

CARD CONDITIONS

E-DANKORT

Below we set out the conditions that apply to eDankort cards.

The list of charges for Dankort cards also applies to eDankort cards.

1 eDankort card conditions

These conditions apply to the use of eDankort cards and are a supplement to Danske Bank's terms and conditions for Danske eBanking.

2 Use

To be able to make eDankort payments, you must

- have a Danske eBanking agreement
- register for eDankort payments in Danske eBanking
- hold an account with Danske Bank and have a Dankort or Visa/Dankort ("Dankort") card.

eDankort is a payment function in Danske eBanking for a Dankort card account.

You make eDankort payments by using your user ID and personal password for Danske eBanking.

You may use the eDankort feature to buy goods and services online. Unless otherwise agreed, purchases may not exceed the current balance in your account. In addition, transactions in your accounts are subject to the rules that apply to the individual accounts and your Danske eBanking agreement.

eDankort logos on websites tell you whether merchants accept eDankort payments.

3 Online purchases

To make eDankort payments, you must choose the eDankort payment method on a merchant's website. When you make an eDankort payment, you must state the name of your online banking solution. You are then taken to Danske eBanking, which will load when you have entered your user ID and personal password. You authorise payments by entering your user ID and personal password. If you can

make eDankort payments from different accounts, you must choose the account that you want to use as a debit account. Generally, you cannot revoke transactions already authorised (see 10 for exceptions).

When you have made an online purchase, you will receive an electronic receipt from the merchant stating details such as the name of the merchant, the amount and the date. Make sure that the amount on the receipt matches the amount of the purchase. The amount will generally not be debited to your account until the merchant has provided the goods or services. You should keep the receipt until you have verified the entries in your account.

4 Protection of your user ID and password

Your user ID and personal password may be used only by you and may not be disclosed to anybody else.

You should memorise your personal password. Do not reveal your password to anyone by any means. If you are unable to memorise your

password or want to keep evidence of it, you must store it in a safe place.

Do not keep your personal password with your user ID or PC.

5 Limitations to use

We are not obliged to carry out payment transactions for which there are insufficient funds in your account or which cannot be executed because of inadequate payment details or a blocked account, Danske eBanking agreement or Dankort card. We are also not obliged to carry out payment transactions if you die, suspend payments, are the subject of bankruptcy proceedings, open negotiations for debt relief or compulsory composition, or submit a request for voluntary composition.

You can make eDankort payments only when Danske eBanking is open.

6 Blocking

You must contact us immediately to have your eDankort card blocked if

- another person finds out your personal password
- you discover unauthorised use of your eDankort card
- you suspect potential unauthorised use of your eDankort card.

We will block your eDankort and Dankort cards and your Danske eBanking agreement when we have received your request.

Contact us on tel. +45 70 20 70 20 (open 24 hours a day). When you call, state your name, address and, if possible, your user ID, account number or CPR number.

Your eDankort card will also be blocked if we block

- your Danske eBanking account(s)
- your access to Danske eBanking
- your Dankort card for the account.

We are entitled to block your eDankort card if you violate these card conditions, or there is an excess in the account or one of the accounts to which eDankort payments are debited. In case of an 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.

When we have blocked your eDankort card, we will send you a letter stating the reason for and the time of the blocking.

7 Your liability in case of unauthorised use

In case of unauthorised use of your eDankort card by another person, we will cover your loss unless the loss is subject to one of the provisions below.

If your eDankort card and personal password have been subject to unauthorised use by another person, you must cover losses up to DKK 1,100.

You must cover losses up to DKK 8,000 if your eDankort card and personal password have been used and

- you failed to notify us as soon as possible after you discovered that another person had found out your personal password, or
- you disclosed your personal password to the person having fraudulently used your card, while you did not and could not be expected to realise that there was a risk of unauthorised use, or
- you made unauthorised use of your card possible through gross negligence.

You are liable for the full loss if your eDankort card and personal password have been used fraudulently in the following circumstances:

- You disclosed your personal password to the person having fraudulently used your card, and you realised or were expected to realise 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

fulfil your obligations to protect your personal password (see 4) or block your card (see 6).

You are not liable for losses arising after we have been asked to block your eDankort card. Moreover, you are not liable for losses if you are unable to block your card because of conditions for which we are responsible.

8 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.

8.1 Industrial conflicts

You cannot use your card in Denmark if Danske Bank and/or our operational centres 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.

8.2 Defective goods or services

Danske Bank is not liable for defective goods or services provided by a merchant. Complaints about defective goods or services provided must be made to the merchant.

9 Account entries

You must regularly check the entries in your account. If the entries do not match the information on your receipts or your account shows suspicious transactions, you must contact us as soon as possible. See 10 and 11 for more information on deadlines for revoking transactions.

Merchants may generally not charge online purchases or purchases by mail or telephone order to your 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 account at the time of booking.

10 Revocation of authorised payments

If you have used your eDankort card to buy goods or services, you may be entitled to revoke the payment if

- the merchant has charged a larger amount to your account than agreed
- the ordered goods or services have not been delivered
- you have exercised your statutory or agreed right of cancellation by not accepting or collecting the goods or services ordered.

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

You must submit your objection to us as soon as you become aware that one or more amounts have been fraudulently debited to your account. You must contact us no later than two weeks after you discovered that you may have such right. When we assess whether you have contacted us in due time, we attach

importance to your duty to regularly check entries in your account (see 9).

We will subsequently investigate the matter. Normally, we will deposit the amount in your account. If we find your objection unjustified, we will withdraw the amount from your account.

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

11 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 you have contacted us in due time, we attach importance to your duty to regularly check entries in your account (see 9). We must receive your objection within 13 months of the individual amount having been

charged to your account. We will subsequently investigate the matter. Normally, we will deposit the amount in your account. If we find your objection unjustified, we will withdraw the amount from your account.

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

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

12 Changes to conditions

We may change these conditions at two months' notice. We will notify you of changes by letter or electronically. You must inform us of any changes in your postal and/or e-mail address. If you fail to do so, you cannot hold us

responsible for not having notified you of changes to these conditions.

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, the agreement will terminate when the new conditions take effect. If you have paid a full year's fee in advance for the card, you will receive a proportionate reimbursement of the fee.

13 Fees

The list of charges states the fees for having and using an eDankort card.

14 Use, storage and passing on of customer data and information about purchases

When you make an eDankort payment, your account number and user ID, the total amount,

the date and place of the transaction as well as the card number and expiry date of the Dankort card for your account are recorded. Your user ID and account number and the expiry date of the Dankort card for your account are not revealed to the merchant. We use the information for bookkeeping purposes, account statements and subsequent correction of errors, if any.

Information is passed on to others only if required by Danish law or if it is needed for legal actions arising out of the use of the eDankort card. The information is kept on file for the current year plus the following five years.

15 Register of persons having committed cheque or card fraud

If we have to block your eDankort card because of an excess in the account or one of the accounts used for eDankort payments, your CPR number may be included in the banking sector's register of persons having committed cheque or card fraud for a period of two years

beginning from the time of registration. During this period, you cannot open new cheque, card or eDankort accounts with Danish banks.

16 Termination

We may terminate the agreement at two months' notice. If your agreement is terminated, you will receive a proportionate reimbursement of any fees paid in advance for the card.

You may terminate the agreement at one month's notice. If you terminate the agreement during the first six months, we may charge a termination fee.

Your eDankort agreement will terminate if

- your Danske eBanking agreement terminates
- the Dankort card account(s) is/are closed
- you no longer have a Dankort card.

17 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*)
Østerbrogade 62, 4. sal
DK-2100 København Ø
Tel. +45 35 43 63 33
www.pengeinstitutankenævnet.dk

or

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

If you want to complain because your card has been blocked, you must contact your branch. If you are dissatisfied with the outcome, you may submit a complaint to

The Danish Data Protection Agency
(*Datatilsynet*)
Borgergade 28, 5. sal
DK-1300 København K

18 New copies of card conditions

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

Latest update: August 2009. Effective from 1 November 2009.

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.