



## CARD CONDITIONS



## CARD TYPES

- MasterCard Corporate Classic
- MasterCard Corporate Gold
- MasterCard Corporate Platinum
- MasterCard Dobbeltkort

## SECTION A

### COMMON CONDITIONS

MasterCard Corporate Card ("MasterCard") is available to companies (corporate cards) and to private individuals under corporate card agreements.

#### Definitions

**Outlet:** Any place where you can use the MasterCard for payment of goods and services.

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

**MasterCard:** An international payment card issued and managed by Danske Bank A/S, Holmens Kanal 2-12, DK-1092 Copenhagen K, tel. +45 70 20 70 20.

**MasterCard SecureCode:** A security system that protects you against unauthorised use of card data when shopping online.

**Sign up for MasterCard SecureCode:** The first time you use your MasterCard for paying online at participating SecureCode retailers, you must sign up for SecureCode. You can then use your MasterCard SecureCode for your future online shopping.

**Statement:** A monthly statement showing your MasterCard payments, withdrawals, etc. If there have been no entries in your card account, you will not receive a statement. A statement is issued at least once every month. The statement date is always a banking day.

**Due date:** The day the outstanding balance is drawn on your current account; that is the first banking day of the month after the statement date.

**Purchase limit:** The maximum amount you may draw on your MasterCard card account.

**Purchase period:** The period of time between two statement dates.

**Overdraft interest:** Interest charged on the part of the balance that exceeds the purchase limit or credit limit, or on an amount not paid on the due date.

**Fee period:** The period that begins when the card account is opened. The card fee is payable once every year.

#### 1. Extent of use

You may use the card as a debit card and cash card in Denmark and outside Denmark.

- 1.1. Using your card as a debit card  
You may use your card to pay for goods and services provided by an outlet that accepts the MasterCard or any other card covered by a co-operation agreement with MasterCard.
- 1.2. Using your card as a cash card  
You may use the card to withdraw cash from cash dispensers affiliated with the MasterCard system or any other card covered by a co-operation agreement with MasterCard.

When you use your card in cash dispensers bearing the MasterCard/Eurocard logo, you can withdraw a maximum of

- DKK3,000 per day and DKK15,000 within a 30-day period if you have a Classic card
- DKK6,000 per day and DKK50,000 within a 30-day period if you have a Gold card
- DKK8,000 per day and DKK50,000 within a 30-day period if you have a Platinum card.

Local withdrawal limits may apply outside Denmark. Because of these restrictions, you may have to pay the fee more than once.

You may also use the card to withdraw cash from banks, foreign exchange offices, etc., in or outside Denmark that are affiliated with the MasterCard/Eurocard system.

- 1.3. Issuing of cards and opening of card accounts

#### *Cards with personal liability:*

Before we issue the card and open the card account, we assess your financial situation (see 4). Cards may be issued only to persons who have reached the age of 18.

If you have a card with personal liability you must hold an account with a bank in Denmark to which we can charge monthly payments.

We will send a card for which you are personally liable by ordinary mail to the private address on our files.

We open a card account in your name when your card is issued. Whenever you make a payment or a withdrawal with your card, the transaction is entered into your card account.

#### *Cards with company liability:*

When issuing corporate cards, we assess the financial standing of the company in question (see 4). Cards may be issued only to persons who have reached the age of 18.

We send corporate cards to the business address.

We open a card account in the company's name when cards are issued to the company. Whenever an employee makes a payment or a withdrawal with his or her card, the transaction is entered into this account.

The date of expiry is embossed on the card.

#### 2. Conditions on holding and using the card

- 2.1. Delivery and safeguarding of your card, your PIN and your MasterCard SecureCode  
On receipt of the card, you must sign in the signature field on the back of the card. The outlet compares the signature on the card with your signature when you use your card. After issuing your card, we send a PIN separately to your



home address. Your PIN is generated and printed by a computer without anyone's knowledge of the number. You must inform us if the letter containing the PIN is not intact when you receive it. You must keep your card safe and check regularly that you have not lost it.

You must not keep your PIN with your card or write it on your card. You should memorise your PIN and destroy the letter containing your PIN. If you are unable to memorise your PIN, you must keep it in a safe place, preferably on a PIN memoriser, which is available free of charge from any of our branches.

Sign up for MasterCard SecureCode  
Before or the first time you use your card for paying online at participating MasterCard SecureCode retailers, you must sign up for MasterCard SecureCode. You can then use your SecureCode for your future online shopping at participating MasterCard SecureCode retailers.

- The SecureCode is made up by at least six characters with no spaces and must include figures as well as letters
- You may not use your PIN as part of the SecureCode
- You may not keep your SecureCode with your card or write it on your card
- You may not disclose the SecureCode to others or in any other way let others gain knowledge of your SecureCode
- If you have forgotten your SecureCode, you can order a new one at [www.danskebank.dk](http://www.danskebank.dk)

- 2.2. Use of the card, your PIN and your MasterCard SecureCode  
Only you may use the card and your MasterCard SecureCode. If you want another person to be able to make withdrawals from your card account, the person in question must be issued with his or her own family card and PIN [see 2.17.].

When you use your card, you must enter your PIN or sign a sales voucher. When you enter your PIN, make sure that

nobody else is looking over your shoulder. You may use your PIN only in Denmark and in cash dispensers linked to the MasterCard system.

When you use your card for online shopping, you must state card number, the card's expiry date, the card verification value code and, if relevant, your name and address. If the retailer is a participating MasterCard SecureCode retailer, you must also enter your MasterCard SecureCode.

If you use the card for purchases on the telephone or mail order, you must state your name, address, card number and the card's expiry date. If you purchase by mail order, you must sign the order form to authorise withdrawal from your card account.

When you make a purchase or a cash withdrawal, you will be given a receipt showing the date, amount and card number. You must make sure that the amount matches the amount of the purchase or withdrawal and that the date is correct. You should save the receipt until you have received your statement. [See also 2.7.]

Never sign a receipt if

- it does not state the amount
- the amount is incorrect.

Remember to get a receipt or a copy of the sales voucher.

You must check that the receipt/sales voucher matches the statement we subsequently send you. If you notice that the outlet makes more than one voucher with the impression of your card, you must make sure that unused ones are destroyed. You cannot revoke transactions carried out with the card.

- 2.3. Duty to have the card suspended  
You must contact the Bank as soon as possible if

- you lose your card
- another person gains knowledge of your PIN
- you suspect that the card has been copied or
- you suspect that the card may have been otherwise used fraudulently.

If you suspect that others have gained knowledge of your MasterCard SecureCode, you must change it immediately - you can do so at [www.danskebank.dk](http://www.danskebank.dk). You should not block your card if you have forgotten your MasterCard SecureCode. Instead you must sign up for a new SecureCode.

You must contact Card Service on +45 70 20 70 20. The service is open round the clock. When you call Card Service, state your name, address, card number and account number, if possible, or CPR number [civil registration number]. We will then immediately block your card. Your card is also blocked if we have reason to believe that it has been used fraudulently.

You will receive written notification that your card has been blocked with an indication of the time of blocking.

- 2.4. Your liability if others use your card fraudulently  
If your card and PIN have been used fraudulently by another person, you must cover losses up to DKK1,200 (excess).

You must cover losses up to DKK8,000 (including excess) if we can prove that your PIN was used and that

- you failed to notify us as soon as possible after you discovered
- that another person had learned your PIN
- you gave the PIN to the person who used it fraudulently
- you made unauthorised use of your card possible through gross negligence.



You must also cover losses up to Dkr8,000 (including excess) if your card has been read physically or electronically, a forged signature has been used and we can prove that

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

Your total liability cannot exceed Dkr8,000 if you are liable under both rules to cover losses up to Dkr8,000.

You are liable for the full loss if we can provide evidence that you gave your PIN to the person who used your card fraudulently and that there was a risk of unauthorised use. You are not liable for losses arising after we have been asked to block the card.

You can read more about liability in sections 11 and 12 of the Danish Act on Certain Payment Instruments, which are reproduced at the end of these Card Conditions.

## 2.5. Purchase limit

The MasterCard is issued with a purchase limit for which interest is not charged from the date of a payment or cash withdrawal until the due date.

### *Cards with personal liability:*

The purchase limit is the maximum amount for which you may purchase over your card account. Danske Bank fixes the purchase limit on the basis of an assessment of your financial situation (see 4.). The limit is stated on your statements.

### *Cards with company liability:*

For corporate cards, we fix the aggregate account limit according to the requirements of the company. The agreed aggregate account limit is the maximum amount for which the

company's cardholders may purchase over the card account. Companies may subsequently allocate individual card limits to cardholders.

## 2.6. Payment

The outstanding balance in your card account falls due for payment on the date stipulated on your statement and is debited to your current account on the due date.

If your current account is held with another financial institution, the amount will be collected through BetalingsService (direct debit). If the outstanding balance exceeds the agreed limit, Danske Bank is entitled to demand payment of the amount of the overdraft. In such case, we will notify you of this.

## 2.7. Check your statement

### *Cards with personal liability:*

You will receive a statement if there has been entries on the card account during the purchase period. Please check all charges on your statement carefully. Because you do not present your card when making purchases on the Internet or by telephone or mail order, you should pay special attention to these transactions.

### *Cards with company liability:*

For corporate cards, we send an aggregate statement to the company listing the outstanding balances of the individual account holders. We also send a separate specification to the company. Total charges of less than Dkr50 are carried forward to the next month.

If the information on your statement does not match that on a receipt, you should contact us as soon as possible, preferably within 14 days of receiving the statement. We will then investigate your complaint. If we can produce a copy of the sales voucher and your complaint proves unjustified, we will charge a fee for the copy of the sales voucher (see the List of charges). If, by mistake, a withdrawal has been made that you or your com-

pany cannot accept, we will of course reverse the entry on your account. However, if it turns out later that it was not a mistake, we will withdraw the entry from your card account again and advise you and, if required, your company accordingly.

## 2.8. Card replacement and renewal

Danske Bank owns the issued cards. We are therefore always entitled to notify you that the card is to be replaced, in which case you may not use the card. You will receive a new card as soon as possible. The old card must be cut in half and sent to us.

Unless you or your company has informed us in writing that you no longer require the card, we will automatically renew it on expiry.

## 2.9. Violation of Card Conditions

If you violate these Card Conditions, we are entitled to block your card. If you fail to pay, we will send you a written reminder before blocking your card. For cards with company liability, the company will receive a written reminder before the card is blocked. Immediate blocking may be necessary, however, if you have repeatedly failed to pay. We may also demand that all cards issued to the card account be returned.

## 2.10. Qualifications regarding cover and processing of payments and transfers from other banks

All payments into your account are recorded. For non-cash payments (such as cheques), recognition of the amount is subject to Danske Bank's actually receiving the amount. In case of a bad cheque, we will withdraw the amount from your account. You will be notified if we reverse an entry.

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

## 2.11. Termination of card account

### *Cards with personal liability:*

You have the right at any time to terminate your card account



and pay off any outstanding debt to us. If you no longer want to use your card, you must cut it in half through the magnetic stripe and send it to us.

*Cards with company liability:*

The company has the right at any time to terminate the card account and pay off any outstanding debt to us. If the entire card arrangement is terminated, all cards issued under the agreement will be cancelled.

Danske Bank may terminate the card account at three months' notice. The three months' notice is not required, however, if you have breached any of these Card Conditions or other conditions (see 2.12.). The notice of termination of cards with personal liability will be sent to the last address known to us. For cards with company liability, we will send the notice of termination to the last company address known to us.

2.12. Default or other cause of termination

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

- an amount is not paid on the due date under these Card Conditions that applies to both purchase limit and allocated credit limits with monthly payments in part settlement of your account and to any withdrawals or payments in excess of the agreed limit
- you fail to submit to us information about your financial position (see 4.)
- you or your company suspends payments, is the subject of bankruptcy or other insolvency proceedings, or starts negotiations for a composition with creditors or seeks debt rescheduling
- your or your company is the subject of an execution or attachment order
- you or your company takes up permanent residence outside Denmark and fails to make arrangements with us for the continuing payment of any outstanding balance in your account before moving

- you die
- your MasterCard is suspended because you violate these Card Conditions (see 2.9.).

2.13. Right of set-off

*Cards with personal liability:*

We are entitled to set off a claim for any overdue amount that you owe us against any of your other account balances or any present or future claim you may have against us. We may also set off amounts against accounts with standing orders or automatic payment orders. This also applies to budget accounts.

However, we will not set off any claim against that part of your wage or salary or transfer income that may be considered necessary to cover your ordinary living expenses. Nor do we offset claims against accounts that are protected against legal proceedings instituted by creditors under existing legislation and/or special agreement.

We will notify you of set-offs made.

*Cards with company liability:*

We are entitled to set off a claim for any overdue amount that the company owes us against any of the company's other account balances or any present or future claim the company may have against us. We may also set off amounts against accounts with standing orders or automatic payment orders.

We will notify the company of set-offs made.

2.14. Defective goods or services

Danske Bank is not liable for defective goods or defective services rendered by the outlet.

If you use your card number for recurring payments, such as subscriptions, you must see to it that the outlet is notified in writing if you no longer want to use your card for these payments.

Danske Bank assumes no liability in the event that an outlet declines to accept your card as a means of payment.

2.15. Danske Bank's liability

Danske Bank is liable for the tardy or defective performance of its contractual obligations due to error or negligence.

Even in areas of increased liability, Danske Bank will not be liable for losses arising from

- breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether or not Danske Bank or a third-party supplier is responsible for the operation of these systems
- power failure or a breakdown of Danske Bank's telecommunications, legislative or administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking) strikes, lockouts, boycotts or picketing, regardless of whether Danske Bank or its organisation is itself a party to or has started such conflict and regardless of its cause (this also applies if the conflict affects only part of Danske Bank)
- other circumstances beyond Danske Bank's control.

Thus the mandatory consumer protection rules stipulated in Sections 11 and 12 of the Danish Act on Certain Payment Instruments cannot be derogated from by voluntary act.

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.

You cannot use your card in Denmark if Danske Bank, the PBS and/or the operational centres of these companies are involved in an industrial conflict. You will be informed as soon



as possible through the Danish daily press of the beginning and conclusion of such conflicts.

You cannot expect to be able to use your card outside Denmark if one or more of the operational centres of Danske Bank or the PBS and/or one or more of the PBS's international business collaborators are drawn into an industrial conflict.

#### 2.16. Complaints

You should always contact your branch in case of a disagreement involving your relationship with the Bank. You may also call us seven days a week at +45 33 44 00 00. This ensures that the disagreement is not due to misunderstanding.

If you still disagree or are not satisfied with the outcome, please write to the Bank's Legal Department, which is responsible for complaints.

Address:

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

If you are not satisfied with the outcome of your inquiry, you may submit your complaint to the Danish Bankers' Complaints Board

Pengeinstitutankenævnet, Østerbrogade 62, 4. sal, DK-2100 Copenhagen Ø, tel. +45 35 43 63 33.  
[www.pengeinstitutankenævnet.dk](http://www.pengeinstitutankenævnet.dk)

or to the

Consumer Ombudsman,  
National Consumer Agency of Denmark, Amagerfælledvej 56  
DK-2300 Copenhagen S.

#### 2.17. Special conditions applying to family cards

*Cards with personal liability:*

If you have had family cards issued, each family cardholder is authorised to draw on your card account with his or her own MasterCard. As account holder you are liable for all payments and withdrawals and thus all items charged to the card account, regardless of whether the payments and withdrawals are made with a family card or with your own card.

Should you no longer want a holder of a family card to be able to make withdrawals on your card account, you must notify us immediately. We will then block the card. You must cut the card in half through the magnetic stripe and then send it to us. The mandate expires on your death.

#### 2.18. Special conditions applying to corporate cards.

The company is liable for all claims based on the issuing and use of the card. If your card is not used in the interest of the company, you are jointly and severally liable for the charges.

You are jointly and severally liable for all claims resulting from your use of the card, and in relation to the company if

- it starts negotiations for a composition with creditors
- it files for suspension of payments
- it seeks debt rescheduling,
- it files a petition for compulsory winding up
- the company's operations are otherwise discontinued and Danske Bank can prove that, at the time your card was used, you had or should have had
- insight into the overall financial position of the company
- knowledge that any of the events mentioned above could occur.

Should any of these events occur, you must notify us immediately. You may not use the card, and you must cut it in half immediately and send it to us.

If a staff member holding a corporate card leaves his or her

job with the company, the company is responsible for retrieving the card and returning it to us. If you hold a corporate card with personal liability, your company must notify us of your resignation and we will subsequently contact you.

In respect of corporate cards with personal liability, the company may choose to have the card fee charged to it or may ask us to charge your account. You are personally liable for all payments and withdrawals made with the card.

If you have an additional card for personal use (Dobbeltkort) under the corporate card agreement, we will notify you if your corporate card is cancelled. We may offer to convert your personal card into an ordinary MasterCard. If your card is not converted into an ordinary MasterCard, it will be cancelled after one month.

#### 2.19. Additional benefits for MasterCard

Additional benefits may be available for your card. As cardholder, you are automatically entitled to these.

If Danske Bank concludes co-operation agreements on additional benefits, the card will also encompass these. You will be notified if such a co-operation agreement is terminated.

If the MasterCard agreement is terminated, any additional benefits will also lapse.

Information on additional benefits and business partners is available on request by calling Card Service.

#### 2.20. Change of Card Conditions

Danske Bank may change these Card Conditions without notice if the changes are to your advantage. Otherwise, changes are subject to three months' notice. You will be notified of changes either by letter or by electronic mail. The rules of notice do not apply to companies.



### 3. Costs in connection with the issuing and use of the card

#### 3.1. List of charges

The fees payable for having the card issued and for using it appear from the List of charges.

#### 3.2. Computation and adding of interest

MasterCard transactions are not subject to interest charges during the purchase period. In case of late payment we may, however, charge interest and possibly overdraft interest.

We compute interest and, where applicable, overdraft interest on a daily basis based on the number of calendar days and an interest-bearing year of 365 (366) days.

Interest is added at the end of the purchase period, the value date being the first calendar day of the following month.

##### 3.2.1. Changes in interest rates

You can view interest rates applying to MasterCard transactions at Danske Bank branches and on our Web site.

We may always alter variable interest rates without giving advance notice if the change is to your advantage. We may also raise variable interest rates on loans without notice, if

- changes in monetary or credit policies in Denmark or abroad 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 money and bond markets, affect Danske Bank.

Under these circumstances, interest rates are changed because of external factors beyond our con-

trol, for instance when the Danish central bank changes its interest rates.

We may raise variable interest rates on loans at one month's notice, if

- market conditions, such as competition in Denmark or abroad, give grounds for changes for one or more types of account
- if we decide to alter our general interest rate and pricing policy in the ordinary course of business and independently of interest rate developments in general. Such changes may be made on the basis of earnings considerations or in order to use our resources or capacity more efficiently.

#### 3.3. Fees

Information about fees and rates for MasterCard is given in the List of charges and in a price list available at all of our branches. You may also ask for this information at a branch.

Please note that we charge a fee for responding to inquiries from public authorities, such as the tax authorities, which we are obliged to answer.

##### 3.3.1. Special conditions for corporate cards

If a corporate card is issued in the middle of the charging period for the card account, the annual card fee is calculated on a pro rata basis.

##### 3.3.2. Changes in fees

We may reduce fees without giving notice. We may also introduce and raise fees for new contractual services without giving notice. In respect of existing contractual services, we may increase the fees that you pay on a current basis at three months' notice on the following conditions:

- if market conditions, such as competition in Denmark or abroad, justify changes of one or more fees

- if Danske Bank decides to alter its general fee structure and pricing policy in the ordinary course of business. Such changes may be made on the basis of earnings considerations or in order to use our resources or capacity more efficiently. Changes in the annual card fee will take effect from the first fee payment after the fee change has come into force.

When introducing new fees, we will give you six months' notice. Such changes may be made on the basis of earnings considerations or in order to use our resources or capacity more efficiently.

#### 3.4. Notice of changes in interest rates and fees

Changes in our interest rates or fees will be announced in the Danish daily press, by letter or by electronic mail. In the announcement or letter, we state the cause of the change – if required by referring to the information in clause 3.2. or 3.3. above.

Information about new rates of interest or new fees will also appear on the first statement you or your company receives after the change.

#### 3.5. Interest, fees and overdraft interest, etc., in case of late payment

If you fail to pay amounts due into the card account or exceed the purchase limit, we charge interest and overdraft interest from the value date until we receive your payment (see 3.2.). In case of late payment, we are entitled to charge a reminder fee.

#### 3.6. Reimbursement of card fees

You or your company will receive a pro rata reimbursement of the card fee you have paid if you terminate the account relationship in the middle of the period for which the annual card fee has been charged. This only applies, however, if the rules governing the use of the card are subject to a material change



to the disadvantage of cardholders or if we terminate the account relationship.

If we terminate the relationship because you have breached these Card Conditions, we will not reimburse you for any part of the card fee paid.

If you terminate the account relationship after the card fee has been collected, the card fee will be refunded in full if we receive your notice of termination not later than two weeks after the expiry of the existing card, and you have not made use of your new card.

- 3.7. Refund to Danske Bank of costs incurred  
We are entitled to claim reimbursement for the following:
- direct outlays on your behalf, such as taxes and duties or costs of communication
  - costs incurred by us because you have defaulted on an agreement, for example, the payment of court or legal fees or other fees.
- 3.8. Exchange rate if you use the card outside Denmark  
Purchases and withdrawals made abroad are translated into Danish kroner (see the List of charges) and are always payable in Danish kroner. Translation is based on the currency in which we receive the transaction. This currency may be different from the currency in which the purchase or withdrawal was made. The List of charges shows you when this additional translation is made. The list of charges specifies how translation is made.
- The exchange rate may change from the time you use your card until the amount is drawn on your card account. Moreover, certain countries – primarily outside Europe – may have more than one official exchange rate.

#### 4. Credit assessment

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

We will assess your financial standing before we offer you a MasterCard. We will not generally issue cards to persons listed in the banks' register of cheque and debit card abusers or persons registered with the credit reference agency RKI Kredit Information A/S.

Please note that we may also assess your creditworthiness on a regular basis.

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

We will assess the company's financial standing before we offer you a MasterCard. In this connection, we may ask for the latest earnings report issued by the company  
Please note that we may also assess the company's financial standing on a regular basis.

#### 5. Personal data

- 5.1. Use of personal data  
We use the information you or your company provides about name, address, telephone number and CPR number (civil registration number) or CVR number to issue and administer the card.

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

We use the other personal data you provide and information obtained from credit reference agencies, if any, in our assessment before we issue the card. We use your CPR number to obtain address information from the Danish Central Office of Civil Registration under the Ministry of the Interior, when we check the banking sector's register of cheque and debit card abusers, when we suspend cards, and to ensure unique identification of individual cardholders.

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

CVR numbers are used for obtaining data from the Danish Commerce and Companies Agency and for ensuring unambiguous identification of individual account holders.

- 5.2. Storage of personal data  
Personal data are kept on our files along with credit reports, if any, for as long as you hold a MasterCard issued by us.
- 5.3. Information about purchases, etc.  
When cards are issued (including cards with personal liability), we will exchange information on you, the cardholder, and the card account (such information may comprise details on goods and services purchased) with MasterCard International. This exchange of information takes place with a view to administration of the card account, processing, analysis and collection of fees relating to the card account and administration of additional benefits, insurance, travel or other company-related schemes in which you or the company takes part.

When you use your card, the card number, the total amount of the purchase or withdrawal, the date and place of use are registered. The outlet passes this information on to us through the PBS. The information is stored with the outlet, the PBS and us. We use the information in our books and statements, and in connection with subsequent correction of errors. The information is passed on only if required by law or for use in legal actions concerning claims arising out of the use of your card. The information is kept on file for the current year plus five years.

- 5.4. Exchange of information  
We exchange information with our business partners (see 2.19.) for the purpose of establishing and administering the additional benefits for your MasterCard and for the processing of insurance claims. You can obtain further information



- about our business partners by contacting Card Service on +45 70 20 70 20.
- 5.5. Access to information  
You and your company can always ask us what information we have registered about you.

If the information we have registered about you proves incorrect, we will of course correct the data immediately. At the same time, we will notify other information recipients of the correction.

- 5.6. Complaints about the use of information  
If you wish to complain about our use of the information registered about you, you may do so by contacting Danske Bank, Holmens Kanal 2-12, DK-1092 Copenhagen K or the Danish Data Protection Agency, Borgergade 28, 5th floor, DK-1300 Copenhagen K, e-mail: dt@datatilsynet.dk.

#### 6. Information about commission

Please note that we receive a commission on cardholders' use of the MasterCard in shops and other outlets.

**The Danish Act on Certain Payment Instruments (Consolidated Act No. 414 of May 31, 2000, as amended)** translated by and published with the permission of the National Consumer Agency of Denmark, an agency of the Danish Ministry of Trade and Industry.

#### Liability rules

- § 11. (1) The issuer shall be liable to compensate the holder for any loss caused by unauthorised use of a payment instrument by another person unless otherwise provided by subsections (2) (6). The holder shall only be liable according to subsections (2) - (6) in case the transaction has been correctly registered and booked.

- (2) Unless a more extensive liability is prescribed by subsections (3) or (6), the holder shall be liable to the extent of up to DKK 1,200 for losses caused by unauthorised use of the payment instrument by another person in case the personal, secret code associated with the payment instrument has been used.
- (3) Unless a more extensive liability is prescribed by subsection (6), the holder shall be liable to the extent of up to DKK 8,000 for losses caused by unauthorised use of the payment instrument by another person in case the issuer is able to prove that the personal, secret code associated with the payment instrument has been used, and
- 1) the holder has failed to inform the issuer as soon as possible after having become aware that the code has become known to an unauthorised person,
  - 2) the holder has disclosed the code to the person who has made unauthorised use of the instrument without the matter being covered by subsection (6) or
  - 3) the holder, by grossly irresponsible conduct, has made unauthorised use possible.
- (4) The holder shall be liable to the extent of up to DKK 8,000 for losses caused by unauthorised use of the payment instrument by another person, where the payment instrument has been read physically or electronically and in association therewith the unauthorised person has used a forged signature and the issuer is able to prove
- 1) that the holder or a person to whom the holder has entrusted the payment instrument has failed to inform the issuer as soon as possible after having become aware that the payment instrument has been lost, or
  - 2) that by grossly irresponsible conduct the holder or another person to whom the holder has entrusted the payment instrument has made unauthorised use possible.

- (5) Where a holder is liable according to subsection (3) as well as subsection (4), the holder's total liability may not exceed DKK 8,000.
- (6) The holder shall be liable for losses without any limitation of the amount if such losses arise as a result of unauthorised use of the payment instrument by another person and the personal, secret code associated with the payment instrument has been used and the issuer is able to prove that the holder has disclosed the code to the person who has made unauthorised use of the instrument and that the instrument has been used in circumstances in which the holder realised or should have realised the existence of a risk of abuse.
- (7) Notwithstanding subsections (2) - (6) the issuer shall be liable for unauthorised use which takes place after the issuer has been informed that the payment instrument has been lost, that an unauthorised person has obtained knowledge of the code, or that for other reasons the holder requests a stop on the payment instrument. The issuer shall give the holder access to request a stop on the payment instrument at any time and shall as soon as possible confirm to the holder in writing or by another safe means of evidence that the issuer has received such a request. The confirmation shall indicate the time of the request.
- (8) Notwithstanding subsections (2) - (6) the issuer shall also be liable for any losses, if the payee knew or should have known that the payment instrument had been subject to unauthorised use. Notwithstanding subsection (2) the issuer shall be liable for any losses if a payment card has been used fraudulently in connection with a distance contract.
- (9) To the extent that it is required by the development of prices, the Minister for Trade and Industry may change the amounts indicated in subsections (2) - (5).



- §12. (1) An issuer shall be liable for losses sustained by a holder due to errors in registration or accounting procedures, even if such an error may be accidental. Where a holder has been informed that a payment transaction has been acknowledged, the issuer shall moreover be liable for losses sustained by the holder due to non-completion or inadequate completion of the payment transaction in question. The provision set out in the second sentence above shall not apply, however, if the issuer is able to prove that the issuer has had no possibility of completing the payment transaction due to exceptional, intervening circumstances beyond the control of the issuer, which the issuer should not have taken into account when the holder received the acknowledgement referred to in the second sentence above. Where by a wilful or grossly negligent act the holder has contributed to the error, the compensation may be reduced or withdrawn.
- (2) Where payment has not been made or where it has been delayed in circumstances as those referred to in the first and second sentences of subsection (1) above, no other default remedy than a claim for interest may be invoked against the holder for that reason. Where funds have been withdrawn from the holder's account or from a pre-paid payment instrument, payment to the holder's discharge shall be considered to have been effected.
- (3) The settling agent shall be liable for losses sustained by the payee caused by errors in registration or accounting even if such an error is of an accidental nature. The settling agent shall not be liable however for losses which arise as a result of conditions of the payee.
- (4) Where, according to subsection (1) the issuer compensates a loss suffered by the holder as a result of condi-

tions of the payee or the settling agent, the issuer may claim payment of the compensation by the payee or the settling agent, respectively. Where according to subsection (3) the settling agent compensates a loss suffered by the payee as a result of conditions of the issuer, the settling agent may claim payment by the issuer of the compensation amount.

- (5) The issuer and the settling agent shall bear the onus of proof to show that a loss has not been caused by the circumstances referred to in subsections (1) and (3).

Latest update December, 2008

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