

# TERMS AND CONDITIONS FOR ACCESS AGREEMENT - DANSKE EBANKING - CONSUMERS

Effective from 1 April 2019

Danske eBanking - consumers is Danske Bank's online banking system for personal customers.

## 1 Features of Danske eBanking

Depending on the features you have access to in Danske eBanking, you can

- check whether your salary has been deposited in your account
- pay bills
- transfer funds to your or other customers' accounts with Danske Bank, other banks in Denmark and banks in most other countries
- view share and bond prices
- trade securities
- receive documents such as account statements, annual statements, confirmations and direct debit payment summaries electronically
- read about Danske Bank's products and services
- monitor your spending on several payment accounts

You can also apply for certain types of loan and sign agreements with Danske Bank electronically.

Danske eBanking is open 24 hours a day, 365 days a year.

### Access to Danske Mobile Banking

When you have access to Danske eBanking, you also have access to our mobile banking solution. Simply register under the Mobile Services menu item in Danske eBanking to get a personal access code (service code) for Danske Mobile Banking. Then download the app in App Store or Google Play and log on using the service code.

The mobile banking solution offers many of the same features as the eBanking solution. For example, you can

- view account balances and entries
- pay giro and other payment forms
- transfer funds to your or other customers' accounts with Danske Bank and other banks in Denmark

Separate terms and conditions apply to the mobile banking solution. They are available at [danskebank.dk/vilkaar](https://danskebank.dk/vilkaar).

### Access to Danske Letbank

When you have access to Danske eBanking, you also have access to Danske Letbank, which is a simplified version of the eBanking solution with fewer features.

In Danske Letbank, you can

- view account balances and entries
- pay giro and other payment forms
- transfer funds to your or other customers' accounts with Danske Bank and other banks in Denmark

Separate terms and conditions apply to Danske Letbank. They are available at [danskebank.dk/vilkaar](https://danskebank.dk/vilkaar).

### 1.1 Access to accounts and custody accounts

In Danske eBanking, you can view and operate all your present and future accounts and custody accounts as well as accounts and custody

accounts that you are or will be authorised to view and operate.

To operate accounts of other Danske Bank customers, you must have a separate account mandate for each account.

To operate custody accounts of other Danske Bank customers, you must have a separate account mandate for each custody account.

The operation of accounts and custody accounts is governed by the rules applying to the individual accounts and custody accounts.

To make a domestic account transfer, you must enter the registration and account numbers of the payee's account and, where relevant, the date of the transfer (see the help functions for the individual screens).

To make an international payment, you must provide the account number/IBAN, SWIFT address and, where relevant, other information about the payee as well as the date of the payment.

The Terms and conditions for transfers to and from Denmark and transfers in foreign currency in Denmark – consumers as well as the help functions for the individual screens offer more information about the data required.

You must use the various features of Danske eBanking to pay payment forms, transfer funds and issue orders on securities trading. We cannot execute orders submitted by mail, even if the secure mail function is used.

When you have entered an order in Danske eBanking, you approve the payment/order with your password; see, however, the section below on international payments.

The time of approval is also the transmission time. Immediately after transmission, you receive confirmation that we have received your order and that it will be executed on the specified date (see, however, 1.2 Cut-off times, booking date and value date).

If you have ordered an international payment, you may get a message, along with our confirmation

that we have received your order, stating that we will send you a text message with a code to the mobile phone number you have registered in your Danske eBanking solution.

The text message will state the amount you are transferring and a code which you must enter in your Danske eBanking solution. If the code is not entered, we may choose not to complete the order.

We are not obliged to execute orders for which cover is insufficient or which cannot be executed because of incomplete information.

We are also not obliged to execute orders if you or your mandator is subject to bankruptcy, reconstruction or other insolvency proceedings; or opens negotiations for rescheduling of debt, debt relief or a composition with creditors, including a request for a voluntary composition with Danske Bank or any other creditor. Similarly, we are not obliged to execute orders if you or your mandator dies.

Furthermore, we are not obliged to execute orders, which are contrary to nationally or internationally agreed sanctions or which we cannot otherwise legally execute.

### 1.2 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of orders. See the Useful Information menu item in Danske eBanking for cut-off times for the various services.

### 1.3 Securities trading

Securities trades with us are subject to our Terms and conditions for trading in financial instruments.

Danske eBanking does not offer advisory services, only execution of orders.

Trades in shares, bonds and unit trust certificates/UCITS funds through Danske eBanking are execution only trades.

This means that we do not assess whether specific securities are appropriate for your portfolio, that is, whether you have knowledge of

and experience with the types of security in question.

### 1.3.2 Information in Danske eBanking

Danske eBanking contains a number of research reports, calculations, assessments and estimates prepared by us.

We strive to ensure that this information is correct and reliable. We do not, however, assume any liability for the accuracy and completeness of the information.

Moreover, Danske eBanking contains information obtained from Danske Bank's business partners. We have selected our business partners carefully, but assume no liability for the information passed on.

Similarly, we do not assume any liability for losses incurred as a result of actions taken on the basis of information provided in Danske eBanking.

Such information has been prepared exclusively for your guidance and does not constitute and should not be construed as an invitation or offer to

buy or sell securities or foreign exchange or to enter into contracts on financial instruments.

The information, research reports, calculations, assessments and estimates provided in Danske eBanking are not a substitute for your own judgement of whether or not to enter into any such transactions.

### 1.4 Amount limits

There is a limit to the maximum value of payments and cash transfers you can make each day.

A limit also applies to the value of each securities transaction.

Information on the current limits is available in Danske eBanking under the About Danske eBanking menu item, or you can contact your local branch for further details.

### 1.5 Spending overview

Danske eBanking allows you to view your account transactions, including where you have used your payment cards, payments made through

*Betalingservice* (direct debit) and transfers through eBanking or mobile banking.

We process information about your payments and transfers to be able to execute them and to correct any errors.

If you have access to 'Spending overview', you can view your expenses sorted by category. We sort payments and transfers by general categories, such as household goods and mortgage payments. You can also categorise your payments and transfers yourself.

The spending overview is compiled from information about who receives payments and transfers charged to your payment accounts, including payments registered for *Betalingservice* (direct debit). The overview also includes a list of where you have used your payment cards. Only you have access to your spending overview.

Not all types of payments, transfers and payment accounts are included in the overview.

## 2 Duty to protect your security solutions

### 2.1 Protection of your user ID, password, code card, code token and code app (NemID)

The rules on NemID, including the rules for keeping the user ID, password, code card, code token and code app safe, are set out in the rules on NemID for online banking and the public digital signature. These rules are available at [nemid.nu](http://nemid.nu) (in Danish).

Generally, your user ID, password, code card and NemID token may be used by you only.

Do not disclose your password or codes to anyone else, including members of your household, do not write down the password and keep it with your code card/token/app and do not write the password on the code card, token or app.

For security reasons, you should choose a password that you can remember and memorise it. If you suspect that somebody knows your NemID, you must contact us or DanID immediately (see 15 Blocking and notification in case of irregularities and unauthorised use).

### 2.2 Use of text message code, mobile phone and payment card number (back-up solution)

Your back-up solution is personal and may be used only by you. Do not disclose your text message code to anyone else and do not leave the mobile phone on which you receive codes and your payment card number with others, including members of your household.

### 2.3 Account mandates

If you require another person to be authorised to make enquiries about and/or operate your accounts and/or custody accounts through Danske eBanking, you must issue an account mandate. Your mandatary can then operate your accounts by logging onto Danske eBanking or Danske Letbank. If you no longer want the mandate to be in force, you must revoke it in writing.

## 3 Access to several Danske eBanking agreements

If you are a user under several Danske eBanking agreements, for example Danske eBanking

Association or Danske eBanking Business, you can log on and operate accounts under all the agreements using your NemID or the back-up solution.

Each time you log onto Danske eBanking, choose the agreement that you want to access.

You can also choose a default agreement for direct access each time you log on. You can switch to another agreement without having to log on again.

When you use your NemID or the back-up solution to operate accounts under other eBanking agreements under which you are a user, you are bound by the rules applying to the agreements in question, including the rules on liability in the event of unauthorised use by a third party. The rules on liability may differ for the individual eBanking agreements.

#### 4 Checking of account entries

When a transaction has been executed, it appears on the list of account entries in Danske eBanking.

The list displays all transactions executed during a period of up to 13 months back in time.

Each month, you can see the amount of fees paid over the past month.

In addition, you regularly receive account and custody account statements in your electronic mailbox as prescribed by the terms and conditions governing the individual accounts (see 13 or your e-Boks).

Note that there may be transactions that have not yet been finally registered on your account or custody account.

You are obliged to check entries in your accounts and custody accounts regularly. If you see transactions that you do not believe you have authorised, you must contact us as soon as possible – with due consideration to the time limits listed in 6.

#### 5 Revocation of approved payments/orders

You may revoke orders for transfers and payment of payment forms made via Danske eBanking until the last business day before the requested execution date.

You may revoke payments via *Betalingservice* (direct debit) until the seventh day of the month of payment. If this is not a business day, the deadline is the preceding business day.

See Questions & Answers in Danske eBanking for guidelines on how to revoke a payment.

Orders for average-price trades (not immediate trades) may be cancelled on the same day as they are placed, while orders for future securities trades may be cancelled until the day before the execution date.

See the help function in Danske eBanking for guidelines on how to revoke securities trades.

Contact us if you need to revoke other order types.

## 6 Unauthorised payments/orders

If you believe that one or more payments/orders have been executed without your authorisation, 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 and custody account (see 4). In any circumstances, you must contact us 13 months at the latest after the amount was charged to your account.

### 6.1 Processing of objections against unauthorised payments

When you have contacted us, we examine your objection. While we do so, the amount in question will normally be deposited in your account.

If we find your objection unjustified, we will withdraw the amount from the account.

If our investigation shows that another person has used your access to Danske eBanking fraudulently, you are liable according to the rules

in 7 on your liability in the event of unauthorised use of Danske eBanking.

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

## 7 Liability on unauthorised use

### 7.1 Unauthorised use of NemID

You are liable for losses up to DKK 375 if your NemID has been subject to unauthorised use.

You are liable for losses up to DKK 8,000 if we can prove that your NemID was used and you did not block your agreement as soon as possible after you discovered that you had lost your code card or that another person had obtained your password or one or more of your codes.

The same applies if you informed the unauthorised user of your password or one or more of your codes but are not fully liable for the loss under

Danish law, or if, through gross negligence, you made unauthorised use possible.

You are liable for the full loss if your NemID was used and we can prove that you disclosed your password or one or more of your codes to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use.

You are also liable for the full loss if you committed fraud or deliberately omitted to protect your NemID (see 2.1) or block the agreement (see 16).

You are not liable for losses arising after we have been asked to block your agreement.

Read more about the rules on liability in sections 97, 98 and 100 of the Danish Act on Payments (*Lov om betalinger*) (available at [danskebank.dk/lovuddrag](http://danskebank.dk/lovuddrag)).

If your NemID is used for other Danske eBanking agreements under which you have access as user, the rules on liability covering the agreements in question apply (see 3).

## 7.2 Unauthorised use of the back-up solution

You are liable for losses up to DKK 375 if your back-up solution has been subject to unauthorised use.

You are liable for losses up to DKK 8,000 if we can prove that your back-up solution was used and you did not block the agreement as soon as possible after you discovered that another person had fraudulently obtained your text message code and/or payment card number.

The same applies if you informed the unauthorised user of your text message code and/or payment card number but are not liable for the full loss under Danish law, or if, through gross negligence, you made unauthorised use possible.

You are liable for the full loss if your back-up solution was used and we can prove that you disclosed your text message code and/or payment card number to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use.

You are also liable for the full loss if you committed fraud or deliberately omitted to protect your back-up solution (see 2.2) or block the agreement (see 9.3 of the Conditions for agreement on electronic signature - consumers).

You are not liable for losses arising after we have been asked to block your agreement.

Read more about the rules on liability in sections 97, 98 and 100 of the Danish Act on Payments (*Lov om betalinger*) (available at [danskebank.dk/lovuddrag](http://danskebank.dk/lovuddrag)).

If your back-up solution is used for other Danske eBanking agreements under which you have access as user, the rules on liability covering the agreements in question apply (see 3).

## 8 Exchange of information

The services you receive through Danske eBanking, including price information, are intended exclusively for your own use, and you are not allowed to pass on this information to others,

with or without consideration, unless you have received written permission from us to do so.

## 9 Changes to terms and conditions and system features

We reserve the right to amend these terms and conditions and to adjust system features without prior notice if the changes are to your advantage. Changes to your disadvantage are subject to two months' notice.

We notify you of changes via, for instance, Danske eBanking or by email or letter.

When we change the terms and conditions, you must inform us - before the changes take effect - if you do not want to be bound by the new terms and conditions. If we do not hear from you, you will be bound by the changes.

If you inform us that you do not want to be bound by the new terms and conditions, the agreement will terminate when the new terms and conditions take effect.

We continually develop and adjust our electronic services, and additional services may be offered in the future. In some cases, new electronic services will require a separate agreement. You will be informed accordingly.

### 10 Termination

You may terminate your Danske eBanking agreement at any time by giving us written notification.

We may terminate the agreement at two months' written notice. If you fail to fulfil your obligations under the agreement, we are entitled to terminate it without notice, however.

Orders and agreements entered into prior to termination will be executed (see, however, 1.1).

### 11 Costs associated with access and use

An updated list of charges is available under the Useful information menu item in Danske eBanking.

Transaction fees are charged to the accounts used for the transactions.

We may charge a fee for help to recover funds transferred to an account by mistake because you stated a wrong unique identifier.

### 12 Use, storage and disclosure of personal data and information about purchases etc.

When you use Danske eBanking, we register your user ID, your and your payees' account numbers and the amount and date of the transaction.

If you use the system for transfers, we forward information on amount and transaction date as well as any message from you to the payee.

Data is transmitted through the payee's bank and its data and settlement centre.

The information is stored by the payee's bank and Danske Bank. The information is used by the banks for bookkeeping purposes, account statements and subsequent correction of any errors.

The information is passed on to others only if required by Danish law or if it is needed for legal actions arising out of the use of the system. The information is kept on file for the year of registration and the following five years.

### 13 Automatic registration for receipt of documents (mail) in digital mailbox

The conditions in 13 apply only if you do not have e-Boks.

On entering into an agreement on Danske eBanking, you automatically register for receipt of documents (mail) from us in your digital mailbox.

You receive digital documents from us to the same extent and with the same legal validity as printed documents.

If you already have an agreement with us to the effect that another person receives your documents (mail) from us in his or her e-Boks, that agreement will be terminated, and you will begin to receive documents from us in your digital mailbox.



Note that it may take up to 12 days from termination of the agreement until the change takes effect.

### 13.1 Documents received digitally

You receive all documents that we send digitally in your digital mailbox. You thus no longer receive the printed documents.

We regularly add new documents to the range we send digitally.

### 13.2 Storage etc.

We store documents sent digitally to the digital mailbox for at least the year during which the documents were sent plus five years. The documents are deleted if you switch to another bank or terminate your Danske eBanking agreement.

If you want to store the documents yourself, you can print them or save them on your computer.

### 13.3 Responsibility and liability

#### 13.3.1 Your responsibility

You are responsible for opening and checking the documents that we send digitally. You should carefully check documents sent digitally, and you have the same responsibility as if you had received the printed versions of the documents by mail.

If you do not have access to Danske eBanking for a while, you must immediately inform us whether you want to receive printed documents by mail instead.

#### 13.3.2 Our liability

Danske Bank's liability is governed by the rules on liability as specified in the Terms and conditions for Agreement on electronic signature – consumers. We reserve the right to send documents normally sent digitally in printed versions by letter.

#### 13.4 Deregistration

You may deregister for receiving documents digitally at any time through Danske eBanking or by contacting us. Note that it may take up to 12 days for deregistration to take effect.

### 13.5 Termination

If your Danske eBanking agreement is terminated – irrespective of the reason – you will no longer receive documents in your digital mailbox (see also 13.2 Storage etc.).

### 13.6 Digital payment information

If, now or later, you choose to pay bills through *Betalingservice* (direct debit), your registration for receipt of documents (mail) from us in your digital mailbox also covers your payment information. We will then send future payment summaries to your digital mailbox only.

The Terms and conditions for Access agreement on receipt of electronic payment information apply to this service.

### 14 Technical requirements

To use digital services, you need internet access and a web browser.

Read more about how to set up your computer on our website.

### 15 Blocking and notification in case of irregularities and unauthorised use

You can block your Danske eBanking agreement 24 hours a day by calling our blocking service at +45 70 20 70 20.

We subsequently send you written confirmation of the blocking, specifying the time when we received your request.

You can also block access to your Danske eBanking agreement by blocking your code card/NemID token and your password or your NemID and asking us to close access through your back-up solution.

You must inform us immediately if you discover or suspect irregularities or unauthorised use of your eBanking agreement.

We reserve the right to block your eBanking agreement without notice if we discover or suspect irregularities or unauthorised use of the agreement.

You must contact Customer Support to cancel the blocking (see below).

### 16 New copy of these terms and conditions

Should you need an additional copy of these terms and conditions, you can either request one from your branch or download it on [danskebank.dk/terms-and-conditions](http://danskebank.dk/terms-and-conditions).

### 17 Support Direct, tel. +45 70 10 55 01

Support Direct can answer your questions regarding the use of Danske eBanking.

The opening hours are

Monday-Thursday	8.00am - 9.00pm
Friday:	8.00am - 6.00pm
Saturday	10.00am - 6.00pm
Sunday	10.00am - 9.00pm

Calls to Support Direct are charged at normal call charges.

You can also contact Support Direct through Danske eBanking or at [danskebank.dk](http://danskebank.dk).

### 18 Complaints

You should always contact your branch in case of disagreement on your business relations with us. You are also welcome to call us on tel. +45 70 12 34 56 (the line is open seven days a week). This will enable us to make sure that the disagreement is not based on a misunderstanding.

If you still disagree or are not satisfied with the outcome of your complaint, please contact our Legal Department, which is in charge of handling customer complaints. The address is

Danske Bank  
 Legal Department  
 Holmens Kanal 2-12  
 DK-1092 København K  
[klageservice@danskebank.dk](mailto:klageservice@danskebank.dk).

If your inquiry does not lead to a satisfactory outcome for you, you may file a complaint with the Danish Complaint Board of Banking Services at the following address:

Det finansielle ankenævn  
(The Danish Financial Complaint Board)  
St. Kongensgade 62, 2. sal  
DK-1264 København K  
fanke.dk.  
or the Danish Consumer Ombudsman:

Forbrugerombudsmanden  
Carl Jakobsens Vej 35  
DK-2500 Valby  
forbrugerombudsmanden@kfst.dk