



Terms and Conditions – Sydbank MasterCard Business

Translation: “Regler for
Sydbank MasterCard Business”

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This is a translation of the Danish “Regler for Sydbank MasterCard Business”. In case of doubt the Danish original will apply.

Terms and Conditions

Terms and Conditions – Sydbank MasterCard Business

Sydbank's Terms and Conditions, which are provided in connection with the establishment of any customer relationship, apply to any and all business transactions between Sydbank and its clients unless otherwise expressly agreed between the parties or determined by Sydbank. The following additional terms and conditions apply to all Sydbank MasterCard Business cards unless otherwise specified.

Sydbank MasterCard Business cards may be issued as:

Main cards

Business Classic
Business Gold
Business Platinum

Definitions

Business card

A Sydbank MasterCard that is used to pay for a cardholder's expenses (primarily travelling and entertainment expenses) which the cardholder pays on behalf of his place of employment/business. Credit agreements cannot be granted in connection with a business card account as the card account balance must always be paid in full. See also 24 on special liability conditions with respect to business cards. In general only one card account is opened for business cards, regardless of the number of business cards issued.

Double card

A Sydbank MasterCard that is issued in connection with a business card and that is used to pay for a cardholder's personal expenses. In connection with a private card an agreement may be made whereby part of the card account balance is paid. However you can always pay the full balance to avoid interest charges. The double card includes the advantages listed in 27.

Family card

An additional Sydbank MasterCard Private card which a holder of a private card (double card) may have issued to his spouse/cohabiting partner or children living at home above the age of 18. There is no separate card account for a family card.

The holder of a family card is authorised to use the card account with his Sydbank MasterCard. The accumulated spending on the family card will be charged to the card account opened in connection with the private card. The physical family card is identical to the private card. The family card includes the advantages listed in 27.

1. Card use

MasterCard is a payment instrument that can be used in Denmark and abroad wherever the card is accepted. A Sydbank MasterCard Business card may be issued in connection with a card account with Sydbank, see however 13. It may be used as a cash card and as a debit card in Denmark as well as abroad.

2. Withdrawals

2.1 Cash withdrawals

You can use your MasterCard to withdraw cash at Danish and foreign ATMs that accept MasterCard. In addition the card can be used for cash withdrawals at Sydbank and at most other Danish and foreign banks that accept MasterCard.

The maximum amount withdrawable appears from the Tariff of Charges, see also 2.6. Local restrictions may mean that a minimum fee is charged several times.

Please note that it is customary outside Denmark to show ID in the form of a passport when withdrawing cash.

2.2 Purchases

A Sydbank MasterCard can be used to pay for goods and services at Danish and foreign merchants that accept MasterCard. The MasterCard logo will be displayed at a merchant or on a merchant's website when the merchant accepts MasterCard.

Your card can also be used to make purchases on the internet. In addition you can use the card to make purchases by mail and telephone order as well as in connection with self-service machines.

If a merchant owes you money, the merchant can credit the amount to your account via your card.

You may not use the card for illegal purposes, including the purchase of goods and services which are illegal according to local legislation.

Individual merchants may set limits on card use.

Sydbank and PBS International A/S assume no responsibility if a merchant refuses to accept a MasterCard as a means of payment.

2.3 Information on the use of MasterCard abroad

Information on the use of MasterCard in various countries is available at Sydbank and at sydbank.dk.

2.4 Calculation and statements of transactions

Every time the card is used, the amount is registered on your card account. The accumulated amounts as well as any interest and charges are calculated once a month. A statement of transactions is forwarded to the account holder each month.

When payments or withdrawals are made in foreign currency, the amount will be translated into Danish kroner, see the Tariff of Charges.

2.5 Amounts debited to your account

As a rule purchases and withdrawals will be debited to your account on the same day that a purchase or withdrawal is made. The time of debiting will however depend on when Sydbank receives the transaction.

The amount is reserved in your account as soon as Sydbank receives notice of the transaction. This means that the amount reserved is no longer at your disposal. The amount is debited to your account as soon as Sydbank receives the payment demand from the merchant. If you withdraw cash at Sydbank's ATMs and at certain other banks' ATMs in Denmark, the amount will be deducted from your account immediately.

You may withdraw cash or make purchases only up to the account balance unless you have made other arrangements with Sydbank.

Purchases or withdrawals made in foreign currency are converted into Danish kroner, see the Tariff of Charges.

2.6 Spending limits

Sydbank MasterCard have an overall limit for purchases and withdrawals applying to any 30-day period, including limits on the maximum amount withdrawable from banks and ATMs per day. The limits appear from Sydbank's Tariff of Charges.

In addition individual merchants may set limits on card use.

Moreover individual banks may have imposed limits on how much you can withdraw. A fee may be charged every time you withdraw cash, regardless of the amount.

2.7 Games and lotteries

When you use your Sydbank MasterCard at merchants that predominantly offer gambling and betting services, such as casinos, lottery ticket sellers, race tracks, a spending limit per day may apply. The spending limit appears from the Tariff of Charges.

3. Safekeeping of card, PIN and MasterCard SecureCode

3.1 Card

The card is personal and may only be used by you. As soon as you receive the card, you must sign the signature panel on the back of the card. You may not hand over or entrust the card to anyone else.

3.2 Authority

The card and PIN may be used by the cardholder only. If you would like someone else to be able to make withdrawals from your account by card, this person must have his own card and his own PIN.

If you would like to cancel the additional card, Sydbank must be notified in writing and the card must be returned.

3.3 PIN

Unless you have chosen to use the same PIN for several cards, you will automatically receive a PIN for your card. When you receive the PIN, it is important to check whether anyone else may have had access to the PIN. If this is the case you must contact your Sydbank branch immediately. You should memorise your PIN. You must not keep your PIN together with the card or write your PIN on the card. You must not disclose your PIN to anyone else or otherwise allow anyone to obtain knowledge of the PIN.

You may at a later date choose to have the same PIN for all cards issued by Sydbank – private cards as well as business cards.

If you are unable to memorise your PIN or if you wish to save it, you must keep it safe. If you need to write down your PIN, you should use the PIN memoriser that you have received or that is available at your Sydbank branch.

3.4 MasterCard SecureCode

MasterCard SecureCode provides an extra layer of security against the misuse of card information when making transactions on the internet. You must create your MasterCard SecureCode before or no later than in connection with your first MasterCard SecureCode online purchase. You can create your SecureCode at Sydbank's website or in connection with your first purchase. You will need the SecureCode when making future purchases at participating MasterCard SecureCode merchants.

Your MasterCard SecureCode must be at least six characters long, without spaces, and contain a mixture of letters and numbers. Your PIN may not form part of the MasterCard SecureCode.

You should memorise your MasterCard SecureCode. If you are unable to memorise the SecureCode or wish to save it, you must keep it safe. You must not keep it together with your card or write it on the card.

You must not disclose the MasterCard SecureCode to anyone else or otherwise allow anyone to obtain knowledge of your SecureCode. If you have forgotten your MasterCard SecureCode, you can create a new one via Sydbank's website or in connection with your next purchase by clicking on "Glemt kode"/"Forgot your SecureCode".

No further action is necessary as regards the forgotten SecureCode.

4. Use of card

Before approving a payment or withdrawal, you must always ensure that the amount shown on the sales slip or terminal etc is correct. Payment transactions that you have approved cannot be revoked. See however 6 and 7 on reversal of payments.

The card can be used in the following ways:

- with the chip or magnetic stripe as well as the PIN
- with the chip or magnetic stripe as well as your signature
- with the card number, expiry date as well as the security code (online transactions etc)
- with the chip or magnetic stripe at self-service machines where the PIN is not entered.

With PIN

When entering your PIN, you must ensure that you are not being overlooked by anyone.

With signature

You must never sign a sales slip:

- if the amount has been left out, or
- if the amount is incorrect.

If you become aware that more than one print of the card is made, you should make sure that any unused prints are destroyed.

When you use your Sydbank MasterCard for instance to hire a car or check into a hotel, you will usually be asked to sign a slip allowing the car rental company or hotel to charge additional amounts to your account.

You should be aware that this allows the car rental company or the hotel to subsequently debit amounts to your account, see 6.1.

Internet transactions etc

When using the card for online purchases, you must state your card number, the card's expiry date and security

code. If the merchant is a MasterCard SecureCode merchant, you will also need to enter your MasterCard SecureCode.

When using the card for purchases by mail or telephone order, you must state your card number, the card's expiry date and security code and possibly your name and address. In connection with mail order purchases you are also required to sign the order form.

You must never disclose your PIN in connection with internet purchases or purchases by mail or telephone order.

Self-service machines without PIN

At some self-service machines you can use your card without entering your PIN or providing your signature. In these cases you approve the transaction when you insert your card or when you subsequently press "Godkend" (approve).

4.1 Receipts

When making purchases or withdrawals, you must always ensure that you obtain a receipt. The receipt must indicate the date, amount and part of your card number. You must also ensure that it matches the amount withdrawn or the purchase made and that the date is correct. You should save the receipt until you have received your statement of transactions and checked that the correct amount has been debited to your account, see 5. Some self-service machines do not issue a receipt when a payment is made. If you have made online purchases, you should make a screen print showing the amount payable. This print can be used to check your statement of transactions.

If you allow a merchant to charge an additional amount to your card, for instance a tip, you should ensure that you obtain a receipt for the full amount.

4.2 Subscriptions

When you use your card number to pay for ongoing services, for instance a subscription, you must make sure that you comply with the merchant's terms and conditions if you decide to cancel the subscription. If you change your card or your card number, you must remember to inform the merchant of your new card number.

4.3 Statements of transactions

When transactions have been made on the card account, you will receive a statement of transactions at least once a month. You are also able to monitor your transactions via NetBank/Online Banking.

5. Checking statement entries

You are under an obligation to check the entries on your statement of transactions regularly. If you spot transactions that do not match your receipts or that you believe to be unauthorised, you must contact Sydbank as soon as possible. Please note the time limits in 6 and 7. When checking the entries on your statement of transactions, you must be aware that when you use your card for online purchases or for purchases by mail or telephone order, the merchant may not, as a rule, debit the amount until the goods have been sent. However, if you purchase eg airline tickets or concert tickets, the merchant will debit the amount when you place your order.

6. Reversal of payments that you have approved

When you have paid by Sydbank MasterCard, see 2.2, there are some circumstances where the reversal of a payment is possible. Further information is available at www.pbs.dk or by contacting your Sydbank branch.

7. Reversal of payments that you have not approved

If you believe that your card has been used for one or more transactions that you have not approved or made, you must contact Sydbank as soon as possible after becoming aware of the unauthorised transaction(s). When assessing whether you have made the complaint in due time, Sydbank will take into account your obligation to check your statement entries regularly, see 5. Under all circumstances you must contact Sydbank as soon as possible and no later than two months after the amount has been debited to your account. Sydbank will subsequently examine your complaint.

7.1 Errors and defects of services

Sydbank assumes no responsibility for errors and defects etc of services provided by the merchant.

Any complaints concerning errors and defects of services provided must be addressed to the merchant in question.

7.2 Revocation

Sydbank MasterCard transactions cannot be revoked (countermanded).

8. Your obligation to block your card

You must contact Sydbank as soon as possible in order to block your card if:

- you lose your card, or
- someone obtains knowledge of your PIN, or
- you discover that the card has been misused, or
- you suspect that the card has been copied, or
- you suspect that the card may be misused in some other manner.

It is not necessary to block your card if you have forgotten your MasterCard SecureCode. If you suspect that someone has obtained knowledge of your MasterCard SecureCode, you must change it via the Bank's website, sydbank.dk, immediately.

Outside banking hours you must block your card by calling +45 44 232 232, which is a 24-hour help line. You must state your name, address and if possible your card number or CPR number to have the card blocked immediately.

You can also contact PBS by fax +45 44 68 11 36.

When Sydbank or PBS has blocked the card, you will receive written notification stating the reason for and the time of the blocking.

If you find the card again, you must contact Sydbank to agree on what action to take.

9. Sydbank's rights and liability

9.1 Sydbank's right to block the card

The Bank is entitled to block the use of a Sydbank MasterCard:

- if the clearing account relating to the card account has been closed, see also 11, or
- if the terms and conditions are violated, including if the clearing account relating to the card account is overdrawn or if the amount due on your statement of transactions is not settled on time, or
- if the card has been misused or is presumed to have been misused by a third party.

If your clearing account is overdrawn you will receive a written reminder before the card is blocked. Immediate blocking may however be necessary if the account is severely and/or repeatedly overdrawn.

Moreover Sydbank may demand that all cards relating to the account be returned.

9.2 Blocking

When the card has been blocked, Sydbank will notify you of the reason for and the time of the blocking.

9.3 Card replacement

Sydbank is entitled to replace your card at any time.

9.4 Industrial disputes

If Sydbank and/or Sydbank's data centres become involved in an industrial dispute, you will not be able to use your card in Denmark. You will be notified as soon as possible at the beginning and end of such a dispute through announcements in the daily newspapers or otherwise. If one or more of Sydbank's data centres and/or one or more of the Bank's international business partners become involved in an industrial dispute, you should not expect to be able to use your card outside Denmark. If an industrial dispute relates solely to a dispute outside Denmark, you will be able to use your card in Denmark.

9.5 Errors and defects

Sydbank assumes no responsibility for errors and defects etc of services provided by the merchant.

Any complaints concerning errors and defects of services provided must be addressed to the merchant in question.

10. Expiry

The card can be used up to and including the date of expiry stated on the card after which the card will no longer be valid. Before the card expires, you will receive a new card or be notified that the new card is available at your Sydbank branch. If your card has been blocked, the insurance, if any, will provide coverage for a maximum of one year from the date of payment of the annual fee.

11. Termination

Sydbank may terminate the agreement subject to one day's notice. In case of termination you will receive a proportionate refund of any fees paid in advance for the use of the card.

You may terminate the agreement with Sydbank subject to one month's notice.

If you terminate the agreement within a period of six months, Sydbank may charge a fee for terminating the agreement, see Sydbank's Tariff of Charges.

If the agreement is terminated by you or Sydbank, you must return the card to the Bank.

If the business card is cancelled, all double and family cards must also be returned to Sydbank. If you send the card by post, you must cut it in half before sending it. If the clearing account is closed, payment must take place via another account in future or all cards issued to the card account must be returned. Any insurance provided with Sydbank MasterCard is cancelled at the same time as the cancellation of the main card. Additional cards issued in connection with your Sydbank MasterCard are cancelled together with the cancellation of the main card and upon expiry.

12. Issue of Sydbank MasterCards

Cards are issued subject to individual assessment, see 13. Cards may only be issued to persons who are 18 years of age or older and who are not under guardianship.

A card is usually issued for three years at a time. The expiry date is embossed on the card. The card will be forwarded by ordinary post to the address registered by Sydbank. If a cardholder resides outside Denmark, the Nordic countries, Europe, Switzerland or Lichtenstein, the card may be forwarded by courier for security reasons at the account holder's expense.

13. Assessment of card applicants

A Sydbank MasterCard is issued subject to individual credit evaluation. Sydbank may ask you for additional information for its evaluation, eg annual statements, pay slips or financial statements, and may obtain information from credit rating agencies and warning lists, etc. Sydbank is entitled to evaluate the customer relationship on an ongoing basis. If the terms and conditions of the customer relationship with Sydbank are otherwise breached, see also 9.1, Sydbank will terminate the agreement without notice and block all cards issued in connection with the card account.

The account holder will receive notification of the blocking of a Sydbank MasterCard prior to the blocking except in the case of a material breach, see 9.1.

14. Opening a card account

Sydbank will open a card account when a Sydbank MasterCard is issued. Every time the card is used, the amount is registered on the card account. Spending/accumulated amounts, any interest as well as charges are calculated once a month. Payment is subject to the terms and conditions of the MasterCard agreement concluded.

15. Terms and conditions of Sydbank MasterCard possession and use

15.1 Spending limit

Sydbank determines the spending limit subject to an individual credit evaluation, see 13. The agreed spending limit will appear from the monthly statement of transactions. The spending limit is the maximum amount available to you on your card account.

A cardholder authorised to conduct transactions on the card account may suspend/reactivate spending on a Sydbank MasterCard issued to the same card account via Sydbank's NetBank/Online Banking.

16. Amendments to the terms and conditions, including terms and conditions applying to the insurance terms and conditions

The terms and conditions and the tariff of charges may be amended subject to two months' notice. You will be notified of any changes by letter or email. You are obliged to inform Sydbank of any changes in your postal or email address and you are responsible for not receiving notification of changes if you have failed to inform Sydbank of any change in your postal or email address.

You will be bound by any such amendments unless you notify Sydbank before they become effective that you do not wish to be bound by the new terms and conditions. If you notify Sydbank to this effect, the agreement will be deemed to be terminated on the date when the amendments enter into force. If you have paid the annual card fee in advance, you will receive a proportionate refund.

17. Complaints

If you have a complaint, you may contact Sydbank. If you do not obtain an acceptable resolution, you may contact the Financial Services Complaints Board or the Consumer Ombudsman.

If you wish to file a complaint regarding the blocking of your card, you may contact Sydbank. If you do not obtain an acceptable resolution with Sydbank, you may file a complaint with the Danish Data Protection Agency.

18. Fees

18.1 Sydbank's fees

An annual card fee may be charged and is payable in advance. The fee is debited to your account, see Sydbank's Tariff of Charges.

Annual card fees, card use fees, any account fees, any bank statement fees, any card replacement fees and copy of sales slip fees etc appear from the Tariff of Charges.

18.2 Card use fees

Banks and merchants may charge a fee when the card is used. Danish merchants that charge a fee in connection with card use must inform you of this fee prior to payment. Danish merchants may not charge a fee for physical payment transactions between the cardholder and the merchant.

18.3 Interest on Sydbank MasterCard

The card account is interest free if the balance is settled in full every month on the maturity date. If it has been agreed that part of the card account balance is paid, reference is made to page 2 of the application form.

18.4 Fees and interest in the event of delay in payment

Sydbank is entitled to charge a fee if the card account balance exceeds the agreed spending limit, see the Tariff of Charges.

In the event of non-payment into the card account on the maturity date, including rejection of the payment or withdrawal of approval for payment via PBS Direct Debit, Sydbank is entitled to charge interest as from the maturity date and until Sydbank receives payment. The calculation of interest is based on the rate fixed by Sydbank at any time.

In the event of delay in payment Sydbank will send a letter requesting payment, a reminder and advice of collection to the account holder. Sydbank is entitled to charge fees for such reminders, see the Tariff of Charges, and any collection costs.

Payments made will initially go towards covering interest and fees.

18.5 Refund of fees

If your Sydbank MasterCard is terminated in the middle of a fee period owing to important changes in the terms and conditions of use of Sydbank MasterCard to your disadvantage or owing to your or Sydbank's termination of the agreement, you will receive a proportionate refund of the fee

paid. If you terminate the account relationship after the card fee has been paid, the card fee will be refunded provided your notice of termination is received no later than 14 days after the expiry of the existing card, and the new card has not been used, however always less any costs incurred by Sydbank in connection with the termination. If Sydbank's termination is due to your breach of agreement, the fee paid will not be refunded by Sydbank.

18.6 Sydbank's right of refund of expenses paid to a third party and costs incurred by Sydbank owing to an unforeseen development in the customer relationship

In addition to any balance due to Sydbank, interest and other credit costs, Sydbank is entitled to demand payment of the following costs by you:

- Sydbank's expenses in the event of a breach of the terms and conditions of the account relationship, including fees for sending reminders, court fees, legal assistance etc
- Sydbank's overlimit fee if the spending limit of the card account is exceeded
- Sydbank's costs in replying to enquiries by public authorities according to law, including fees for producing invoices and statements and for making photocopies.

19. Changes in interest rates

If it has been agreed that part of the card account balance will be paid, the interest rate is floating and may be changed by Sydbank at any time without notice. Moreover reference is made to Sydbank's Terms and Conditions – Corporate Clients.

20. Conversion rates when using the card abroad

Purchases and withdrawals made abroad are converted into Danish kroner, see the Tariff of Charges, and are always debited in Danish kroner.

Conversions are based on the methods described in the Tariff of Charges, see under "reference rate". Any changes in the reference rate stated in the Tariff of Charges will become effective without notice.

The exchange rate may have changed between the time you used your card and the time your account is debited. Moreover some countries, mainly outside Europe, have several official exchange rates depending on where the rate is obtained.

20.1 Currency conversion by merchants (DCC – Dynamic Currency Conversion)

If you use your card abroad, a merchant may conduct a currency conversion before payment is made. Before you give your approval, the merchant must inform you of the fees charged and exchange rate used in connection with the conversion. You should be aware that the rate used by the merchant may differ from Sydbank's exchange rate and that the Bank has no influence on the conversion rate used by the merchant.

21. Use, storage and disclosure of information

21.1 Card use registration

When the card is used, information such as the card number, amount, date of card use as well as place of use is registered. This information is passed on by the merchant to Sydbank.

The information is stored by the merchant, the merchant's bank/PBS and Sydbank. The information will be used in the Bank's bookkeeping, in bank statements and in relation to any subsequent error correction.

In other respects information will be passed on only where required by legislation or in order to prevent any unauthorised use of the card. The information will be stored for the current year plus five years.

21.2 The banks' register of cheque and debit/cash card misuse

If Sydbank closes your account due to an unauthorised overdraft on the account, you may be registered with the banks' register of cheque and debit/cash card misuse under your civil registration number (CPR number) for a period of two years starting from the date of registration.

Moreover a person may be registered as a consequence of misuse of a corporate account if such person has a controlling interest in the company.

22. Registration of blocked cards

When Sydbank or PBS has blocked a card, see 8 and 9.1, the card will be blocked for use in the authorisation systems of PBS and MasterCard/Europay to the extent that Sydbank finds it necessary in order to prevent misuse. The card will also be blocked if Sydbank has reasonable grounds for suspecting misuse.

23. Breach

Regardless of any agreed term of notice, the balance on the card account falls due for immediate payment if:

- you do not inform Sydbank of your financial circumstances, see 13
- you suspend the payments of the business, go into bankruptcy or other insolvent administration proceedings
- you start negotiations for a composition or restructuring of debts
- you are subjected to the levy of execution or attachment
- you take up permanent residence outside Denmark without arranging for continued payment of the balance on the card account by the business prior to leaving Denmark
- die
- you have your Sydbank MasterCard blocked as a result of violation of the terms and conditions of the card
- you terminate your other customer relations with Sydbank
- your other customer relations with Sydbank are terminated/cancelled.

24. Special terms and conditions – business cards

24.1 Obligations on the part of the business

The business is liable for all claims arising from issue and use of the card. The liability of the business is however limited under section 62 of the Danish Payment Services Act, see 28, where a third party is responsible for the unauthorised use of the card.

When an employee ceases to be employed by the business, notification must be given to Sydbank. Furthermore the business must confiscate the card, cut it in half and send it to Sydbank.

The cardholder is jointly and severally liable as well as directly liable for all claims arising from his use of the card where one of the following situations occurs with respect to the business:

- initiation of negotiations for a composition
- filing of suspension of payments
- initiation of negotiations for debt restructuring
- filing of a petition for bankruptcy
- the business otherwise ceases to exist and you are unable to establish that at the time when the card was used you neither had nor ought to have had:
- insight into the overall financial affairs of the business
- any knowledge that one of the above situations might occur.

If any of these situations occur, you must notify Sydbank immediately. You may not use the card and you must cut the card in half immediately and return it to Sydbank.

24.2 Your obligations

If your use of the card is neither directly nor indirectly in the interest of the business, you will be held jointly and severally liable as well as directly liable for use of the card.

25. Special terms and conditions – double cards

Double cards issued as private cards in connection with a business card include the advantages listed in 27.

26. Special terms and conditions – family cards

If one or several family cards have been issued in relation to the card account, see 3.2, each holder of a family card is authorised to use the card account with his Sydbank MasterCard. As an account holder you are liable as surety assuming primary liability for all spending and related costs on the card account, regardless of whether the payments/withdrawals have been made with a family card or your own

card. At the same time the holder of the family card is personally liable for his use of the card.

The family card includes the same advantages as the private card. The private card is a precondition for having a family card issued.

If you no longer wish for a holder of a family card to be able to use your card account, you must notify Sydbank immediately after which the card will be blocked. In addition the card must be cut in half immediately and returned to Sydbank.

The authority ceases upon the death of the account holder.

27. Sydbank MasterCard advantages

Sydbank offers holders of Sydbank MasterCards special advantages which Sydbank negotiates with its suppliers, including insurance packages of varying scope and coverage depending on the type of Sydbank MasterCard. These advantages may vary over time and may be limited to certain periods. You will receive the insurance terms and conditions when your card is issued but they are also available at sydbank.dk or at Sydbank.

28. Danish Payment Services Act

62.-(1) Unless otherwise provided by subsections (2)-(6), the payer's provider shall be liable to the payer for any loss resulting from the unauthorised use by others of a payment instrument. The payer shall only be liable pursuant to subsections (2)-(6) if the transaction has been correctly recorded and booked. In case of unauthorised use of a payment instrument, the payer's provider must immediately refund the amount to the payer. The payer is however liable without limit for any loss arising as a consequence of the payer having acted fraudulently or wilfully neglecting to fulfil his obligations under section 59.

(2) Except where a more extensive liability is prescribed by subsection (3) or (6), the payer shall be liable up to a limit of DKK 1,100 for any loss resulting from the unauthorised use by others of the payment instrument if the personalised security features of the payment instrument have been used.

(3) Except where a more extensive liability is prescribed by subsection (6), the payer shall be liable up to a limit of DKK 8,000 for any loss resulting from the unauthorised use by others of the payment instrument if the payer's provider establishes that the personalised security features of the payment instrument have been used, and:

1. the payer has failed to notify the payer's provider as soon as possible after having learned that the payment instrument was missing or that the unauthorised person had gained knowledge of the personalised security features,
2. the payer has passed on the personalised security features to the person responsible for its unauthorised use without the matter being covered by subsection (6), or
3. the unauthorised use was made possible as a result of the payer's gross negligence.

(4) The payer shall be liable for up to DKK 8,000 for any loss resulting from the unauthorised use by others of the payment instrument where the payment instrument has been read physically or electronically and in association therewith the unauthorised person has used a forged signature and the payer's provider establishes:

1. that the payer or a person to whom the payer has entrusted the payment instrument has failed to notify the payer's provider as soon as possible after having learned that the payment instrument was missing, or
2. that the payer or a person to whom the payer has entrusted the payment instrument has made unauthorised use possible as a result of gross negligence.

(5) Where the payer is liable pursuant to subsections (3) and (4), the total liability of the payer may not exceed DKK 8,000.

(6) The payer shall be liable without limit for any loss arising from the unauthorised use by others of the payment instrument where the personalised security features of the payment instrument have been used and the payer's provider establishes that the payer has disclosed the personalised security features to the person responsible for its unauthorised use, and that this has occurred under circumstances

where the payer realised or should have realised that there was a risk of misuse.

(7) Notwithstanding subsections (2)-(6), the payer's provider shall be liable for unauthorised use which takes place after the provider has been notified that the payment instrument is missing, that an unauthorised person has obtained knowledge of the personalised security features, or that for other reasons the payer wishes to have the payment instrument blocked.

(8) Notwithstanding subsections (2)-(6), the payer's provider shall be liable for unauthorised use if the provider has not taken appropriate measures, cf. section 60(1) 2.

(9) Notwithstanding subsections (2)-(6), the payer's provider shall also be liable if the payee knew or should have known that the use of the payment instrument was unauthorised.

(10) It may be agreed that subsections (1)-(6) shall not apply to micropayment instruments used anonymously or where the payer's provider is unable to prove that the payment transaction was authorised due to the nature of the payment instrument. It may also be agreed that subsections (7) and (8) shall not apply to micropayment instruments where it is not possible to block the use of the micropayment instrument due to the nature of the payment instrument.

(11) Subsections (1)-(6) shall apply to e-money except where it is not possible for the payer's provider of e-money to block the payment account or the payment instrument.

29. Glossary

Private card

A Sydbank MasterCard that is used to pay for a cardholder's personal expenses. In connection with a private card an agreement may be made whereby part of the card account balance is paid. The full balance may be repaid at any time to avoid interest charges. A private card is referred to as a double card when the cardholder also holds a business card. The double card includes the advantages listed in 27.

Family card

An additional Sydbank MasterCard Private card which a holder of a private card may have issued to his spouse/ cohabiting partner or children living at home above the age of 18. There is no separate card account for a family card. The holder of a family card is authorised to use the card account with his Sydbank MasterCard. The accumulated spending on the family card will be charged to the card account opened in connection with the private card that is a precondition for having a family card issued. The physical family card is identical to the private card. The family card includes the advantages listed in 27.

Double card

A Sydbank MasterCard that is issued in connection with a business card and that is used to pay for a cardholder's personal expenses. In connection with a private card an agreement may be made whereby part of the card account balance is paid. The full balance may be repaid at any time to avoid interest charges. The double card includes the advantages listed in 27.

Merchant

Any shop, hotel, restaurant or other place where you may use your Sydbank MasterCard. Please look for the MasterCard logo.

Card account

The account where transactions in connection with the use of your Sydbank MasterCard accumulate. A card account is opened in connection with each Sydbank MasterCard, however not a family card. Business cards have the same card account unless otherwise agreed. In Sydbank's Net-Bank and in Online Banking your card account is called an agreement number.

Clearing account

The account from which the accumulated spending on the card account is paid.

Account holder

The business for which the card account has been opened.

Cardholder

The person to whom a Sydbank MasterCard has been issued.

Spending limit

The maximum amount that can be drawn on the card account.

Distance selling

Payment transactions not involving reading of the card combined with the cardholder's signature or disclosure of the PIN, eg:

- transactions based on disclosure of card number, eg via the internet (possibly combined with the security procedure MasterCard SecureCode) or telephone orders
- transactions based on disclosure of card number, eg via mail orders where the cardholder has provided his signature
- transactions based on reading of the card but where the cardholder does not enter his PIN or provide his signature, eg self-service machines at bridges.

MasterCard SecureCode

MasterCard SecureCode is an extra level of security against the misuse of card information when making transactions on the internet. Before using MasterCard SecureCode in connection with online transactions, the cardholder must create his own MasterCard SecureCode. This SecureCode is needed to make future purchases from merchants offering MasterCard SecureCode.

Receipt

Information on a payment provided on paper or electronically.

Sydbank MasterCard

A cash and debit card that can be used in Denmark and outside Denmark.

Denmark

Denmark, Greenland and the Faroe Islands.

Abroad

All parts of the world, except Denmark, Greenland and the Faroe Islands.

Calculation date

The date on which spending on the card account is calculated and the account holder is notified of the due balance. The calculation date is 14 days prior to the first day of a month, however always a banking day.

Maturity date

The final date for payment of the balance due which has been calculated as at the end of an accumulation period. The earliest maturity date is the first banking day of a month following the calculation date.

Accumulation period

The period between two calculation dates during which spending etc is accumulated on the card account.

PBS A/S

PBS Danmark A/S and PBS International A/S manage eg the Dankort and Visa/Dankort systems on behalf of banks and are their business partner as regards MasterCard.

PBS International A/S

The acquirer for MasterCard.

MasterCard International

The payment card association with whom Sydbank cooperates as regards MasterCard.

PIN

Personal Identification Number. The PIN is the personal, secret code of a Sydbank MasterCard.

Tariff of Charges

The interest rates, charges and fees etc on a Sydbank MasterCard in force from time to time. The Tariff of Charges was given to you together with the card but is also available at sydbank.dk or at the Bank.

Guarantee fund for depositors and investors

Sydbank is subject to the provisions of the Danish Guarantee Fund for Depositors and Investors Act.

Useful advice

– Sydbank MasterCard

Most Danes have one or more debit cards. Even though debit cards are one of the safest means of payment, they are occasionally misused. If you follow the advice below, you will help to make them even safer.

Before use

Consider your Sydbank MasterCard as cash. Keep it safe at home as well as away from home. Do not leave it for others to see.

Memorise your PIN. Use a PIN memoriser if you are not sure whether you will always be able to remember your PIN. PIN memorisers are available at www.dankort.dk or at Sydbank. Never disclose your PIN to anyone else – it is personal and confidential and no one else must know your PIN.

Do not use your PIN as a password in other contexts, eg for your PC or NetBank.

During use

Protect your PIN when entering it. Make sure that you are not overlooked by anyone.

Never sign a receipt before the total amount has been filled in. Remember your receipt and save it for when you check your statement.

After use

Compare your receipts with your statement of transactions or card account via Online Banking.

Check regularly that you have not lost your card.

Take immediate action if your card is lost or if you suspect that it has been misused or if others know your PIN. Contact Sydbank Card Service as soon as possible.

When using your Sydbank MasterCard outside Denmark...

... you may only use your PIN in ATMs, payment machines and shops where the MasterCard logo is displayed.

Don't forget your passport!

Foreign banks will often ask to see your passport if you wish to make cash withdrawals over the counter.

If your Sydbank MasterCard is lost or stolen...

or if you suspect that someone knows your PIN or that someone is using your card/card number without authorisation, contact your Sydbank branch or:

- tel +45 44 232 232
- fax +45 44 68 11 36

You must state your name and address, your card number or CPR number and that your bank is Sydbank. Your card will be blocked immediately and cannot be used.

Read more on the internet

Further information on debit cards and useful advice is available at the following websites:

www.crimprev.dk
www.dankort.dk
www.pbs.dk

Useful advice – internet transactions

Transactions involving Sydbank MasterCards can be made as safely on the internet as in an ordinary shop.

If you wish to use your Sydbank MasterCard to shop online, you must enter your card number, the card's expiry date and sometimes the card's three-digit security code.

MasterCard SecureCode offers you an extra layer of security against misuse of card information when shopping online.

General advice – internet transactions**Read the conditions of sale**

If you wish to make a purchase, you should read the conditions of sale carefully. You must ensure that this single transaction does not involve a subscription or entail several payments unless this is your intention.

Save the documentation

When you have ordered an article, you should save the documentation from the purchase either as a hard copy or by

making a screen print of the details of the purchase. Also remember to save the address of the shop and the site so you can cancel the purchase/subscription if necessary. The internet shop is obliged to send a receipt for the purchase, eg via email. You should also save this receipt. Check the entries on your card account/statement of transactions

You must check your statements of transactions regularly. If there are entries that you do not recognise, you should contact Sydbank immediately.

Specific advice – internet transactions involving Sydbank MasterCard**Protect your card number**

Never disclose your card number unless you are in an actual purchase situation where you wish to pay for something. In other situations you should never, even though you are asked to, enter your card number. Not as an ID, as part of any "membership information", nor in order to proceed to the following page.

Protection of data in Denmark

All Danish internet shops protect your payment information using SSL encryption. You can easily check whether the connection between your computer and the internet shop is secure. If the connection is secure there will be a closed padlock in the lower right-hand corner of your internet browser. Do not enter your card number etc before the connection is secure.

Protection of data outside Denmark

You can make purchases with foreign internet shops using your Sydbank MasterCard. Some foreign internet shops do not yet use SSL encryption to protect payment information. You can easily check whether the connection between your computer and the foreign internet shop is secure. If the connection is secure there will be a closed padlock in the lower right-hand corner of your internet browser. Do not enter your card number etc before the connection is secure.

Subscriptions with internet shops

When you take out a subscription, you allow the internet shop to transfer amounts from your Sydbank MasterCard without any action on your part. Therefore you should study the payment conditions of the subscription in detail before disclosing your card number etc.

New Sydbank MasterCard

When your Sydbank MasterCard is renewed, the card will have a new expiry date. If you have taken out a subscription, you must remember to inform the relevant internet shop about the new date of expiry so that the subscription can continue.

Read more on the internet

Further information on internet transactions is available at:

- www.forbrugersikkerhed.dk
- www.betaling.dk
- www.net-tjek.dk

Useful card advice

- Keep your card safe
- Never disclose your PIN to anyone else
- Cover your hand when entering your PIN
- Make sure that the amount and date are correct before signing a sales slip
- Save your receipts and sales slips so that you can check your bank statement
- Take care of the magnetic stripe – keep the card away from eg magnetic locks
- Watch the expiry of the card

After expiry the card will be rejected.

Before expiry your card can be replaced at your Sydbank branch