

# VISA/DANKORT CARD CONDITIONS

The conditions that apply to Visa/Dankort cards are set out below.

## 1 Visa/Dankort card conditions

These conditions apply to the use of Visa/Dankort cards in and outside Denmark. The conditions apply whether the card is used for purchases in a physical shop or for online purchases.

The conditions apply to Visa/Dankort cards, both physical cards and any virtual cards in a digital wallet. Definitions of terms used are listed at the end of this document.

## 2 Use

The Visa/Dankort card is a payment instrument that you may use with merchants that accept the card in and outside Denmark.

If a merchant accepts both Visa and Dankort cards, the merchant may have chosen either Dankort or Visa as the merchant's preferred method of payment. You may overrule the

merchant's choice where technically possible in accordance with the legislation in force.

The entries in your account will specify whether a payment has been completed as a Dankort or a Visa transaction.

Please note that international Visa card payments may be subject to fees and charges, and that the transaction amount is charged to the monthly spending limit on your Visa card. This applies also if you use the Visa part of your Visa/Dankort card in Denmark (see clause 2.5).

### 2.1 Cash withdrawals

You may use either your Dankort card or your Visa card to withdraw cash from ATMs that accept Dankort cards and/or Visa cards. You may also use your card to withdraw cash at Danske Bank's branches and at most other banks in Denmark.

Please note that not all Danish ATMs accept the Dankort card. In such case, the withdrawal

will be made using the Visa part of your card and may thus be subject to a fee.

Visa card fees and any amount limits are stated in the list of charges.

### 2.2 Purchases from merchants

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

You may also use your card to make online purchases as well as purchases by mail order and telephone order. You may also use your Visa/Dankort card to make payments at self-service machines.

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

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

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

In connection with Visa card purchases abroad, you may be asked to choose whether the purchase should be made in the local currency or in Danish kroner (see clause 18.4 for further details).

### **2.3 Approval of account transfers via Danske Bank's ATMs**

You may use your card to approve account transfers made via Danske Bank's ATMs to accounts with Danske Bank and to accounts with other banks in Denmark.

### **2.4 Debits to your account**

As a general rule, purchases and cash withdrawals (transactions) made using your Dankort card are debited to your account on the day you use the card. Visa card transactions will be entered the day after the purchase or cash withdrawal at the earliest. The time at which the amount is debited to your account

will, however, depend on when we receive the transaction.

### **2.5 Spending limit**

Unless otherwise agreed, purchases and cash withdrawals may not exceed the current balance in your account (see clauses 2.6-2.10).

### **2.6 Contactless payment or card in a digital wallet**

When you use contactless payment or a digital wallet (for example your Dankort card on your mobile phone), an amount limit determines whether you need to enter your PIN. For information on the amount limit, please visit [danskebank.dk](http://danskebank.dk). The amount limit may change. You will receive notification if the limit is raised or lowered more than 50% within a calendar year.

If the transaction exceeds the current amount limit, you will automatically be asked to authorise the payment by entering your PIN. At regular intervals, you will be asked to enter your PIN even if the amount does not exceed the applicable amount limit.

### **2.7 Gambling and lottery**

When you use your Visa/Dankort card at shops that provide gambling and betting services – that is, when you use your card at casinos, for buying lottery tickets, on race courses and the like – a daily spending limit may apply. The list of charges specifies this limit.

### **2.8 Cash withdrawals**

Visa/Dankort cards are subject to a daily cash withdrawal limit. The amount is stated in the list of fees and charges.

### **2.9 Visa – spending limits**

Your Visa card is subject to an overall limit on purchases and cash withdrawals over a 30-day period. Within this overall limit, maximum amounts apply to per day cash withdrawals from banks and ATMs. The list of charges specifies these limits.

### **2.10 Miscellaneous**

The individual merchant may set limits for use of the card.

Some banks and ATMs may set limits specifying the maximum amount of cash you may withdraw. You may have to pay a fee every time you withdraw cash regardless of the amount withdrawn.

### 2.1.1 Card in digital wallet with spending limit

You may allow others, for example your child, to pay using your Visa/Dankort card as a virtual card in a digital wallet (for example a Dankort card on a mobile phone) subject to special limitations.

This is done via special mobile phone apps with which you can set up a payment option that uses your Visa/Dankort card and define spending limits. When you have set up the card, the person in question can use his or her mobile phone to pay for purchases at merchants.

Information on how to set this up and user instructions are given in the app.

### 2.1.2 Loyalty programmes

You can register the Dankort card and the Visa card for various loyalty programmes.

The Dankort card may be registered only with loyalty programmes that have been approved by Nets. Go to this website to see the loyalty programmes that have been approved: <http://dankort.dk/Pages/Loyalitetskort.aspx>

## 3 Visa/Dankort card use

### 3.1 Payment

Before you authorise a payment or cash withdrawal, you must always check that the amount is correct. Payments which you have authorised cannot be revoked. See, however, clauses 8 and 9 regarding the possibility of reversing a payment.

You should always make sure to get a receipt for your transaction (in certain self-service machines, however, you may not get a receipt). 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 until you have verified that the correct amount has been debited to your account (see clause 7).

You can use your Visa/Dankort card in the following ways:

Reading/checking of data on the card via chip or magnetic strip and PIN.

- Using the chip or magnetic strip and signature
- Using the contactless payment function
- Using the wallet – for instance Dankort card on your mobile phone
- Using the chip or magnetic strip but not the PIN at self-service machines

By entering information from the card (for example in connection with online purchases where data cannot be read digitally)

- By registering the card number, expiry date and card validation code (typically, where you enter the information yourself)

By registering card data in advance, for instance for

- agreements with individual merchants to register card data for use in connection with future purchases approved and initiated by you

- subscriptions under which the merchant draws amounts according to specific agreement with you
- agreements with providers of a digital wallet in which you register your card data for use in connection with future purchases approved and initiated by you

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

Never sign a receipt if the amount is not stated or if the amount is incorrect.

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

If you authorise a merchant to debit an additional amount (a service tip, for example) on your Visa/Dankort card, you must ask for a receipt for the full amount.

When you use your Visa/Dankort card to hire a car or pay for hotel accommodation, for exam-

ple, you will often be asked to sign a receipt that allows the car hire company or the hotel to subsequently debit additional amounts. 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 clause 8).

Merchants such as car hire companies and hotels can also reserve an amount through your card to cover the final invoice in full or in part. A merchant may reserve only the amount to which you have given your consent.

### 3.2 Contactless payment

If your card allows contactless payment, you can make purchases at merchants offering that service. Contactless payment terminals allow you to use the card without inserting it into the payment terminal. Instead, you accept payment by holding the card close to the terminal (at a distance of 0-3 cm). Terminals with a contactless function bear the following symbol:



An amount limit applies to each transaction made without entering your PIN (see clause 2.5).

At regular intervals, you will be asked to approve the payment by entering your PIN even if the amount does not exceed the current limit for purchases made using the contactless payment function.

### 3.3. Dankort card on your mobile phone and virtual cards in digital wallets

You may connect your Visa/Dankort card to an app on your mobile phone and use this function to pay with your Dankort card for example (Dankort card on your mobile phone). You can see a list of approved digital wallets on the Dankort website:  
<http://dankort.dk/Pages/Dankort-i-apps.aspx>

You can register in all approved wallets that have opened up for Dankort card on your mobile phone from us. Registration takes place by use of NemID (or similar security). In the app, you can register the physical card you wish to use for payments. Furthermore, you will be

asked to choose a personalised security feature, for example a PIN, to be used if a purchase made with your Dankort card on your mobile phone, for example, requires you to use a personalised security feature.

Information and guidelines on setup and use appear from the chosen digital wallet. There may be limits to how many times you can link the physical Dankort card to your mobile phone.

You cannot use Dankort card on your mobile phone for purchases online, by mail order and telephone order.

### **3.4 Self-service machines without PIN**

At certain self-service machines, you can use your Visa/Dankort card without entering your PIN or signing a receipt. In such machines, you accept the transaction when your Visa/Dankort card is read by the machine or when you subsequently press the button to approve the transaction.

### **3.5 Using card number, expiry date and card validation code**

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

If the merchant uses Verified by Visa/Visa Secure or Dankort Secured by Nets (see clause 6), you will generally have to apply one further personalised security feature. It may, for example, be a one-time password received by text message in connection with the purchase. This password is the merchant's guarantee that it is the card holder who is in possession of the card when the payment is made. Before you enter the code, please make sure that the merchant's name and the correct amount appears from the text message containing the code. With some merchants, you may use your NemID as an additional personalised security feature.

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

Never disclose your PIN or similar personalised security feature in any of the above transactions.

### **3.6 Advance registration of card data**

You can register your card data with a specific merchant or with a provider of a digital wallet so you will not have to enter your card data when approving future online purchases. You must follow the instructions provided by the merchant or the wallet provider.

Go to the Dankort website <http://dankort.dk/Pages/Dankort-i-apps.aspx>, to see which digital wallet providers and unique device IDs have been approved.

You can agree with a merchant that the merchant will keep a record of your card data for future payments of a subscription or other recurring purchases. The merchant automatically debits the agreed payments to your account, and you will thus not be required to approve each individual payment. When you use your card data in this way, please ensure that

you can terminate the subscription again and note the conditions that apply.

If your card is replaced, you must update your card information with merchants who have your card data on record and whom you wish to continue to be able to pay without being required to approve the transactions. This will not happen automatically.

#### 4 Protection of your Visa/Dankort card and PIN

##### 4.1 Card

Your card is personal and may be used only by you. When you receive your card, you must immediately sign it in the signature field on the back. You may not hand over or give the card to other persons.

This also applies to a Dankort card on your mobile phone. See, however, Virtual card in digital wallet with spending limit.

##### 4.2. Personalised security feature

Your personalised security feature, for example your PIN, is personal and may be used only

by you. You will automatically receive a PIN for your card. When you receive your PIN, you must check whether others may have had access to it.

Memorise your PIN and subsequently destroy the letter. Do not keep your PIN with your card or write it on your card. Also do not save the PIN on or together with your mobile phone.

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

If you suspect that others have had access to your personalised security feature, please contact us immediately.

##### 5 Authorisation to use your account

If you want another person to be able to use your account for Visa/Dankort card transactions, that person must be authorised to operate your account and must have his or her own

card with his or her own personalised security feature/PIN. The cardholder is subject to the same conditions as those you must observe.

However, special conditions apply to Dankort card on your mobile phone with spending limit. See clause 2.10.

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

#### 6 Secure online payments

Verified by Visa/Visa Secure and Dankort Secured by Nets offer extra protection against unauthorised use of card data in connection with online purchases.

This protection is generally applied when you shop online, and it is the merchant who must offer this security solution.

In certain cases, Danske Bank is legally entitled to reject your payment if the merchant does

not offer you the possibility of using an additional security feature.

When you shop online, you must enter a one-time password after having entered your card details. You receive the one-time password by text message from Nets when you are making the payment.

When you shop online, you may also have to use your NemID to approve the transaction after having entered your card details. This applies, for example, if your mobile number is not registered with us or your mobile number has changed (see clause 6.1).

### 6.1 Registration

When you receive your new card, it will automatically be registered with Verified by Visa/Visa Secure and Dankort Secured by Nets if we have your mobile number in our systems. We disclose your mobile number to Nets in order for Nets to be able to send you one-time passwords.

If you change your mobile number, please update your information on [danskebank.dk/betalsikkert](https://danskebank.dk/betalsikkert). If we do not have your mobile number in our systems, you can complete your transactions using your NemID. You can also register your mobile number with Nets using your NemID to receive the one-time password you need to complete a transaction.

Please note that not all Dankort card transactions will require Dankort Secured by Nets even though the merchant indicates that it uses this feature. Certain transactions and transactions from merchants which you may pre-register with us/in Danske Mobile Banking/in Danske eBanking may sometimes be completed without the use of Dankort Secured by Nets.

### 6.2 Security – card and telephone

Since your mobile phone becomes an element of the added protection offered by Verified by Visa, you must make sure that others do not have and cannot get access to both your card and your mobile phone. We therefore recom-

mend that you use a code to access your mobile phone.

If you lose the mobile phone on which you receive one-time passwords, you must change/deregister the phone number with Verified by Visa as quickly as possible. If you also lose your card, you must block it (see clause 10).

## 7 Checking entries on your account

You have an obligation to check the entries on your account on a regular basis. If, when checking your account entries, you discover any transactions that do not match your receipts, or that you believe that you have not made, you must contact us as soon as possible. In this connection, you must be aware of the deadlines stated in clauses 8 and 9.

In connection with the regular checking of your account entries, you must be aware that when you use your card to make online purchases or purchases by mail order or telephone order, the merchant may generally not debit the

amount until the goods have been dispatched. When booking, for example, plane tickets or concert tickets, the merchant will, however, debit the amount already when you book the flight or concert ticket.

## 8 Reversal of authorised payments

### 8.1 If you did not know the final amount when authorising a payment

If you did not know the final amount when you authorised the payment, and the amount subsequently debited to your account is considerably higher than you could reasonably expect, you may be entitled to a reversal of the payment. This may, for example, be the case if you hire a car or check out of a hotel, where you have authorised the merchant to debit your card, for example for refuelling the vehicle or restocking the minibar.

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

### 8.2 Purchases online, by mail order and telephone order, etc.

If you have used your card to buy goods or services

- online
- by mail or telephone order
- in other situations where the card is not read but where card data and the personalised security feature (for example one-time password, NemID or the like) was used to complete the transaction
- at self-service machines where your PIN is not required

you may be entitled to have a payment reversed if

- the merchant has charged a larger amount to your card account than agreed
- the goods or services ordered have not been delivered
- you exercise your statutory or agreed right of cancellation before the goods or services have been delivered

Before contacting us, you should first try to solve the problem with the merchant. You must

be able to document that you have contacted or tried to contact the merchant.

You must submit your dispute to us as soon possible, and, if possible, not later than two weeks after you discovered or should have discovered that one or more amounts had been fraudulently debited to your account. When we assess whether you have contacted us in due time, we attach importance to your duty to regularly check entries in your account (see clause 7).

We will subsequently investigate your objection. While your objection is being investigated, the disputed amount will normally be credited to your account. If your complaint subsequently proves to be unjustified, we will once again withdraw the amount from your account.

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



These conditions apply irrespective of whether you have used your physical card, your card in a digital wallet or via a digital wallet.

### 8.3 Overview of your possibilities of having a payment reversed in connection with distance sales

The situation may differ depending on whether payment was made with your Dankort or Visa card. You can obtain information about this at [danskebank.dk/indsigelse](https://danskebank.dk/indsigelse).

### 9 Reversal of unauthorised payments

If you believe that your Visa/Dankort card has been used for one or more unauthorised payments, you must contact us as soon as possible.

When we assess whether you have contacted us in due time, we attach importance to your duty to regularly check entries in your account (see clause 7). In any case, you must contact us within 13 months of the amount having been debited to your account.

We will subsequently investigate your objection. While your objection is being investigated, the disputed amount will normally be credited to your account. If your complaint subsequently proves to be unjustified, we will once again withdraw the amount from your account.

If the investigation shows that there was unauthorised use of the card by other parties, we may hold you liable for this (see clause 11).

If your objection proves to be unjustified, we may charge interest from the time when the amount was credited to your account and until it is withdrawn again as well as a fee for obtaining any copies of receipts, see the list of fees and charges.

### 10 Your duty to block your card

#### Cards

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

- you lose your card
- someone else knows your personalised security feature
- you discover unauthorised use of your card

- you suspect that your card has been copied
- you suspect potential unauthorised use of the card.

In Danske eBanking and Danske Mobile Banking, you can block your card immediately.

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

When a card has been blocked, you will be informed about why and when the card was blocked.

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

Please note that if your card is blocked, you cannot use it in wallets.

#### Cards in wallets

- As with the physical card, you must also block your virtual card on your mobile phone if you lose your phone

- you become aware of unauthorised use of your virtual card on your phone
- you otherwise suspect that a card in your wallet may have been used without your authorisation

You can block your card by calling us on tel. +45 70 123 456 (open 24 hours a day). When you call, state your name and address and, if possible, your card and account number or CPR number.

When a virtual card in a digital wallet on your mobile phone has been blocked, you will be informed of why and when the card was blocked.

If your mobile phone with a blocked card is found again, please contact us to agree on what you should do.

If someone else finds out the PIN for your mobile phone or the digital wallets in which your card is registered, you must change the PIN immediately. Follow the instructions in your

digital wallet and contact us for further information about what you should do.

### 1.1 Your liability in case of unauthorised use

If your Visa/Dankort card has been subject to unauthorised use by another person, Danske Bank covers the loss unless the circumstances of the loss fall within those listed in clause 1.1. In such cases, Danske Bank has the burden of proof.

In case of unauthorised use of your Visa/Dankort card by another person who has also used your personalised security feature, you may be liable to pay up to DKK 375 of the total loss.

In case of unauthorised use of more of your cards with the same personalised security feature (for example the PIN) in connection with the same incident, you may be liable to pay up to a total of DKK 375. It is a condition, however, that you block all cards at the same time. This applies to cards issued by Danske Bank.

You must cover losses up to DKK 8,000 if your Visa/Dankort card has been subject to unauthorised use by another person and your personalised security feature has been used, and

- you failed to notify us immediately after you discovered that your card or your mobile phone with the card in a digital wallet was lost or that another person had found out your personalised security feature, or
- you knowingly disclosed your personalised security feature to the person who used your card without authorisation, while you did not and could not be expected to realise that there was a risk of unauthorised use, or
- you made the card abuse possible through gross negligence.

Your total liability cannot exceed DKK 8,000.

Your total liability is limited to DKK 8,000 if two or more of your cards for which you have a single PIN have been used fraudulently in the same incident. However, this requires that all cards with the same PIN are blocked at the same time. This applies to cards issued by Danske Bank.

You are liable for the full loss if your PIN has been entered in connection with the unauthorised use of your card in the following circumstances:

- You willingly gave the personalised security feature information to the person who used your Visa/Dankort card without authorisation
- You should 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 these conditions. Your obligations include keeping your card and mobile phone safe, protecting your personalised security feature (for example, the PIN) (see clause 4), and blocking your card (see clause 10).

If you have several cards with the same personalised security feature, the unlimited liability applies to each card which has been subject to unauthorised use.

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

You are also not liable if the loss, the theft or the unauthorised acquisition of the personalised security feature could not be detected by you prior to the unauthorised use.

Furthermore, you are not liable for unauthorised use of the card if this is attributable to actions by Danske Bank's employees, agents or branches or by an entity to which Danske Bank's activities has been outsourced or due to such entity's lack of action.

Danske Bank's liability for your loss is as stipulated in the Danish Payments Act (*Lov om betaling*) if the payee knew or should have known that this was a case of unauthorised use of the card.

Danske Bank is also liable as stipulated in the Danish Payments Act if you incur a loss as a

consequence of unauthorised use where Danske Bank does not require use of a personalised security feature, unless you have acted fraudulently.

You are only liable for loss resulting from other persons' unauthorised use of the card if the transaction is correctly recorded and entered in the accounts of Danske Bank.

## 12 Danske Bank's rights and liability

### 12.1 Notification to you in case of unauthorised use and security threats

We contact you if we suspect or discover unauthorised use of the agreement. 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 message in Danske eBanking, Danske Netpost or e-Boks, by email or by telephone.

### 12.2 Danske Bank's right to block your Visa/Dankort card

We are entitled to block your Visa/Dankort card if

- your card account is closed, or
- you violate these conditions, or your card account shows an excess, or
- your Visa/Dankort card has been subject to unauthorised use or is suspected of having been subject to unauthorised use by a third party

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

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

When we have blocked your Visa/Dankort card, we will send you a letter stating the reason for and the time of the blocking. We can contact you by telephone or in another safe way, if we suspect that your card has been used fraudulently or in the event of unauthorised use or security threats.

### 12.3 Card replacement

We are entitled to replace your card at any time.

### 12.4 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 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 start-

ed such conflict and regardless of its cause (this also applies if the conflict affects only part of Danske Bank) (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

### 12.5 Industrial conflicts

You cannot use your Visa/Dankort card in Denmark if Danske Bank and/or our operational centres are involved in an industrial conflict. You will be informed as soon as possible through the Danish daily press of the beginning and conclusion of such conflict.

You cannot expect to use your Visa/Dankort card outside Denmark if one or more of Danske Bank's operational centres and/or one or more of our international business partners become involved in an industrial conflict. When industrial conflicts occur outside Denmark, you can still use your Visa/Dankort card in Denmark.

#### **12.6 Defective goods or services**

Danske Bank is not liable for defective goods or services provided by a merchant. Any complaints concerning faults or defects in the services provided must be addressed to the merchant.

#### **13 Expiry**

You may use your card until the expiry date stated on the card. On expiry, your card will be invalid. Dankort card on your mobile phone expires at the same time as the card to which it is linked.

You will receive a new card before your existing card expires. We may also inform you that

you can pick up your new card at one of our branches.

#### **14 Termination**

We may terminate the agreement at two months' notice. In the event of termination, you will be reimbursed a proportionate share of any fees that you may have paid in advance for use of the card.

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

If you or Danske Bank terminates the agreement, you must return your card to us. If you return the card by post, you must cut it in half before sending it.

#### **15 Changes to the card conditions**

We may make changes to these conditions and the list of fees and charges without notice if the changes are to your advantage. If the changes

are not to your advantage, we will give you two months' notice.

We notify you of changes by letter or digital message. You must inform us of any changes in your postal and/or e-mail address. If you fail to do so, you cannot hold us responsible for not having notified you of changes to these card conditions.

Changes to the card conditions will be regarded as having been accepted unless, before the changes take effect, you inform us that you do not wish to be bound by the new conditions.

If you inform Danske Bank that you do not wish to be bound by the new conditions, the agreement will be regarded as having been terminated as from the date on which the new conditions take effect. If you have paid a year's fee in advance, you will be reimbursed a proportionate share of the fee.

## 16 Complaints

You should always contact your branch in case of a disagreement on a business matter. You are also welcome to call us at +45 33 44 00 00, the line is open on all days. In this way, we make sure that such disagreement is not based on a misunderstanding.

If you still disagree with or are dissatisfied with the outcome, you must write to our Legal Department, which is in charge of handling customer complaints at Danske Bank.

The address is

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

If you are dissatisfied with the outcome, you may submit a complaint to Danish Complaint Board of Banking Services at the following address:

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

You may also submit a complaint to the authorities supervising Danske Bank's compliance with the Danish Payments act. The Danish Consumer Ombudsman supervises compliance with the duty of disclosure in connection with the provision of payment services, rights and obligations for the use of payment services, use of payment data and information on fees. The Danish Competition and Consumer Authority supervises rules on fees in general.

The Danish Consumer Ombudsman  
 The National Consumer Agency of Denmark  
 Carl Jacobsens Vej 35  
 DK-2500 Valby  
[Forbrugerombudsmanden@kfst.dk](mailto:Forbrugerombudsmanden@kfst.dk)

If you want to complain because your card has been blocked, you must contact your branch. If

your complaint is rejected, you may complain to the Danish Data Protection Agency at the following address:

Datatilsynet  
 Borgergade 28, 5. sal  
 DK-1300 København K

## 17 New copies of card conditions

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

## 18 Fees and currency conversion

### 18.1 Danske Bank's fees and charges

Any fees are specified on [danskebank.dk](http://danskebank.dk). It is also stated when they are charged and whether or not they are charged in advance.

### 18.2 The merchant's fees

When you use your Visa/Dankort card abroad or to make online purchases from a merchant abroad, the merchant may charge a fee.

### 18.3 Conversion rate when using the card abroad

Purchases and cash withdrawals made abroad are converted into Danish kroner, see the list of fees and charges. The amount will always be debited to your account in Danish kroner.

Conversion of foreign currencies to Danish kroner is based on an average rate calculated from Visa exchange rates for all transactions on that day in the same currency, plus a variable margin fixed by Danske Bank. See the Visa exchange rates at [www.nets.eu/valutakurser](http://www.nets.eu/valutakurser) - (website available in Danish only).

An exchange rate may change from the time you use your Visa/Dankort card until the amount is charged to your account.

Some countries, mainly outside Europe, may operate with several official exchange rates, depending on the source of the exchange rate.

### 18.4 Currency conversion by merchants abroad (Dynamic Currency Conversion)

If you use your card abroad, the merchant may offer to convert the amount into Danish kroner before the payment transaction is processed. Before you accept this conversion, the merchant must inform you of any fees and the exchange rate that will be used for the conversion.

You should be aware that the exchange rate that the merchant uses may differ from the exchange rate that we use, and that we do not have any influence on the exchange rate used by the merchant.

### 19 Credit assessment of the card applicant

We will assess your financial position before issuing a Visa/Dankort card to you.

### 20 Consent to use, retain and disclose data

On acceptance of these conditions and use of the Visa/Dankort card, you consent to our processing your personal data. When you use the card, we consider the card number,

amount, date of use and location of use etc. to be personal data.

Processing of information about you is done solely for purposes necessary for you to use the card as agreed, including completion of transactions. The data is processed in accordance with applicable data protection legislation, including the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council).

The data is retained by the merchant, the merchant's bank and the bank's data supplier (for example Nets) and retained by us for bookkeeping, account specifications and any subsequent correction of errors. When you use the Visa part of your Visa/Dankort card, data for processing your payment will also be retained by Visa Inc. Visa Inc. is obligated to retain and process the data in accordance with the European Union's General Data Protection Regulation.

Data is disclosed only for processing of transactions when required by law or to prevent

unauthorised use of the card. The data is retained for the current year plus the following five years.

When you register for Dankort Secured by Nets and Verified by Visa/Visa Secure, your mobile phone number will be disclosed to and retained by Nets in order for Nets to be able to send you one-time passwords.

You can withdraw your consent to our processing your personal data at any time by contacting us. If you withdraw your consent, please note that you will no longer be able to use the card.

If you are dissatisfied with our processing of your personal data, you may submit a complaint to  
 Danske Bank  
 Legal Department  
 Holmens Kanal 2-12  
 DK-1092 København K

or to

Datatilsynet  
 Borgergade 28, 5. sal  
 DK-1300 København K

## 21 Registration of blocked Visa/Dankort card

If your Visa/Dankort card is blocked (see clauses 10 and 12), your card number will be included in the Danish banking sector's register of blocked Dankort and Visa/Dankort cards. Blocked Visa/Dankort cards may also appear on Visa's list of blocked cards.

The joint register of Dankort cards is available to banks and merchants accepting Visa/Dankort cards and allows them to check whether cards used for payment transactions are blocked.

## 22 Supervision

Danske Bank is subject to supervision by the Danish Financial Supervisory Authority and is registered in the Danish Financial Supervisory

Authority's register with registration number 3000.

## 23 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.

**Dankort card on your mobile phone:** A virtual version of the Dankort part of your Visa/Dankort card that can be linked to a wallet on your mobile phone.

**Dankort card on your mobile phone with spending limit:** Dankort card on your mobile phone with a spending limit solution under which the cardholder links a spending limit to a virtual card and gives someone else (typically a child) access to use the virtual card within the limit. The cardholder sets the limit for use of the virtual card.

A maximum limit for use set by Dankort (Nets) will always apply. For payment purposes, the



virtual card with a spending limit works in the same way as the Dankort card on your mobile phone.

**Dankort Secured by Nets:** Dankort Secured by Nets is a solution that offers extra protection of customer data in online transactions.

**Digital wallet:** A digital wallet is a personal software-based solution in which you register your card details for use in connection with future online purchases from a merchant.

**Dynamic currency conversion:** Used by some merchants so that you can pay in Danish kroner abroad. The merchant performs the currency conversion, and we have no influence on the exchange rate used.

**One-time password:** A password that you receive by text message on the registered mobile phone. You must use the password for future purchases from merchants that use the Dankort Secured by Nets and Verified by Visa solutions.

**Single PIN:** The same personal and secret PIN linked to several cards.

**Loyalty programmes:** Loyalty programmes is a collective term used for solutions in which the cardholder can register his or her card with a provider of a loyalty programme and subsequently, when using the card, earn bonus points, etc. or contribute to a charitable cause.

**Merchant:** All shops, hotels, restaurants or other outlets accepting Dankort and Visa cards.

**Contactless payment:** Contactless payment is payment using the card chip without having to insert the card into the terminal. You can simply hold the card within 0-3 centimetres of the contactless payment symbol on the card terminal to make a payment.

**Card:** The physical card

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

**NemID:** NemID is a digital signature. We distinguish between bank NemID and OCES NemID, but you can use both to register for Dankort Secured by Nets and Verified by Visa.

**Nets: Nets Denmark A/S** - the company that owns Dankort.

**Personalised security feature:** Personalised elements made available to you as the card holder in order to authenticate you. A personalised security feature may be a PIN, a code for a digital wallet, a fingerprint, face recognition or the like. Dankort Secured by Nets and Verified by Visa/Visa Secure are considered to be personalised security features.

**PIN:** The personal and secret number that is linked to your card. And the personal confidential code, you chose for your Dankort card on your mobile phone.

**List of charges:** The list of fees and other charges applicable at any given time. You may obtain a copy of the list of fees and charges

from Danske Bank's branches.

**Reference exchange rate:** An exchange rate used for translating non-Danish payments into Danish kroner.

**SSL:** SSL is short for Secure Sockets Layer. SSL is an encryption standard used to protect data during online transmission.

**Transaction:** A cash withdrawal or a single purchase in a physical store, online shop or the like.

**Unique device ID:** Unique device ID is used in payment software which is security- approved according to the PCI standard and in which the card holder may store parts of his or her card information.

When you want to pay in an online shop, you can retrieve saved card data so that you are required only to enter the card validation code (CVC/CVV) on the back of your payment card to approve the transaction.

**Verified By Visa/Visa Secure:** Verified by Visa/Visa Secure is a solution offering added protection of customer data in online transactions.

**Visa:** The organisation laying down the international rules for the Visa system.

**Visa/Dankort card:** A collective term for the physical card with Visa and Dankort logo, respectively.

**Wallet provider:** A provider of a wallet for use for Dankort card on your mobile phone.

**Wallet:** A personal software-based solution allowing you to store your Dankort card or other virtual cards on your mobile phone. The wallet is an app you can download to your mobile phone.

Effective from 18 June 2020

## 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 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. 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 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. 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.