

# CARD CONDITIONS

## DANKORT

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

### 1 Dankort card conditions

These conditions apply to the use of Dankort cards. Page 9 lists definitions of terms used.

### 2 Use

#### 2.1 Cash withdrawals

You may use your Dankort card to withdraw cash from ATMs in Denmark. You may also use your card to withdraw cash at Danske Bank's branches and at most other banks in Denmark.

Dankort card fees are stated in the list of charges.

#### 2.2 Purchases

You may use your Dankort card to pay for goods and services provided by merchants accepting the Dankort card.

Dankort logos at merchants or on websites tell you whether merchants accept the Dankort card.

You may use your card to make online purchases. You may also use your card to make purchases by mail or telephone order and to make payments at self-service machines.

A merchant can make a refund into your card account through your card.

You may not use your card for illegal purposes, including purchases of goods or services considered illegal under local legislation.

#### 2.3 Account transfers via Danske Bank ATMs

You may use your card to make transfers via our ATMs to Danske Bank accounts and to accounts held with other banks in Denmark.

#### 2.4 Charges to your card account

Purchases and cash withdrawals are generally charged to your account on the day of purchase or withdrawal, but the actual date the

transaction is charged to your account depends on when we receive the transaction.

#### 2.5 Spending limit

Unless otherwise agreed, purchases and cash withdrawals may not exceed the current balance in your account. Your Dankort card is subject to a limit on daily cash withdrawals. The list of charges specifies this limit.

In addition, merchants may set their own purchase limits, while banks may set their own limits on cash withdrawals. You may have to pay a fee every time you withdraw cash regardless of the amount withdrawn.

#### 2.6 Gambling and lottery

When you use your Dankort card at outlets providing gambling and betting services – that is, when you use your card at casinos, for buying lottery tickets, on race courses, etc. – it may be subject to a daily spending limit. The list of charges specifies this limit.

### 3 Protection of your card and PIN

#### Card

Your card is personal and may be used only by you. Upon receipt of the card, you must sign the signature field on the back of the card. You may not hand over or give the card to other persons.

#### PIN

Your PIN is personal and may be used only by you. You will automatically receive a PIN for your card. You must contact us immediately if the letter containing your PIN has been opened or is not intact.

Memorise your PIN and subsequently destroy the letter. Do not keep your PIN with your card or write it on your card. Do not reveal your PIN to anyone by any means.

If you are unable to memorise your PIN or want to keep evidence of it, you must store it in a safe place. If you need to write down your PIN, use the PIN memoriser that you have received from us or get one from our branches.

#### Authorisation to use your account

If you want another person to be able to use your account for card transactions, this person must have his or her own personal card and PIN. The cardholder is subject to the same conditions as those you must observe.

If you want to cancel the cardholder's access to your account, he or she must return the card to us, and you must cancel the authorisation in writing.

#### 4 Card use

Before you authorise a payment or cash withdrawal, you must always check that the amount is correct (look at the terminal or the receipt, for example). Generally, you cannot revoke transactions already authorised (see 6 and 7 for exceptions).

You can use your card in the following ways:

- By using the chip or magnetic strip and PIN
- By using the chip or magnetic strip and signature

- By using the card number, expiry date and card validation code (relevant, for instance, for online transactions)
- By using the chip or magnetic strip but not the 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 (a service tip, for example), you must ask for a receipt for the full amount.

**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 state 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. You accept transactions by inserting your card into the machine or by pressing the OK button.

**4.1 Receipts**

You should always get a receipt for a payment or a 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 withdrawn from your account (see 5). At self-service machines, you may not get a receipt.

**4.2 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.

**5 Account entries**

You must regularly check the entries in your account. If you discover entries that do not match the information on your receipts or that you do not believe you have made, you must contact us as soon as possible. See 6 and 7 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.

**6 Revocation of authorised payments**

**6.1 If you did not know the final amount when you authorised a payment**

If you did not know the final amount when you authorised a payment and the amount charged to your account is considerably higher than you could reasonably expect, you may be entitled to revoke the payment.

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

**6.2 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 (the card number, for example) 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 goods or services ordered 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 5).

We will subsequently investigate the matter. Normally, we will deposit the amount in your card 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).

### **7 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 5). We must receive your objection within 13 months of the amount having been charged to your account.

We will subsequently investigate the matter. Normally, we will deposit the amount in your card 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 9.

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).

## 8 Duty to block your card

You must contact us as soon as possible to have your card blocked if

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

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

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

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

## 9 Your liability in case of unauthorised use

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

Your total liability is limited to DKK 1,100 if two or more 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 issued by Danske Bank at the same time.

You must cover losses up to DKK 8,000 if your card has been subject to unauthorised use by another person and your PIN has been entered, and

- 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 disclosed your PIN 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 must cover losses up to DKK 8,000 if your card has been subject to unauthorised use by another person through physical or electronic reading and your signature has been forged by this person, and

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

Your total liability cannot exceed DKK 8,000 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 two or more of your cards for which you have a single PIN have been 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 your PIN has been entered in connection with the unauthorised use of your card in the following circumstances:

- You disclosed your PIN 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 PIN (see 4) or block your card (see 8). If you have two or more 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. Moreover, you are not liable for losses if you are unable to block your card because of conditions for which we are responsible.

## 10 Danske Bank's rights and liability

### 10.1 Danske Bank's right to block cards

We are entitled to block your card if

- your card account is closed
- you violate these card 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 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.

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

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

### 10.2 Card replacement

We are entitled to replace your card at any time.

### 10.3 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.

#### 10.4 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.

#### 10.5 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.

#### 11 Expiry

You may use your card until the expiry date stated on the card. On expiry, your card will be invalid. You will receive a new card before your existing card expires. We may also inform you that you can pick up your new card at one of our branches.

#### 12 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 (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.

#### 13 Changes to card conditions

We may change these card conditions and the list of charges 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 card 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.

## 14 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](http://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

## 15 New copies of card conditions

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

## 16 Fees

We may charge an annual card fee payable in advance. The annual card fee, transaction fees and any account fees, fees for account statements and card replacement, and fees for copies of receipts, etc., are stated in the list of charges.

### 16.1 Transaction fees

When you use your card, both we and the merchant may charge a fee. Danish merchants charging a transaction fee must inform you of this fee before the transaction is executed.

## 17 Credit assessment

We will assess your financial position before issuing a Dankort card to you. We are under an obligation to refuse to issue cards to persons listed in the Danish banking sector's register of

persons having committed cheque or card fraud.

**18 Use, storage and passing on of data**

**18.1 Information about purchases and cash withdrawals**

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. The information is stored by the merchant, the merchant's bank/PBS and Danske Bank and is used for bookkeeping, in account statements and for any subsequent error correction.

Information is passed on to other parties only if required by law or for the purpose of preventing unauthorised use of the card. The information is kept on file for the current year plus the following five years.

**18.2 Register of persons having committed cheque or card fraud**

If we close your account because of an excess in the account, your CPR number may be entered in the Danish banking sector's register of persons having committed cheque or card fraud for a period of two years beginning from the time of registration. A person having fraudulently used a corporate account may also be registered if the person exercises financial control over the business in question.

**19 Registration of blocked cards**

If your card is blocked (see 8 and 10), your card number will be included in the Danish banking sector's register of blocked Dankort cards. The joint register is available to banks and merchants accepting the Dankort card and allows them to check whether cards used for payment transactions are blocked.

**20 Definitions**

**Business day:** Business days are all days except Saturdays, Sundays, public holidays,

Friday after Ascension Day, 5 June, 24 December and 31 December.

**List of charges:** Our current list of charges etc. is available from our branches.

**Merchant:** All shops, hotels, restaurants or other outlets accepting the Dankort card.

**PBS:** PBS A/S is the company in charge of operating the Dankort system on behalf of the Danish banks.

**PIN:** A four-digit personal identification number for your card.

**Receipt:** A statement on paper or in electronic form specifying the details of a payment for goods or services provided.

**Single PIN:** A four-digit personal identification number for two or more cards.

**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.