

# Card conditions for Mastercard Direct

Applicable from 1 April 2024

Mastercard Direct is issued to private individuals.

## Definitions

**Business day:** A business day is a weekday. Saturdays, Sundays, public holidays, Friday after Ascension Day, 5 June, 24 December and 31 December are not business days.

**Payee:** An entity that accepts card payments for goods or services provided, a shop for example.

**One-time password:** A password that you receive by text message to the registered mobile phone. You must use the password for online purchases at shops using the Mastercard ID Check solution.

**Contactless payment:** This function allows you to make payments in shops without inserting your card in a card terminal.

Simply hold the card within 0-3 centimetres of the contactless payment symbol on the card terminal to make a payment.

**Receipt:** A statement on paper or in digital form specifying the details of a payment.

**Mastercard Direct:** An international payment card with a built-in balance control function that prevents you from withdrawing or spending more than the balance in the account linked to the card. The card is issued and administered by

Danske Bank A/S  
Bernstorffsgade 40  
DK-1577 Copenhagen V  
Tel. +45 70 12 34 56.

**Nets:** Nets Denmark A/S, which is a service provider in connection with Mastercard issuance for Danske Bank in Denmark.

**PIN:** A four-digit personal identification number for your card. It is possible to use the same PIN for several cards issued by Danske Bank.

**Mastercard ID Check:** Mastercard Identity Check is a security system in place to protect customer data in online transactions.

**MitID:** MitID is a digital signature.

**List of charges:** A list of charges etc. applicable at any time. See [www.danskebank.dk/priser](http://www.danskebank.dk/priser) (available in Danish only).

**Transaction:** A payment or cash withdrawal made using the card at, for instance, a payee or an ATM.

## 1 Issuance and use of the card

Danske Bank may issue a Mastercard Direct card for your account on the basis of an individual credit assessment.

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

To reduce the risk of fraudulent use of your card information, your Mastercard is protected by automatic geoblocking. When you travel, the card is automatically activated for use when you use it together with the chip and your PIN. Read more at [danskebank.dk/geoblocking](https://danskebank.dk/geoblocking).

You or your parents can change the settings temporarily under Card security in Danske eBanking or Danske Mobile Banking. You can also block and unblock use of the card for online payments in Danske eBanking and Danske Mobile Banking.

If we have your mobile phone number, you will receive a text message if a purchase is rejected because an attempt is made to use the card in an area in which the card is not activated.

Remember to check your card's security settings before travelling to a country where use of the chip and PIN may not be widespread.

For security reasons, Danske Bank can also change the security settings for your card. If this happens, you will be notified by email or letter at least two weeks before the changes take effect.

### Danske Bank's rights in case of unauthorised use

We are entitled to reject payments to payees if we suspect that there is a risk of unauthorised use. This could be payments to a website or a company (payee) which you have not authorised, or a situation where you subscribe to a product or service, and after several months, you realise that several amounts not authorised by you are automatically charged to your card.

#### 1.1 Purchases

You may use your card in Denmark and abroad to pay for goods and services provided by payees that accept Mastercard Direct cards, including online payees.

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

A payee may lay down rules limiting the use of the card. Danske Bank cannot be held liable if a payee declines to accept the card as a means of payment.

Danske Bank is not liable for any defective goods or services sold/provided by a payee.

You may not use your card for any illegal purposes, including the purchase of illegal goods or services.

### Contactless payment

Contactless payment can be used in all card terminals bearing the contactless symbol:



For security reasons, there is a limit to each payment transaction made without entering your PIN, currently DKK 350.

Danske Bank may change that amount. You will not be notified of changes unless the amount is increased or reduced by more than 50% within a calendar year. Information about the current limit is always available at [www.danskebank.dk](https://www.danskebank.dk) [in the 'Tariff of charges' section].

If the amount of the transaction exceeds the current limit, you will be asked to authorise the payment by entering your PIN.

For security reasons, you will occasionally be asked to use the chip on your card and enter your PIN, even if the amount of the transaction does not exceed the applicable limit for contactless payments.

You can easily see which transactions were made using the contactless payment function because they are marked with the contactless payment symbol in your account.

### 1.2 Cash withdrawals

You can use the card in Denmark and abroad to withdraw cash

- at cashier's desks in Danske Bank branches
- at Danske Bank ATMs (Danske Bank may, however, fix a maximum withdrawal limit)
- at other banks or cash withdrawal points affiliated with the Mastercard system
- when you shop in selected shops

When using the card at Danske Bank ATMs bearing the Mastercard logo, you can withdraw a maximum of DKK 6,000 outside Danske Bank's opening hours and a maximum of DKK 15,000 a day during Danske Bank's opening hours.

At other ATMs in Denmark and abroad bearing the Mastercard logo, you can withdraw a maximum of DKK 6,000 a day. Local withdrawal limits may apply. Consequently, several minimum fees may be payable for the withdrawal of the desired amount.

When you use the card to make a cash withdrawal in connection with a purchase, you can withdraw a maximum of DKK 1,000 per purchase.

The maximum purchase on the card is DKK 30,000 a day.

### 1.3 Purchases and cash withdrawals

When you use your card to make a purchase or cash withdrawal and we have received the transaction data, the amount will no longer be available in your account.

The amount is debited to your account once Danske Bank has received the payment demand from the payee. If you use your card to withdraw cash at Danske Bank ATMs and branches in Denmark, the amount is debited to your account immediately.

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

You cannot spend more than the balance in your account. As a result, Danske Bank may reject payment requests if there are insufficient funds in the account.

When you make a payment or cash withdrawal in foreign currency, Danske Bank converts the amount into Danish kroner (see the list of charges).

### 1.4 Approval of 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.

### 1.5 Industrial conflicts

You cannot use your card in Denmark if Danske Bank, Nets 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 or Nets' operational centres and/or one or more of Nets' international business partners are involved in an industrial conflict.

You are still able to use your card in Denmark in the event of industrial conflicts outside Denmark.

## 2 Delivery and use of the card

### 2.1 Safekeeping of card and PIN

We send your card by physical post to the address that we have registered as your home address. To start using the card, you must activate it first. Just follow the instructions given in the letter. The card will automatically be activated the first time you use it with the chip and the PIN in a shop or at an ATM.

You find your PIN in Danske Mobile Banking. If you have not been logged on to Danske Mobile Banking in the past 3 months, we will send you a letter with your PIN, unless you have decided to use the PIN of one of your other personal cards with Danske Bank.

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

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

## 2.2 Mastercard ID Check

Mastercard ID Check provides additional protection of your data in connection with online transactions.

For Mastercard ID Check you use your bank MitID with the MitID code app to authenticate online purchases or enter a code that you receive by text message and a personal code that you have chosen.

If you cannot use Mastercard ID Check, you will not normally be able to make online purchases.

### 2.2.1 How to register

You do not need to register to use your MitID with the MitID code app for Mastercard ID Check.

Your mobile phone number will automatically be registered with Mastercard ID Check by Danske Bank when you provide Danske Bank with your mobile phone

number. You can create your personal code at [www.danskebank.dk/managecards](http://www.danskebank.dk/managecards).

### 2.2.2 Changes to mobile phone number

You can change/deregister your mobile phone number by updating your contact details in Danske eBanking or Danske Mobile Banking.

You can change your personal code at [www.danskebank.dk/managecards](http://www.danskebank.dk/managecards).

### 2.2.3 Special conditions for the registered mobile phone and your personal code

Your mobile phone is part of the security solution provided by Mastercard ID Check. Consequently, you must ensure that no one else has or may gain access to both your card and your mobile phone. If you lose your mobile phone, you must change/deregister your mobile phone number as quickly as possible. If you also lose your card, you must block it (see 2.7).

You must treat your personal code in the same way as your PIN (see 2.1).

## 2.3 Use of the card

You are the only person who may use your card and PIN. If you want to authorise another person to make withdrawals from your account using a card, this person must have his or her own card and his or her own PIN. This person's use of the card is subject to the same conditions that apply to you.

If you no longer want the person to be able to make withdrawals from your account, he or she must return the card to Danske Bank, and you must cancel the authorisation in writing.

Before you authorise a payment or cash withdrawal, you must always check that the amount is correct. You cannot revoke transactions already authorised (see 2.9 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 your PIN at self-service machines
- By using the contactless function

## 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
- if the amount is incorrect.

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

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

When using the card to hire a car or pay for hotel accommodation for example, you will often be asked to sign a receipt that allows the car hire company or hotel to subsequently debit additional amounts. In such case, you must keep in mind that signing a receipt may allow the car hire company or the hotel to debit additional amounts to your account (see 2.9.1).

#### **Online use etc.**

To make purchases online or 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.

In addition, when making online purchases, you must normally use Mastercard ID Check.

Never disclose your PIN in any of the above transactions.

#### **Self-service machines**

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

#### **2.4 Receipts**

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 (see 2.8). At self-service machines, you may not get a receipt.

#### **2.5 Payment for recurring services**

Termination of contractual services paid for by card, for example a subscription, requires that you comply with the terms and conditions laid down by the payee.

Automatic card updating is a free service whereby your payment card details are automatically updated across a number of apps, webshops and subscriptions when you get a new card. This means that businesses with which you have registered your card details can obtain the new card details if they are not able to process the payment using the old card. If you no longer want your card details to be registered with a shop, you must remove the card details from your account with the shop in question.

If you do not want a regular payment to continue, you have to terminate the agreement with the relevant business.

The individual business decides whether it wants to register for automatic card updating with their payment solution provider. You may therefore still have to update your card details yourself with certain businesses. You will normally receive notification from the apps, etc. in which your card details are not updated.

#### **2.6 Charges to your account**

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

#### **2.7 Duty to block your 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 can block your card directly in Danske Mobile Banking and Danske eBanking. You can also call us on tel. +45 70 20 70 20. The line is open 24 hours a day. Once we have been notified that the card has been lost or that another person knows the PIN, the card is registered on a list of blocked cards and is blocked through Mastercard's international authorisation system. The card is also included on this list and blocked if we suspect unauthorised use.

We subsequently send you written confirmation of the blocking.

If you have lost your card, but recover it, you can unblock your card in two ways, depending on how you blocked it:

- If you blocked your card via Danske Mobile Banking or Danske eBanking, you can usually unblock it in Danske Mobile Banking or Danske eBanking
- If you have called us on tel. +45 70 20 70 20 to have your card blocked and you subsequently recover it, you must call us again to have your card unblocked

## 2.8 Checking account entries

You must regularly check the entries in your account. 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 2.9 and 2.10 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 purchases. This also applies to purchases made using the card's contactless function which are marked with the contactless payment symbol (see page 1).

## 2.9 Revocation of authorised payments

Payments which you have authorised cannot be revoked.

Under certain circumstances, however, you may revoke a payment (see below).

### 2.9.1 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 payee 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 dispute, we will investigate the matter. Normally, we will credit the amount to the card account. If we subsequently find your dispute unjustified, we will debit the amount to the account.

If we find your dispute 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).

### 2.9.2 Online purchases, mail and telephone orders, 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 payee 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 payee that charged the amount. You must be able to document that you have contacted or tried to contact the payee.

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 account (see 2.8).

You may revoke payments made in a number of different situations if the payment was made online, or by mail or telephone order – please contact us for more

information. For more information, visit [www.danskebank.dk/indsigelse](http://www.danskebank.dk/indsigelse) or contact us.

Once we have received your dispute, we will investigate the matter. Normally, we will credit the amount to your card account. If we subsequently find your dispute unjustified, we will debit the amount to the account.

If we find your dispute 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).

### 2.10 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 account (see 2.8). We must receive the dispute within 13 months of the amount having been charged to your card account.

Once we have received your dispute, we will investigate the matter. Normally, we will credit the amount to the card account. If we subsequently find your dispute unjustified, we will debit the amount to the account.

If we find your dispute 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).

If our investigation shows that another person has used your card fraudulently, you will be liable in accordance with the rules specified in 2.11.

#### 2.11 Your liability in case of unauthorised use

You must keep your card safe. Do not keep your PIN with your card, and do not give others access to your card and/or PIN. You can read more about this in 2.1 to 2.3. If you are under the age of 18, your liability will be determined in accordance with the rules of the Danish Guardianship Act, the rules on minors' and legally incompetent parties' liability and the rules of the Danish Payments Act, which are specified below.

If you are over the age of 18, the following applies: If your card and PIN have been subject to unauthorised use, you must cover losses up to DKK 375.

Your total liability is limited to DKK 375 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 at the same time. This applies to cards issued by Danske Bank.

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 gave your PIN to the person who has used your card fraudulently
- 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 digitally, 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. Your 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 at the same time. This applies to cards issued by Danske Bank.

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 fulfil your obligations under the rules. These obligations include keeping your card and mobile phone for Mastercard ID Check safe (see 2.2.3), protecting your PIN (see 2.1) and blocking your card (see 2.8).

If you have several cards with a single PIN, the unlimited liability applies to each card used fraudulently.

You are not liable for losses caused by fraudulent use by a third party without the PIN having been used, for example a purchase made using the card's contactless function.

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

Excerpts from the Danish Guardianship Act and sections 97, 98 and 100 of the Danish Payments Act are attached to these conditions.

### 2.12 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 those areas in which a stricter liability applies, Danske Bank will not be 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 even 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.

### 2.13 Danske Bank's notification of unauthorised use and security threats and right to block cards

We contact you if we suspect or discover unauthorised use. We also contact you if we become aware of any potential security threats. We contact you in a safe way, for example by sending a notice in Danske eBanking, Danske Mobile Banking, Danske Netpost, e-Boks, by email or by telephone.

### Danske Bank's right to block cards

We are entitled to block your card if

- the account is closed
- the account is terminated, and the notice of termination, if any, has expired
- you violate the Mastercard Direct card conditions, or
- your card has been used fraudulently or you suspect unauthorised use by a third party

In the event of an overdraft, you will receive a written reminder before your card is blocked. Immediate blocking may be necessary, however, if the excess is substantial and/or if you have repeatedly overdrawn your account.

When we block the card, we may 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.

### 2.14 Card expiry and renewal

Cards are usually issued for a three-year period and are valid until the month of expiry embossed on the card. The card cannot be used after expiry.

Before your card expires, we will send you a new card. You may also order a new card before it expires.



### 2.15 Returning cards

If you no longer want to use the card, you must return it. If the card agreement or account agreement is terminated, all cards linked to the account must be returned. Before you return the card to us by mail, remember to cut it in half.

### 2.16 Termination

You are entitled to terminate the card agreement without notice.

We may terminate the agreement at three months' notice. The notice of termination will be sent to your last address we have registered for you. If the card account is terminated, you will receive a proportionate reimbursement of any fees paid in advance for use of 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 half.

### 2.17 Changes to card conditions

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

If we change the card conditions, you will be notified directly via our digital services or by letter.

If 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 agreement will terminate when the new conditions take effect.

### 2.18 Complaints

In case of a disagreement on your business relationship with us, you should always contact your branch 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). This will enable us to make sure that the disagreement is not based on a misunderstanding.

If you still disagree or are not satisfied with the outcome of your complaint, you may contact Danske Bank's Complaint Management Function, which is in charge of handling customer complaints. The address is

Danske Bank  
Complaint Management Function  
Bernstorffsgade 40  
DK-1577 Copenhagen V  
Email: [klageservice@danskebank.dk](mailto:klageservice@danskebank.dk)

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

The Danish Financial Complaint Board  
(Det finansielle ankenævn)  
Amaliegade 7  
DK-1256 Copenhagen K  
Tel. +45 35 43 63 33  
[www.fanke.dk](http://www.fanke.dk)

or

The Danish Consumer Ombudsman  
(Forbrugerombudsmanden)  
The Danish Competition and Consumer Agency  
(Forbrugerstyrelsen)  
Carl Jacobsens Vej 35  
DK-2500 Valby  
Email: [Forbrugerombudsmanden@kfst.dk](mailto:Forbrugerombudsmanden@kfst.dk)

If you want to complain because your card has been blocked, you must contact your local branch. If your complaint is rejected, you may submit a complaint to

Datatilsynet  
Carl Jacobsens Vej 35  
DK-2500 Valby  
Email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk)

### 3 Card expenses

#### 3.1 Fees and charges

Our Mastercard Direct fees are listed on the list of charges and in the tariff of charges available, which are available at [www.danskebank.dk/priser](http://www.danskebank.dk/priser) and at all our branches.

Danske Bank and certain payees may charge a fee when you use the card. Danish payees which charge a fee for use of the card must state this before you use the card to make a payment.

Danske Bank may lower fees without notice. Danske Bank 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 business. Such changes may be made on the basis of earnings considerations or to use our resources or capacity in a more expedient manner
- the basis on which your specific fee terms were determined changes materially. Such material changes include changes in your own situation, for example changes in the amounts of your deposits, loans or credit facilities

If we introduce new fees relating to your Mastercard Direct agreement in the ordinary course of our business, we will do so at three months' notice. These are fees for services for which we have not previously charged a fee. Such changes may be made on the basis of earnings considerations or to use our resources or capacity in a more expedient manner.

If we change our fees, we will notify you via our digital services or by letter. We state the cause of the change - possibly referring to one of the points above.

You will be advised via our digital services or by letter if a change in the basis on which your individual fee terms were determined causes changes to fees.

#### 3.2 Interest and commission

You can obtain information about interest and commission for the card account from Danske Bank.

#### 3.3 Information about commission

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

#### 3.4 Exchange rates

Purchases made outside Denmark are translated into Danish kroner and are always payable in Danish kroner. Conversion of foreign currencies to Danish kroner is based on an average rate calculated from Mastercard exchange rates for all transactions on that day in the same currency. See the Mastercard exchange rates at

[www.nets.eu/valutakurser](http://www.nets.eu/valutakurser) - (website available in Danish only).

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.

There is a price for foreign card payments outside the EU/EEA, Switzerland, UK, Greenland, Faroe Islands, Andorra, Monaco, San Marino and Vatican City. When you have used your card for a purchase or to withdraw cash in an EEA currency other than Danish kroner you will receive a text message from Danske Bank informing you of our mark-up.

The text message is sent the first time you make a payment in an EEA currency and subsequently at least once a month if you use the card for payments in an EEA currency.

You can unsubscribe from text messages by sending a text message with the text "STOPCCY" to 3326. We will then no longer send the text messages.

You pay any costs related to internet and mobile data use when we send you text messages.

### **3.5 Payee's currency conversion**

If you use your card outside Denmark, the payee may propose, before processing the payment, to convert the amount into Danish kroner.

Before you accept this conversion, the payee must inform you of any fees and the applicable exchange rate.

The exchange rate offered by the payee may differ from the one used if you decide not to let the payee make the conversion.

## **4 Processing of personal data**

### **4.1 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 information is stored by Danske Bank, the payee and the payee's bank or Nets. The information is used by the banks for bookkeeping purposes, for instance to correctly process payments from your account, in account statements and to correct any subsequent errors.

The information is passed on to other parties only if required by law, to enforce legal rights or to prevent unauthorised use of the card. The information is stored for the rest of the year plus the next five years.

When you register for Mastercard ID Check, your information (see 4), including your mobile phone number, will be used for sending you one-time passwords.

## **5 Registration of blocked cards**

If your card is blocked, we will register your card number in our register of blocked Mastercard cards. Blocked cards may also appear on Mastercard's list of blocked cards.

## **6 New copies of card conditions**

If you need a new copy of these card conditions, you can find them at [www.danskebank.dk](http://www.danskebank.dk). You are also welcome to contact your branch.

## The Danish Payments Act

### Rules on liability

**97.-(1)** Disputes relating to 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. The deadline is calculated from the time at which the provider has communicated this information or made it available, if it has not been communicated in advance.

*(2)* Disputes relating to unauthorised or erroneous payment transactions initiated via a provider of payment initiation services, must be addressed to the account-holding provider in accordance with subsection (1), see, however, section 99(2) and (3) and section 104.

**98.-(1)** If a payer denies having authorised or initiated a payment transaction, the provider of the payment service must prove that the payment transaction was correctly registered and booked and not affected by technical failure or other errors, see, however, subsection (3). 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.

*(2)* If a payer denies having authorised or initiated a 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.

*(3)* If a payer denies having authorised or initiated a payment transaction which was initiated via a provider of payment initiation services, the provider of the payment initiation service must prove that the payment transaction was correctly registered and booked and has not been affected by technical failure or other errors.

**100.-(1)** The payer's provider of payment services is liable to the payer for any loss incurred due to the unauthorised use by a third party of a payment service unless otherwise provided in subsections (2) to (5) hereof. The payer is only liable under subsections (3) to (5) hereof if the transaction was accurately recorded and entered in the accounts, see, however, subsection (2).

*(2)* However, the payer is liable without limitation with respect to any loss incurred due to the payer acting fraudulently or wilfully failing to fulfil his obligations under section 93.

*(3)* Except where subsections (4) and (5) hereof provide for more extensive liability, the payer is liable for an amount up to DKK 375 for any loss incurred as a result of the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment service has been used.

*(4)* Except where subsection (5) provides for more extensive liability, the payer is liable for an amount up to DKK 8,000.00 for any loss incurred as a result of the unauthorised use by a third party of the payment instrument if the payer's provider is able to establish that the personalised security feature linked to the payment instrument was used; and

(i) that the payer failed to notify the payer's provider as soon as possible after having become aware that the payment service's payment instrument was missing or that the personalised security feature linked to the payment instrument had come to the knowledge of an unauthorised user;

(ii) that the payer intentionally made the personalised security feature of the payment instrument available to the person making such unauthorised use without this falling within the scope of subsection (5); or

(iii) that, through grossly inappropriate conduct, the payer made such unauthorised use possible.

*(5)* The payer is liable without limitation with respect to any loss incurred due to the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment instrument 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.

[6] Notwithstanding the provisions of subsections [3] to [5] hereof, the payer's provider is liable for any unauthorised use

(i) after the provider was notified that the payment instrument linked to the payment service 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;

(ii) when it is caused by actions taken by a service provider's employees, agents or branch or an entity to whom the service provider's activities have been outsourced, or their passivity; or

(iii) because the provider has not taken appropriate measures, see section 94(1)(ii).

[7] Notwithstanding subsections [3] to [5] hereof, the payer's provider is also liable, unless the payer has acted fraudulently. The payment recipient or his/her provider must compensate the loss suffered by the payer's provider if the payee or its service provider has failed to use strong customer authentication. The first and second sentences do not apply to the services comprised by section 1(5) and section 5(xiv)-(xvi).

[8] Notwithstanding the provisions of subsections [3] to [5] hereof, the payer's provider is also liable if the loss, theft or unauthorised acquisition of the payment instrument linked to the payment service or the

personalised security feature linked to the payment service could not be detected by the payer prior to the unauthorised use.

[9] Moreover, notwithstanding the provisions of subsections [3] to [5] hereof, the payer's provider is liable if the payee knew or ought to have known that the use of the payment service was unauthorised.

[10] The provisions of subsections [1] to [9] hereof also apply to electronic money except where the payer's provider of electronic money is unable to block the payment account or the payment instrument.

#### Excerpts from the Danish Guardianship Act

1.-[1] Children and young people under 18 years of age who are not married are classed as minors and consequently legally incapable. Young people under 18 years of age who are married are, however, classed as minors and consequently legally incapable if the regional state authority has stipulated terms to such effect when granting permission to the marriage.

[2] Minors cannot enter into legally binding transactions, nor can they dispose of their assets, unless otherwise stipulated.

[3] In the absence of any other special stipulations, the guardians act on behalf of the minor in all financial matters.

42.-[1] Legally incapable persons have the disposal of

- (i) any funds acquired from their own work after they have reached the age of 15, or after they have been deprived of legal capacity;
- (ii) any funds acquired for their free disposal as a gift or as inheritance in excess of the legitimate portion under a will; and
- (iii) any funds entrusted to them by the guardian under section 25[3].

[2] Such disposal includes any income from the funds acquired and anything substituted therefor. It does not include any access to assume debt.

[3] Subject to approval by the regional state authority, the guardian may deprive a legally incapable person of such disposal where required to safeguard the welfare of such person.