, you must contact us to find out what to do.

## 5 Revocation of authorised payments

Payments which you have authorised cannot be revoked except in the situations specified below.

### 5.1 If you did not know the final amount when you authorised the payment

If you did not know the final amount when you authorised the payment and the amount charged to your card account is considerably higher than you could reasonably expect, you may be entitled to revoke the payment. This may be the case if, for instance, you rented a car or stayed at a hotel and allowed the merchant to subsequently charge petrol or mini-bar purchases to the card account.

If you believe that you have the right to revoke a payment, you must contact us no later than eight weeks after the amount was charged to your card account.

Once we have received your objection, we will investigate the matter. Normally, we will credit the amount to your card account. If we find your

objection unjustified, we will debit the amount to your account.

If we find your objection unjustified, we are entitled to charge interest from the date the amount was credited to your card account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts (see the list of charges).

### 5.2 Online use etc.

If you have used your card to buy goods or services

- online
- by mail or telephone order
- in other situations in which you cannot present your card but must provide card data, for example the card number, to complete the transaction
- at self-service machines where your PIN is not required,

you may be entitled to revoke the payment if

- the merchant has charged a larger amount to your card account than agreed

- the ordered goods or services were not delivered
- you have exercised your statutory or agreed right of cancellation by not accepting or collecting the ordered goods or services.

Before contacting us, you should always try to settle the matter with the merchant that charged the amount. You must be able to document that you have contacted or tried to contact the merchant.

If you believe that you have the right to revoke a payment, you must contact us as soon as possible and, if possible, no later than two weeks after you discovered that you may have such right. When we assess whether we have been contacted in due time, we attach importance to your duty to regularly check entries in your card account (see 3).

Payments can also be revoked in a few other situations – contact us for more information.

Once we have received your objection, we will investigate the matter. Normally, we will credit

the amount to your card account. If we find your objection unjustified, we will debit the amount to your account.

If we find your objection unjustified, we are entitled to charge interest from the date the amount was credited to your card account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts (see the list of charges).

## 6 Revocation of unauthorised payments

If you believe that your card has been used for one or more unauthorised payments, you must contact us as soon as possible. When we assess whether we have been contacted in due time, we attach importance to your duty to regularly check entries in your card account (see 3). We must receive your objection within 13 months of the amount having been charged to your card account.

Once we have received your objection, we will investigate the matter. Normally, we will credit the amount to your card account. If we find your

objection unjustified, we will debit the amount to your account.

If our investigation shows that another person has used your card fraudulently, you will be liable in accordance with the rules specified in 7.

## 7 Your liability in case of unauthorised use

If your card and PIN have been subject to unauthorised use, you must cover losses up to DKK 1,100.

Your total liability is limited to DKK 1,100 if several of your cards for which you have a single PIN are used fraudulently in the same incident. It is a condition, however, that you block all cards with the same PIN issued by Danske Bank at the same time.

You must cover losses up to DKK 8,000 if we can prove that your PIN has been used and that

- you failed to notify us immediately after you discovered that your card was lost or that another person had found out your PIN, or

- you have given your PIN to the person who has used your card fraudulently, or
- you have made unauthorised use of your card possible through gross negligence.

You must also cover losses up to DKK 8,000 if your card has been read physically or electronically, your signature has been forged and we can prove that

- you failed to notify us as soon as possible after you or any person to whom you had given the card discovered that the card was lost, or
- you or any person to whom you had given the card made unauthorised use of the card possible through gross negligence.

Your total liability cannot exceed DKK 8,000 per card even if you are liable under both rules for losses up to DKK 8,000.

Your total liability is limited to DKK 8,000 if several of your cards for which you have a single PIN are used fraudulently in the same incident. It is a condition, however, that you block all cards

with the same PIN issued by Danske Bank at the same time.

You are liable for the full loss if we can prove that you disclosed your PIN to the person who used the card fraudulently and that you realised or ought to have realised that there was a risk of unauthorised use.

You are also liable for the full loss if you have committed fraud or have deliberately failed to protect your PIN or block your card. If you have several cards with a single PIN, the unlimited liability applies to each card used fraudulently.

You are not liable for losses arising after we have been asked to block your card(s).

You can read more about your liability in sections 62, 63 and 64 of the Payment Services Act (a copy of the sections is attached to these cardmember conditions).

## 8 Danske Bank's right to block cards

We are entitled to block your card if

- your card account is closed
- your card account is terminated, and notice of termination, if any, has expired
- you violate these cardmember conditions or there is an excess in your card account
- your card has been used fraudulently or you suspect unauthorised use by a third party.

In case of excess, we will send you a written reminder before we block your card. Immediate blocking may be necessary, however, if an excess is substantial and/or if you have repeatedly overdrawn your account.

We may also demand that all cards issued for the card account be returned.

When we block the card, we will send you a notice stating the reason for and time of the blocking.

## 9 Termination

You are entitled at any time to terminate your card account and any agreement on additional card(s) and pay the balance in the account.

We may terminate the card account at three months' notice. The notice period does not apply, however, in case of default or other cause of termination (see below). The notice of termination will be sent to your last address known to us.

If the card account is terminated, you will receive a proportionate reimbursement of any fees paid in advance for the card.

If you terminate the card agreement during the first six months, we may charge a termination fee (see the list of charges).

If you or Danske Bank terminates the agreement, you must return your card to us. If you return the card to us by mail, remember to cut it in halves.

Regardless of the above notice of termination, we may terminate the card agreement and demand immediate payment of the balance in the card account if

- you do not credit a payment to the card account on the due date under these cardmember conditions. This applies

irrespective of whether your card has an account limit or a credit limit and also if you exceed the agreed limit

- you fail to submit the information requested about your financial position
- you are subject to bankruptcy, restructuring or other insolvency proceedings; or start negotiations for rescheduling of debt or debt relief or a composition with creditors
- you are the subject of an execution or attachment order
- you die
- your American Express® Card is blocked because of failure to comply with these cardmember conditions.

### 10 Changes to cardmember conditions

We may change the cardmember conditions without giving notice if the change is to your advantage. Otherwise, changes are subject to three months' notice.

We will inform you of changes electronically or by letter.

When we change the conditions, you must inform us - before the changes take effect - if you do not want to be bound by the new conditions. If we do not hear from you, you will be bound by the new conditions.

If you inform us that you do not want to be bound by the new conditions, your card agreement will terminate when the new conditions take effect.

### 11 Danske Bank's liability

Danske Bank is liable for the tardy or defective performance of its contractual obligations resulting from error or negligence.

Even in areas of increased liability, Danske Bank is not liable for losses arising from

- breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether or not Danske Bank or a third-party supplier is responsible for the operation of these systems
- power failure or a breakdown of Danske Bank's telecommunications, legislative or

administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking)

- strikes, lockouts, boycotts or picketing, regardless of whether Danske Bank or its organisation is itself a party to or has started such conflict and regardless of its cause (this also applies if the conflict affects only part of Danske Bank)
- other circumstances beyond Danske Bank's control.

Danske Bank is not exempt from liability if

- Danske Bank ought to have foreseen the cause of the loss when the agreement was concluded or ought to have avoided or overcome the cause of the loss
- under Danish law, Danske Bank is liable for the cause of the loss under any circumstances.

You cannot use your card in Denmark if Danske Bank, American Express, PBS and/or the operational centres of these companies are involved in an industrial conflict. You will be

informed as soon as possible through the Danish daily press of the beginning and conclusion of such conflict.

You cannot expect to be able to use the card outside Denmark if one or more of Danske Bank's, American Express's or PBS's operational centres or one or more of PBS's international business partners are involved in an industrial conflict.

Danske Bank cannot be held liable if a merchant declines to accept the card as a means of payment.

## 12 Limits

An American Express® Card has one of the following types of limits:

- Account limit under which amounts debited to the card account are free of interest from the debit date to the due date.
- Credit limit under which amounts debited to the card account during the purchase period are free of interest until the first business day of the month following the billing statement

date. Interest is charged for the balance in the card account that relates to amounts debited to the account in previous purchase periods.

The account or credit limit is the maximum amount that can be debited to the card account. We may refuse to process payments that will bring the debit balance above these limits.

We fix the account or credit limit on the basis of an assessment of your financial position (see 15). You can see the limit on your billing statement.

### 12.1 Settlement

If you have an American Express® Card with an account limit, the balance in your card account is debited to your current account on the due date. If you have an American Express® Card with a credit limit, the agreed monthly payment in part settlement of the balance in the card account is debited to your current account on the due date (see 18). The due date is specified on your billing statement.

If your balance at any time exceeds the agreed limit, we are entitled to demand payment of the excess. We will notify you accordingly.

### 12.2 Your liability

As cardmember, you have unlimited liability for all card transactions. In case of unauthorised use by a third party, however, your liability is restricted by section 62 of the Payment Services Act (a copy of the section is attached to these cardmember conditions). You and any additional cardmember(s) have personal, unlimited, joint and several liability for any claims arising out of the issuance and use of any additional card(s).

## 13 Card expenses, fees, interest, etc.

The fees payable for the issuance and use of the card appear on the list of charges, which you receive together with these cardmember conditions.

The fees also appear in the tariff of charges available at all our branches.

We may lower fees without notice. We may raise fees that you pay on a regular basis at three months' notice if

- market conditions, such as competition in and outside Denmark, justify adjustment of one or more fees
- we decide to adjust our general fee structure and pricing policy in the ordinary course of our business, for example on the basis of earnings considerations or to use our resources or capacity in a more expedient manner.

If we introduce new fees (fees for services for which we have not previously charged a fee) in the ordinary course of our business, we will do so at six months' notice. New fees may be introduced, for instance on the basis of earnings considerations or to use our resources or capacity in a more expedient manner.

We will inform you of changes to fees and the introduction of new fees by letter or electronically, for instance in Danske eBanking or by e-mail. We will state the cause of the change or introduction.

### 13.1 Exchange rates

Purchases made outside Denmark are translated into Danish kroner and are always payable in Danish kroner. The translation is based on the exchange rates fixed by American Express at any time (see [www.pbs.dk/valutakurser](http://www.pbs.dk/valutakurser) - website available in Danish only) plus a variable margin fixed by Danske Bank (see the list of charges).

Exchange rates change continually and without notice. An exchange rate may change from the time you use your card until the amount is charged to your card account.

### 14 Changes to interest rates

The applicable rates for American Express® Card are available on request.

We may change our variable interest rates without notice if the change is to your advantage.

We may raise our variable lending rates without notice if

- changes in monetary or credit policies in or outside Denmark cause the general level of

interest rates to change in a way that affects Danske Bank

- other changes in the general level of interest rates, including developments in the money and bond markets, affect Danske Bank.

In these cases, we adjust interest rates because of external factors beyond our control, for instance when the Danish central bank changes its interest rates.

We may raise our variable lending rates at one month's notice if

- market conditions, such as competition in or outside Denmark, justify changes to one or more types of account
- we decide to adjust our general fee structure and pricing policy in the ordinary course of our business and independently of interest rate trends in general, for example on the basis of earnings considerations or to use our resources or capacity in a more expedient manner.

### 15 Credit assessment

We will assess your financial position before we issue an American Express® Card. We do not normally issue cards to persons listed in the Danish banking sector's register of persons who have committed cheque or card fraud or in the Danish register of bad debtors (RKI).

### 16 Use, storage and passing on of personal data

We use the information you provide about your name, address, telephone number and CPR number to issue and administer the card. The data is stored with us and American Express. We use other personal data you provide and credit rating information, if relevant, in our credit assessment before we issue the card. We use CPR numbers to obtain address information from the Danish Central Office of Civil Registration and to check registrations in the Danish banking sector's register of persons who have committed cheque or card fraud. We also use the information to block cards and ensure unique identification of cardmembers. We keep personal data on our files along with credit reports, if any,

for as long as you hold an American Express® Card issued by Danske Bank.

When you use your card, the card number, the total amount of the purchase or cash withdrawal and the date and place of use are recorded. The merchant passes on this information to us via PBS. The information is stored with the merchant, PBS, American Express and us, and is used for bookkeeping, on billing statements and for any subsequent correction of errors. The information is passed on to other parties only if required by law and/or legal actions arising out of the use of the card. The information is kept on file for the current year plus the following five years.

We exchange information with our business partners for the establishment and administration of additional benefits for American Express® Card cardmembers and for the handling of claims (see 1).

All reports to Danske Bank on theft, loss, disclosure or unauthorised use of your card or PIN are registered immediately in a global

system to ensure that merchants are notified through their terminals.

You can contact us at any time to see your data in our files. If the information proves incorrect, we will of course correct it immediately. At the same time, we will notify other information recipients of the correction.

If you wish to complain about Danske Bank's use of your personal data, you must contact

American Express Card Services  
 Danske Bank A/S  
 Holmens Kanal 2-12  
 DK-1092 København K

or

The Danish Data Protection Agency  
 (Datatilsynet)  
 Borgergade 28, 5. sal  
 DK-1300 København K  
 E-mail: dt@datatilsynet.dk

### 16.1 Registration on list of blocked cards

Once you have notified us that you have lost your card or that another person has found out your PIN, your card will be registered on a list of blocked cards and blocked through American Express's international authorisation system. Likewise, your card will be registered on this list and blocked if we suspect unauthorised use.

### 17 Information about commission

Please note that Danske Bank receives commission when you use your card at merchants.

### 18 Special terms for American Express card accounts with credit limits

If you and Danske Bank have agreed on a credit limit for your card account and monthly payment in part settlement of the account balance, the following additional terms will apply:

We will send you confirmation of the credit limit, which is the limit for the total amount debited to your card account. The application form, the

cardmember conditions and the letter of confirmation form the contractual basis for the agreement.

#### 18.1 Settlement

The agreed monthly payment in part settlement of the balance in your card account will be stated on your billing statement and charged to your current account on the due date. You may always pay an amount larger than the agreed monthly payment in part settlement of your balance, but the amount may not exceed the balance in your card account. Any credit balance in the card account does not bear interest. If your balance at any time exceeds the credit limit, we are entitled to demand immediate payment of the excess. Alternatively, we may invoke breach of contract (see 9), which means that the balance in your card account will fall due for payment in full. We will notify you if we decide to invoke breach of contract and demand payment in full.

#### 18.2 Interest and excess interest

If you have opted for monthly payment in part settlement of your balance (a credit limit), interest is charged to the balance in your card

account subject to interest charging at the rate fixed by Danske Bank (see the list of charges and your statement).

#### 18.3 Term of agreement

The credit limit will apply until further notice. See 9 for termination of the card account.

#### 18.4 Credit costs

In accordance with the Credit Agreement Act, Danske Bank must state the total amounts to be paid at various levels of utilisation of the credit limit. The amounts must be stated as the sum of the balance in the card account and credit costs. Danske Bank must also state the annual percentage rates. The list of charges contains an example of an annual percentage rate. The letter of confirmation includes a specification of the credit costs and the annual percentage rates.

### 19 New copies of cardmember conditions

If you need a new copy of these cardmember conditions, please contact your branch.

## 20 Contact

Contact address:

American Express Card Services  
 Danske Bank A/S  
 Holmens Kanal 2-12  
 DK-1092 København K

You can call Customer Service Monday to Friday during office hours on tel. +45 70 20 70 97. If you want to block your card, you can call this number 24 hours a day. Outside Denmark, you must contact the local American Express office.

## 21 Complaints

You should always contact your branch in case of a disagreement on your business relationship with us to make sure that such disagreement is not based on a misunderstanding. Alternatively, you can call us on tel. +45 33 44 00 00 (open seven days a week).

If you still disagree or are not satisfied with the outcome of your complaint, you may contact

Danske Bank's Legal department, which is in charge of handling customer complaints. The address is

Danske Bank  
 Legal department  
 Holmens Kanal 2-12  
 DK-1092 København K

If you are dissatisfied with the outcome, you may submit a complaint to

The Danish Complaint Board of Banking Services  
*(Pengeinstitutankenævnet)*  
 Amaliegade 8B, 2.  
 1029 København K  
 Tel. +45 35 43 63 33  
[www.pengeinstitutankenaevnet.dk](http://www.pengeinstitutankenaevnet.dk)

or

The Danish Consumer Ombudsman  
 The National Consumer Agency of Denmark  
 Amagerfælledvej 56  
 DK-2300 København S

Latest update: March 2011.

## Excerpts from the Payment Services Act

### Rules on liability

**62.-(1)** The payer's provider is liable to the payer for any loss incurred due to the unauthorised use by any third party of a payment instrument unless otherwise provided in (2)-(6) hereof. The payer is only liable under (2)-(6) hereof if the transaction was accurately recorded and entered in the accounts. In case of unauthorised use of a payment instrument, the payer's provider shall immediately reimburse the payer with the amount. However, the payer is liable without limitation with respect to any loss incurred due to the payer acting fraudulently or with intent failing to fulfil his obligations under section 59.

(2) Except where more extensive liability follows from (3) or (6) hereof, the payer is liable for an amount up to DKK 1,100 for any loss incurred due to the unauthorised use by a third party of the payment instrument where the payment instrument's personalised security feature was used.

(3) Except where more extensive liability follows from (6) hereof, the payer is liable for an amount up to DKK 8,000 for any loss incurred due to the unauthorised use by a third party of the payment instrument provided that the payer's provider proves that the payment instrument's personalised security feature was used, and

(i) that the payer failed to notify the payer's provider without undue delay on becoming aware of the loss of the payment instrument, or of the personalised security feature having come to the knowledge of the unauthorised person;

(ii) that the payer passed the personalised security feature on to the person making the unauthorised use without this falling within the scope of (6) hereof; or

(iii) that the payer facilitated the unauthorised use by gross recklessness.

(4) The payer is liable for an amount up to DKK 8,000 for any loss incurred due to the unauthorised use by a third party of the payment instrument where the payment instrument was read physically or electronically and the unauthorised person in connection therewith

used a false signature, and the payer's provider proves

(i) that the payer or a person to whom the payer entrusted the payment instrument failed to notify the payer's provider without undue delay on becoming aware of the loss of the payment instrument; or

(ii) that the payer or a person to whom the payer entrusted the payment instrument facilitated the unauthorised use by gross recklessness.

(5) Where the payer is liable under (3) and (4) hereof, the payer's total liability cannot exceed DKK 8,000.

(6) The payer is liable without limitation with respect to any loss incurred due to the unauthorised use by a third party of the payment instrument where the payment instrument's personalised security feature was used and the payer's provider proves that the payer disclosed the personalised security feature to the person making the unauthorised use, and that the circumstances were such that the payer knew or ought to have known that there was a risk of abuse.

(7) Notwithstanding the provisions of (2)-(6) hereof, the payer's provider is liable for any unauthorised use after the provider was notified that the payment instrument had been lost, that the personalised security feature had come to the knowledge of an unauthorised person, or that the payer required the payment instrument to be blocked for any other reason.

(8) Notwithstanding the provisions of (2)-(6) hereof, the payer's provider is liable for any unauthorised use if the provider did not provide appropriate means, cf. section 60(1)(ii).

(9) Moreover, notwithstanding the provisions of (2)-(6) hereof, the payer's provider is liable if the payee knew or ought to know that the use of the payment instrument was unauthorised.

(10) It may be agreed that (1)-(6) hereof shall not apply to micro-payment instruments used anonymously, or where the nature of the micro-payment instrument makes the payer's provider unable to prove that the payment transaction was authorised. It may furthermore be agreed that (7) and (8) hereof shall not apply to micro-payment instruments where the nature of the payment instrument makes it impossible to block its use.

(11) The provisions of (1)-(6) hereof apply to e-money except where the payer's provider of e-money is unable to block the payment account or the payment instrument.

**63.** Contestations concerning unauthorised or incorrectly executed payment transactions must be received by the provider as soon as possible and not later than 13 months after the debit date of the relevant payment transaction. Contestations from the payee must be received within 13 months of the credit date. Where the provider has not provided information or made information available under Part 5, the deadline is calculated from the date on which the provider provided information or made information available.

**64.-[1]** The provider has the burden of proof with respect to a payment transaction being accurately recorded and entered in the accounts and not affected by a technical breakdown or some other deficiency. In connection with the use of a payment instrument, the provider furthermore has to prove that the payment instrument's personalised security feature was used in connection with the payment transaction.

The recorded use of a payment instrument is not in itself proof that the payer authorised the transaction, that the payer acted fraudulently or failed to fulfil his obligations, cf. section 59.

(2) It may be agreed that (1) hereof shall not apply to micro-payment instruments used anonymously, or where the nature of the payment instrument makes the provider unable to prove that the payment transaction was authorised.