

# CARD CONDITIONS FOR MASTERCARD CORPORATE CARD

These card conditions apply to both the company and the cardholder. The company is responsible for ensuring that the cardholder knows and complies with the card conditions.

## 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.

**Denmark:** Denmark, the Faroe Islands and Greenland.

**One-time password:** A password the cardholder receives by text message to the registered mobile phone number.

**Billing statement:** A monthly statement specifying the cardholder's Mastercard transactions. A billing statement is issued once every

month. The billing statement date is always a business day. If there have been no entries in the card account since the last billing statement date, we will not send a statement.

**Cards with company liability:** A Mastercard for business purposes issued on the company's application. Card transactions are registered in a card account held by the company.

**Cards with personal liability:** A Mastercard for business purposes issued on both the company's and the cardholder's application. Card transactions are registered in a card account held by the cardholder.

**Due date:** The date on which the agreed amount is charged to your current account or is due for payment. The due date is the first business day of the month after the billing statement date, unless otherwise agreed.

**Contactless payment:** If the card bears the ))) symbol for contactless payment on the front, the cardholder can make payments in shops

via the card's built-in transmitter without inserting the card into the card terminal. Cards with the contactless function allow the cardholder to pay small amounts (currently up to DKK 350) without entering the PIN. For payments exceeding DKK 350, the cardholder must enter the PIN every time.

The contactless function uses NFC (Near Field Communication) technology and can be used with cards featuring the function. Cards with a contactless function bear the symbol

**Cards:** An overall term for all card types regardless of the type of liability.

**Cardholder:** A natural person who is employed with the company and holds a Mastercard.

## Card types:

The following types of Mastercard Corporate Card (in the following called Mastercard) are issued as:

- Mastercard Corporate Classic
- Mastercard Corporate Gold

- Mastercard Corporate Platinum.

**Account limit:** The maximum amount that may be drawn on the Mastercard card account.

**Purchase period:** The period between two billing statement dates.

**Mastercard:** An international purchasing card issued and administered by

Danske Bank A/S  
Holmens Kanal 2-12  
DK-1092 København K  
Tel. +45 70 20 70 20

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

**NemID:** NemID is a digital signature. There are two types: Bank NemID and OCES NemID.

**Nets:** Nets Denmark A/S is the service provider in connection with the issuing of Mastercard for Danske Bank in Denmark.

**Excess and late payment interest:** Interest charged on the part of the balance in the card account that exceeds the account limit or on an amount not paid by the due date.

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

**The company:** A natural or legal person that has Mastercard cards issued for its employees on application.

**Worldline:** Worldline manages the 'Mastercard ID Check' security solution on behalf of Danske Bank. Worldline also stores the registered mobile phone numbers in order to send one-time passwords.

#### 1 Use

The cardholder may use the card to make payments and cash withdrawals in and outside Denmark.

The card may be used for business purposes only, that is, to pay for expenses on behalf of the company.

#### 1.1 Purchases

The cardholder may use the card to pay for goods and services provided by a payee that accepts Mastercard or any other card affiliated with the Mastercard system.

#### 1.2 Cash withdrawals in Denmark and abroad

The cardholder may use the card to make cash withdrawals at ATMs affiliated with the Mastercard system.

At ATMs bearing the Mastercard logo, the cardholder can withdraw a maximum of

- DKK 3,000 a day (Danish time) but not more than DKK 15,000 over 30 days with a Mastercard Classic card
- DKK 6,000 a day (Danish time) but not more than DKK 50,000 over 30 days with a Mastercard Gold card
- DKK 8,000 a day (Danish time) but not more than DKK 50,000 over 30 days with a Mastercard Platinum card.

Local withdrawal limits may apply outside Denmark. Consequently, several fees may be payable to withdraw the desired amount.

The cardholder may also use the card to withdraw cash at banks in Denmark and at cash withdrawal points outside Denmark affiliated with the Mastercard system.

### 1.3 Card issuance, account openings and credit assessment

#### Cards with company liability

We issue Mastercard Business cards with company liability only to persons over 18. Before we issue such cards, we assess the company's financial position, for instance by reviewing the company's financial statements. We assess the company's financial position on a regular basis.

When we issue a card with company liability, we open a card account in the company's name. Whenever an employee makes a payment or cash withdrawal with the card, the transaction is registered in this account.

We send the card to the cardholder's address.

#### Cards with personal liability

We issue Mastercard Business cards with personal liability only to persons over 18. Before we issue such cards, we assess both the cardholder's and the company's financial position. We may continue to assess their financial position on a regular basis, for instance by obtaining information from credit rating agencies.

We do not normally issue cards with personal liability to persons listed in the Danish banking sector's register of persons who have committed cheque or card fraud.

When we issue a card with personal liability, we open a card account in the cardholder's name. Whenever the cardholder makes a payment or cash withdrawal with the card, the transaction is registered in this account.

The cardholder must hold a current account with a bank in Denmark to which the balance in the card account can be debited once a month.

We send the card by mail to the address registered in our files as the cardholder's home address.

#### Additional card

An additional card for personal use may be issued to the cardholder under the Mastercard Corporate Card agreement subject to a credit assessment of the cardholder. The card is issued either as a personal Danske Mastercard or a personal Danske Gold Mastercard and is subject to the card conditions applying to the relevant card type.

### 2 Conditions for holding and using the card

#### 2.1 Delivery and protection of card and PIN

Upon receipt, the cardholder must sign the signature field on the back of the card. Payees compare the signature on the card with the signature on the receipt.

Once we have issued the card, we send a PIN to the cardholder's home address. The PIN is generated and printed electronically without

anybody seeing the combination. The cardholder must contact us immediately if the letter containing the PIN has been opened or is not intact.

The cardholder must always keep the card safe and check regularly that it has not been lost.

Do not keep the PIN with the card or write it on the card. The cardholder should memorise the PIN and destroy the letter containing the PIN. Alternatively, the cardholder must keep the PIN in a safe place, preferably on a PIN memoriser, which is available from any of Danske Bank's branches.

## 2.2 Mastercard ID Check

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

For Mastercard ID Check the cardholder uses his or her bank NemID with the NemID code app to authenticate online purchases or enter a code received by text message and a personal code chosen by the cardholder.

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

### 2.2.1 How to register

The cardholder does not need to register to use his or her bank NemID with the NemID code app for Mastercard ID Check.

The cardholder's mobile phone number will automatically be registered with Mastercard ID Check by Danske Bank when the cardholder provides Danske Bank with his or her mobile phone number.

The cardholder can create his or her personal code at [danskebank.dk/kortstyring](https://danskebank.dk/kortstyring).

### 2.2.2 Changes to mobile phone number

The cardholder can change/deregister his or her mobile phone number by updating his or her contact details in Danske eBanking or Danske Mobile Banking.

The cardholder can change his or her personal code at [danskebank.dk/kortstyring](https://danskebank.dk/kortstyring).

### 2.2.3 Special conditions regarding the card and the mobile phone registered

The cardholder's mobile phone is part of the security solution provided by Mastercard ID Check. Consequently, the cardholder must ensure that no one else has or may gain access to both his or her card and his or her mobile phone. If the cardholder loses his or her mobile phone, the cardholder must change/deregister his or her mobile phone number as quickly as possible. If the cardholder also loses his or her card, the card must be blocked (see section 2.7).

The cardholder must treat his or her personal code in the same way as his or her PIN (see section 2.1).

## 2.3 Use of the card

The cardholder is the only person who may use the card and PIN.

Before authorising a payment or cash withdrawal, the cardholder must always check that the amount is correct. The cardholder cannot revoke transactions already authorised (see 2.13 for exceptions).

The cardholder can use the 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 entering the PIN, the cardholder 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 the cardholder notices that the payee issues more than one receipt stating the card details, the cardholder must make sure that any unsigned receipts are destroyed.

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

When using the card to hire a car or pay for hotel accommodation, for example, the cardholder will often be asked to sign a receipt that authorises the payee to subsequently debit additional amounts. In such case, the cardholder must keep in mind that signing a receipt may allow the car hire company or the hotel to debit additional amounts to the card account (see 2.13.1).

### **Online use etc.**

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

In addition, when making online purchases, the cardholder will usually use Mastercard ID Check.

The cardholder must never disclose the PIN in any of the above transactions.

### **Self-service machines**

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

### **Contactless payments**

The cardholder can use the contactless function to make purchases in shops that offer the service. Payment is made without inserting the card into a terminal, entering a PIN or signing. Instead, the cardholder accepts the payment by holding the card within 0-3 centimetres of a terminal with an active contactless function.

Terminals with a contactless function bear the following symbol:



The cardholder can choose to use either the contactless function or the card's chip/magnetic strip combined with a PIN (or signature).

#### 2.4 Receipts

The cardholder should always ask for a receipt for a payment or cash withdrawal. The receipt must state the date, the amount and part of the card number. The cardholder must make sure that the amount matches the amount of the purchase or cash withdrawal and that the date is correct. The cardholder and the company should keep the receipt to check that the correct amount is debited to the card account (see 2.1). At self-service machines, the cardholder may not always get a receipt.

#### 2.5 Payment of recurring services

Termination of contractual services paid for by card, for example a subscription, requires that the cardholder and/or the company comply with the terms and conditions laid down by the payee. If the cardholder gets a new card or a new card number, the cardholder and/or the company must inform the payee of the new card number.

#### 2.6 Charges to the card account

Purchases and cash withdrawals are usually charged to the 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.

#### 2.7 Liability – cards with company liability

##### 2.7.1 Company liability

The company is liable for all transactions made with cards with company liability. This means that the company is liable for any incorrect or unauthorised use of cards and card accounts by its employees.

In case of unauthorised use of the card by a third party, the company's liability is, however, limited by sections 97, 98 and 100 of the Danish Payments Act (a copy of the sections is attached to these card conditions).

These limitations also apply if the card has the same PIN as one or more of the cardholder's personal cards issued by Danske Bank and also if the card has been used fraudulently in

the same incident as one or more of the cardholder's other cards with the same PIN.

The company is not liable for loss arising after we have been asked to block the card.

##### 2.7.2 Cardholder liability

If, contrary to this agreement, the cardholder uses the card with company liability for non-business purposes, the cardholder and the company are jointly and severally liable for these transactions.

The cardholder and the company are also jointly and severally liable for card transactions which we can prove have been made at a time when the cardholder knew or should have known that the company would not be able to meet its obligations towards Danske Bank.

#### 2.8 Liability – cards with personal liability

##### 2.8.1 Company liability

When the cardholder has used the card for business purposes, the company must transfer the amount to be reimbursed as a result of the

cardholder's employment with the company to the cardholder's current account. Until then, the company is liable to Danske Bank for the transactions made with the card. Once the company can prove the transfer to the cardholder's current account, it is no longer liable for the cardholder's failure to settle the balance in the card account.

The company is liable for any incorrect or unauthorised use of cards and card accounts by its employees.

If, contrary to this agreement, the cardholder uses the card with personal liability for non-business purposes, the company is not liable for these transactions provided that it can prove to Danske Bank that the card has been used for such purposes.

In case of unauthorised use of the card by a third party, the company's liability is, however, limited by sections 97, 98 and 100 of the Danish Payments Act (a copy of the sections is attached to these card conditions).

These limitations also apply if the card has the same PIN as one or more of the cardholder's personal cards issued by Danske Bank and also if the card has been used fraudulently in the same incident as one or more of the cardholder's other cards with the same PIN.

If the company wants to cancel a cardholder's card with personal liability, for instance because the cardholder resigns, the company must immediately make sure that the card is blocked, retrieve the card and send it to us. Until then, the company is liable in accordance with the rules specified above.

### **2.8.2 Cardholder liability**

If a card with personal liability has been used for business purposes, that is, to pay for expenses to be reimbursed by the company as a result of the cardholder's employment with the company, and the company has transferred the amount drawn to the cardholder's current account, the cardholder is liable for the balance in the card account.

Transactions made with the card are automatically charged to the card account in the cardholder's name. The cardholder is responsible for submitting receipts to the company and asking the company to transfer the amount due to the cardholder's current account. If the company fails to transfer the amount despite the cardholder's request, the cardholder must contact Danske Bank. If the company cannot prove that it already has transferred the amount to the cardholder's current account within seven days of our request for evidence, we will, as a general rule, credit the amount to the card account.

If, contrary to this agreement, the cardholder uses the card with personal liability for non-business purposes, the cardholder is always liable for these transactions. The cardholder and the company are jointly and severally liable for any unauthorised use of the card, including unauthorised use of the card and/or the card account by a third party.

In case of unauthorised use of the card by a third party, the cardholder's liability is, however, limited by sections 97, 98 and 100 of the Danish Payments Act (a copy of the sections is attached to these card conditions).

The cardholder and the company are also jointly and severally liable for card transactions that we can prove were made at a time when the cardholder knew or should have known that the company would not be able to meet its obligations towards Danske Bank.

### 2.9 Duty to block the card

If the company wants to cancel a cardholder's card, for instance because the cardholder resigns, the company must immediately make sure that the card is blocked, retrieve the card and send it to us.

In addition, we must be notified immediately if

- the card is lost
- another person has found out the PIN
- the cardholder discovers unauthorised use of the card
- the cardholder suspects that the card has been copied

- the cardholder suspects other unauthorised use of the card.

The cardholder must contact us on tel. +45 70 20 70 20 (open 24 hours a day). When calling, the cardholder must state name and address and, if possible, card number and account number or CPR number. We then block the card immediately. Likewise, we block the card if we suspect unauthorised use.

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

### 2.10 Account limit

The card is issued with an account limit under which amounts debited to the card account are free of interest from the debit date to the due date.

We may refuse to process payments that will bring the debit balance above this limit.

### Cards with company liability

We fix the aggregate account limit on the basis of the company's agreement with Danske Bank. The agreed account limit is the limit that applies to the cardholder's purchases combined. The company may subsequently set individual account limits for its cardholders.

We may refuse to process payments that will bring the debit balance above the account limit.

### Cards with personal liability

The account limit is the limit that applies to the cardholder's purchases. We fix the account limit on the basis of an assessment of the cardholder's and the company's financial position (see 1.3). The cardholder can see the limit in Danske eBanking.

### 2.11 Payment

The balance in the card account is debited to the current account on the due date specified on the billing statement.

If the current account is held with another bank, we will collect the amount through Betalingsservice (direct debit) or send a payment



form. If the balance exceeds the agreed limit, we are entitled to demand payment of the excess. We will notify the company and/or the cardholder accordingly.

### 2.12 Card account entries

If we have registered entries in the card account during the purchase period, we will send a monthly billing statement specifying transactions and fees payable. The cardholder and the company must check the statement thoroughly. If the information on the statement does not match that on the receipts or the statement contains suspicious transactions, the cardholder and/or the company must contact us as soon as possible. See 2.13 and 2.14 for more information on deadlines for revoking payments.

As the cardholder does not present the card when making purchases online or by mail or telephone order, the cardholder and the company should pay special attention to such transactions.

When the cardholder makes such purchases, the payee may generally not charge the amount to the card account until the goods have been sent.

But if the cardholder books flight or concert tickets for example, the payee may charge the amount to the account at the time of booking.

### Cards with company liability

We send an aggregate billing statement of the card account balances to the company. We also send a separate statement specifying the purchases and withdrawals made. If a balance is less than DKK 50, it is carried forward to the next month.

The billing statement is delivered to eArchive in Business Online.

### Cards with personal liability

The cardholder receives a billing statement if we have registered entries in the card account during the purchase period.

The billing statement is delivered in eBoks. If the cardholder is not registered for eBoks, the billing statement is delivered via Danske Netpost.

### 2.13 Revocation of authorised payments

Payments authorised by the cardholder cannot

be revoked. However, under certain circumstances, you may revoke a payment (see below).

#### 2.13.1 If the final amount was unknown by the cardholder at authorisation

If the cardholder did not know the final amount when authorising the payment and the amount charged to the card account is considerably higher than the cardholder could reasonably expect, the cardholder and/or the company may be entitled to revoke the payment. This may be the case if, for instance, the cardholder 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 the cardholder and/or the company believe that they have the right to revoke a payment, the cardholder and/or the company must contact us as soon as possible and no later than eight weeks after the amount was charged to the card account.

Before contacting us, the cardholder and/or the company should always try to settle the matter by contacting the payee that charged the amount.

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

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

### 2.13.2 Other situations

The cardholder may revoke payments made in a number of other situations if the payment was made online or by mail or telephone order. For more information, visit [danskebank.dk/indsigelse](https://danskebank.dk/indsigelse) or contact us.

### 2.14 Revocation of unauthorised payments

If the cardholder believes that the card has been used for one or more unauthorised payments, the cardholder and/or the company must contact us as soon as possible.

When we assess whether we have been contacted in due time, we attach importance to the cardholder's and the company's duty to regularly check entries on the billing statement (see 2.12). We must receive the dispute within 13 months of the amount having been charged to the card account.

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

If our investigation shows that another person has used the card fraudulently, the cardholder and the company will be liable in accordance with the rules specified in 2.7 or 2.8.

### 2.15 Card replacement and renewal

We own issued cards and are entitled to notify the cardholder at any time that the card is to be replaced. In that case, the cardholder may not use the card but will receive a new card as soon as possible. The old card must be cut in half and sent to us.

The month of expiry is embossed on the card. Unless the cardholder or the company informs us in writing that the card is no longer needed, we will automatically renew it on expiry.

### 2.16 Danske Bank's notification of unauthorised use and security threats

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

### 2.17 Danske Bank's right to block cards Cards with company liability

Failure to comply with these card conditions entitles us to block the card. If the balance in the card account is not paid by the due date or if the account limit is exceeded, we will send the company a written reminder before we block the card.

### **Cards with personal liability**

Failure to comply with these card conditions entitles us to block the card. If the balance in the card account is not paid by the due date or if the account limit is exceeded, we will send the cardholder a written reminder before we block the card. When we block the card, we will send a copy of the notice to the company.

### **All cards**

Immediate blocking may be necessary, however, if an excess is substantial or the cardholder or the company has repeatedly failed to pay the balance in the card account.

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

Moreover, we are entitled to block the card immediately

- if we suspect unauthorised use of the card
- in case of default or other causes of immediate termination (see 2.19).

### **2.18 Payments and transfers from other banks**

All payments credited to the card account are recorded. For non-cash payments, such as cheques, we recognise the amount subject to our actually receiving the amount. In case of insufficient cover for a cheque for example, we will debit the amount to the card account and notify the account holder accordingly.

Please note that this right applies even if it is not stated on the receipt or any other notice of the payment.

### **2.19 Termination of the card account**

#### **Cards with company liability**

The company is entitled at any time to terminate the card account and pay the balance in the account at one month's notice. If the entire card account is terminated, all cards for the account will be cancelled.

#### **Cards with personal liability**

The cardholder is entitled at any time to terminate the card account and pay the balance in the account. If the cardholder no longer wants

to use the card, it must be cut in half and sent to us.

The company is entitled at any time to terminate the card account and block the card (see 2.8.1 and 2.9).

### **All cards**

We may terminate the card account at one month's notice. The notice period does not apply, however, in case of default or other cause of immediate termination (see 2.19).

For cards with company liability, we send the notice of termination to the last company address known to us. For cards with personal liability, we send the notice of termination to the cardholder's last address known to us. We also send a copy of the notice to the last company address known to us.

### **2.20 Default or other cause of termination**

Regardless of the above notice of termination, the balance in the card account falls due for immediate payment if

- a payment is not credited to the card account on the due date under these card conditions
- we do not receive the information requested about the cardholder's and the company's financial position (see 1.3)
- the cardholder or the company suspends payments, is the subject of bankruptcy or other insolvency proceedings, starts negotiations for a composition with creditors or seeks debt rescheduling
- the cardholder or the company is the subject of an execution or attachment order
- the cardholder or the company takes up permanent residence outside Denmark and fails to make arrangements with us to continue payment of any balance in the card account before leaving the country
- the cardholder dies
- the cardholder's Mastercard is blocked because of failure to comply with these card conditions (see 2.16).

### 2.21 Danske Bank's right of set-off

#### The company

We are entitled to set off a claim for any overdue amount payable by the company against any of its deposits with Danske Bank or any present or future claim the company may have against us. We can also set off amounts due against deposits in accounts with standing orders or automatic debits. We will inform the company of any set-offs made.

#### Cardholder

We are entitled to set off a claim for any overdue amount payable by the cardholder against any of the cardholder's deposits with Danske Bank or any present or future claim the cardholder may have against us. We can also set off amounts due against deposits in accounts with standing orders or automatic debits, including budget accounts.

We do not set off claims against salaries or public or other benefits necessary to pay for ordinary living expenses. Nor do we set off claims against accounts that are protected

against legal proceedings instituted by creditors under applicable legislation or special agreement. We will inform the cardholder of any set-offs made.

### 2.22 Defective goods or services etc.

Danske Bank is not liable for any defective goods or services sold/provided by a payee. Danske Bank cannot be held liable if a payee declines to accept the card as a means of payment.

### 2.23 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 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.

Accordingly, section 104 of the Danish Payments Act does not apply.

The cardholder cannot use the card in Denmark if Danske Bank, Nets and/or the operational centres of these companies are involved

in an industrial conflict. The cardholder will be informed as soon as possible through the Danish daily press the beginning and conclusion of such conflict.

The cardholder 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.

#### 2.24 Complaints

The cardholder and/or the company should always contact their branch in case of a disagreement on their business relationship with us to make sure that such disagreement is not based on a misunderstanding. Alternatively, the cardholder and/or the company 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 the cardholder and/or the company still disagrees or is not satisfied with the outcome of

the complaint, they may contact Danske Bank's legal department, which is responsible for handling customer complaints. The address is

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

If the cardholder is dissatisfied with the outcome, the cardholder may submit a complaint to

The Danish Financial Complaint Board (Det finansielle ankenævn)  
 Store Kongensgade 62, 2. sal  
 DK-1264 København K  
 Tel. +45 35 43 63 33  
[www.fanke.dk](http://www.fanke.dk).

Cardholders must submit complaints to the Danish Complaint Board of Banking Services using a special form available from the Board and on the website stated above. The website also states the fee charged for processing complaints. The fee will be reimbursed if the

Board finds for the cardholder in full or in part, if the Board refuses to hear the complaint or if it is revoked or lapses.

**2.25 Additional benefits for Mastercard holders**

Additional benefits may be available to the cardholder. The cardholder is automatically entitled to the benefits of the card.

If we conclude an agreement with a business partner on additional benefits, the cardholder will automatically be entitled to these benefits. The cardholder and the company will be notified if such an agreement is terminated. If the Mastercard agreement is terminated, the additional benefits will lapse.

For information about additional benefits and business partners, visit [danskebank.dk](http://danskebank.dk) or call Card Service on tel. +45 70 20 70 20.

**2.26 Changes to card conditions**

We may change the card conditions without notice if the change is to the cardholder's

and/or the company's advantage. Otherwise, changes are subject to one month's notice. We will announce any changes by letter or electronically or in the Danish daily press.

If we change the conditions, the cardholder and/or the company must notify us - prior to such changes taking effect - if they do not wish to be bound by the new conditions. If they fail to do so, they will be bound by the new conditions.

If the cardholder and/or the company notifies us that they do not wish to be bound by the new conditions, the agreement will terminate when the new conditions take effect.

The cardholder and the company must notify us about any change of address. Therefore, Danske Bank cannot be held liable for failure to communicate changes if the cardholder and/or the company fail to inform us about address changes.

**3 Card expenses**

**3.1 List of charges**

The fees payable for the issuance and use of the card appear on the list of charges.

**3.2 Calculation and addition of interest**

Interest is not added to Mastercard Corporate Card transactions during the purchase period and up to the payment due date. However, we may charge interest for any extra credit period agreed. We may also charge late payment interest and interest on any excesses.

We calculate any excess interest daily on the basis of the number of calendar days and an interest-bearing year of 365 (366) days.

**3.2.1 Changes to interest rates**

The applicable interest rates for Mastercard are available on request.

We may change our variable interest rates at any time if the change is to the cardholder's and/or the company's 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 interest rate level and pricing policy in the ordinary course of our business and independently of interest rate trends in general, for instance, on the basis of earnings considerations or to make better use of our resources or capacity.

### 3.3 Fees

Our Mastercard fees appear on the list of charges and are also available on request. Fees charged for information about transactions made also appear on the list of charges.

Please note that we are obliged to respond to inquiries from public authorities, such as the Danish tax authorities, and that we charge a fee for this service.

If a Mastercard card is issued in the middle of the fee period for the card account, we calculate and charge a proportionate fee on the basis of the annual card fee.

#### 3.3.1 Cards with personal liability

The annual card fee is paid by the company. The company may pay the fee separately, or the fee may be debited to the cardholder's card account with subsequent reimbursement to the cardholder.

#### 3.3.2 Changes to fees

We may lower fees without notice. We may also introduce and raise fees for new contractual services without notice.

With respect to existing contractual services, we may raise fees paid on a regular basis at one month's notice if

- market conditions, such as national or international competition, justify changes to one or more types of fees
- we decide to adjust our general fee structure and pricing policy in the ordinary course of business, for instance, on the basis of earnings considerations or to make better use of our resources or capacity.

Changes to the annual card fee will apply from the first fee payment after the change took effect.

New fees will be introduced at one month's notice. Such changes may be made on the basis of earnings considerations or to use our resources or capacity in a more expedient matter.

**3.4 Notice of changes to interest rates and fees**

We announce changes to our interest rates and fees electronically, by letter or in the Danish daily press. We state the cause of the change – possibly by referring to 3.2 or 3.3.

**3.5 Late payment and excess interest, fees, etc.**

If the cardholder or company fails to settle the balance in the card account by the due date, Danske Bank charges interest and excess interest from the due date until we receive payment. If the account limit is exceeded, we charge interest and excess interest from the date the excess is registered until we receive payment. We may also charge a reminder fee.

**3.6 Reimbursement of card fee**

We will not reimburse fees paid if the agreement is terminated.

**3.7 Danske Bank’s right to reimbursement**

We are entitled to claim reimbursement of

- any amount that Danske Bank pays on the company’s or cardholder’s behalf, for instance taxes, duties and expenses for communication
- expenses incurred by Danske Bank because the cardholder or the company defaults on its obligations, for instance by failing to pay court or legal fees.

**3.8 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, plus a variable margin fixed by Danske Bank. 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.

Exchange rates may change from the time the

cardholder uses the card until the amount is charged to the card account.

When cardholder (where the cardholder is liable for payments made using the card) has used the card for a purchase or to withdraw cash in an EEA currency other than Danish kroner cardholder will receive a text message from Danske Bank informing of our mark-up on.

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

Cardholder 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.

Danske Bank will not send a digital message to the cardholder (where the business is liable for payments made using the card) regarding currency conversion fees in connection with cash



withdrawals or card transactions made in an EEA currency or a currency other than the one in which the card account is denominated.

**Payees' currency conversion**

If the cardholder uses the card outside Denmark, the payee may propose, before processing the payment, to convert the amount into Danish kroner. Before the cardholder accepts this conversion, the payee must inform the cardholder of any fees and the applicable exchange rate. The exchange rate used by the payee may differ from the one used if the cardholder decides not to let the payee make the conversion.

**4 Personal data**

**4.1 Use of personal data**

We use the information the cardholder and the company provide about their names, addresses, telephone numbers and CPR or CVR numbers to issue and administer the card. CPR numbers are used to obtain address information from the Danish Central Office of Civil Registration, to block cards and to ensure

unique identification of cardholders. We use companies' CVR numbers to obtain information from the Danish Commerce and Companies Agency and to ensure unique identification of companies.

**Cards with personal liability**

We use other personal customer data from cardholders and credit rating information, if relevant, in our credit assessment before we issue cards.

**4.2 Storage of customer data**

We keep customer data on our files along with credit reports, if any, for as long as the cardholder holds a Mastercard.

**4.3 Information about purchases etc.**

We exchange information about the cardholder and card account, for instance details on goods and services purchased, with Mastercard International. We may also pass on this information to the company with which the cardholder is employed.

We exchange information to administer the card account, process, analyse and collect fees

for the card account and administer additional benefits and insurance, travel or other company-related schemes in which the cardholder and/or company take part.

When the cardholder uses the card, the card number, the total amount of the purchase or cash withdrawal and the date and place of use are recorded. The payee passes this information on to Danske Bank via Nets. The information is stored with the payee, Nets and Danske Bank, and is used for bookkeeping, on billing statements and for any subsequent correction of errors.

Such information is passed on to other parties only if required by law and/or for use in legal actions concerning claims arising out of the use of the card. The information is kept on file for the current year plus the following five years.

When you register for Mastercard ID Check, Nets will register the cardholder's mobile phone number to be able to send one-time passwords.

#### 4.4 Exchange of information with business partners

We exchange information with our business partners for the establishment and administration of additional benefits for Mastercard cardholders (see 2.23) and for the handling of claims. For information about our business partners, call Card Service on tel. +45 70 20 70 20.

#### 4.5 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.

#### 4.6 Access to registered information

Both the cardholder and the company can contact their branch at any time to see their 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.

#### 4.7 Complaints about Danske Bank's use of customer data

A cardholder who wishes to complain about Danske Bank's use of personal data must contact

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

or the Danish Data Protection Agency at the following address:

Datatilsynet  
 Borgergade 28, 5. sal  
 DK-1300 København K  
 Email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk)

#### 5 Information about commission

Please note that Danske Bank receives commission when the cardholder uses the card at payees.

#### 6 New copies of card conditions

The cardholder or the company may contact us at any time to have additional copies of these card conditions. Please note that we will charge a fee for printed copies.

Valid from 27 September 2021.

## The Danish Payments Act

### Liability rules

97. 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 against 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. 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. 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

1) 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;

2) 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

3) 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

1) 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;

2) 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

3) because the provider has not taken appropriate measures, see section 94(1)(2).

(7) Notwithstanding subsections (3) to (5) hereof, the payer's provider is also liable, unless the payer has acted fraudulently. The payee 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. Subsections (1) and (2) do not apply to the services comprised by section 1(5) and section 5(14)-(16).

*(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.