

# Terms and Conditions – Visa/Dankort Private Banking

## Valid from October 2018

## 1. Terms and Conditions – Visa/Dankort Private Banking

### General information

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 the Bank and its customers unless otherwise expressly agreed between the parties or determined by Sydbank. These Terms and Conditions apply to the use of Visa/Dankort Private Banking cards. The Terms and Conditions describe the use of the card as a physical card as well as a card in the wallet. Unless otherwise stipulated, these Terms and Conditions apply to the use of the card as a Dankort card as well as a Visa card and as a physical card and a virtual card in the wallet. A glossary of the terms used is provided on page 7. Visa/Dankort Private Banking cards are subject to the following additional terms and conditions:

## 2. Card use

Visa/Dankort Private Banking is a payment instrument that can be used in Denmark and abroad.

If a merchant accepts Dankort cards as well as Visa cards, the merchant may have chosen Dankort or Visa as its preferred method of payment. According to current legislation the merchant must ensure that you can change the selection made by the merchant and pay with the part of the card preferred by you via the payment terminal. Your account statement will always show whether a payment was processed as a Dankort or a Visa transaction. You should be aware that paying by Visa may involve a fee and that the transaction amount will be deducted from the monthly spending limit on your Visa card, see 2.4.

### 2.1 Cash withdrawals

You can use a Dankort card and a Visa/Dankort card to withdraw cash at ATMs that accept Dankort cards and/or Visa cards. In addition a Dankort card can be used for over-the-counter cash withdrawals at Sydbank and most other Danish banks and a Visa card can be used to withdraw cash from banks that accept Visa cards. Please note that not all ATMs accept Dankort cards. In such case the withdrawal will be processed as a Visa card withdrawal. The fees for using the card as well as any spending limits appear from the Tariff of Charges for Sydbank Visa/Dankort Private Banking.

### 2.2 Purchases

You can use a Visa/Dankort card to pay for goods and services at merchants that accept Dankort cards and/or Visa cards. You can also use the card to make online purchases and purchases by mail and telephone order. In addition you can use the Visa/Dankort Private Banking card to pay at self-service machines. The Dankort or

Visa logo will be displayed at a merchant or on a merchant's website when the merchant accepts Dankort and/or Visa.

If a merchant owes you money, some merchants can credit the amount to your account via your Visa/Dankort Private Banking card. You may not use your Visa/Dankort Private Banking card for illegal purposes, including the purchase of goods and services that are illegal according to local legislation. If you use your Visa card to make purchases abroad, you may be asked to choose whether you wish to pay for your purchase in local currency or in Danish kroner, see also 18.4.

### 2.3 Amounts debited to your account

As a rule purchases and withdrawals using your Dankort card will be debited to your account on the same day that a purchase or withdrawal is made. Visa transactions will be shown the day after your purchase or withdrawal at the earliest. The time of debiting will however depend on when Sydbank receives the transaction.

### 2.4 Spending limits

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

### 2.5 Contactless functionality or card in wallet

If you use the contactless functionality or a card in the wallet (eg Dankort på mobilen), please note that there is a maximum limit per transaction without entering your PIN. You can always see the maximum limit in Sydbank's Tariff of Charges. Any adjustment to the limit will be made without notice unless the amount is increased or reduced by more than 50% within a calendar year.

If a transaction exceeds the current amount limit, you will automatically be prompted to approve the payment by entering your PIN. From time to time you may be asked to approve the payment by entering your PIN even though the amount is within the current amount limit.

### 2.6 Games and lotteries

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

### 2.7 Dankort – withdrawal limits

Dankort cards have daily withdrawal limits. The withdrawal limits are available at sydbank.dk and are listed in Sydbank's Tariff of Charges.

### 2.8 Visa – withdrawal limits

Visa cards 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 withdrawal limits are available at sydbank.dk and are listed in Sydbank's Tariff of Charges.

## 2.9 Other limits

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.

## 2.10 Card in wallet with amount limit

You may allow others – eg your child – to make payment with your Visa/Dankort Private Banking card subject to special limitations by means of a virtual card in a wallet (eg Dankort på mobilen). This is done via special apps for your mobile phone where you add a payment option via your Visa/Dankort Private Banking card and set amount limits. After adding this payment option the person will be able to pay with his phone at merchants. Instructions about set-up and use will appear from the app.

## 2.11 Loyalty programmes

Your Dankort card and your Visa card can be linked to various loyalty programmes. Your Dankort card may only be linked to loyalty programmes that have been approved by Nets. You can see which loyalty programmes have been approved here: <http://dankort.dk/Pages/Loyalitetskort.aspx>.

# 3. Use of Visa/Dankort Private Banking cards

Before approving a payment or withdrawal, you must always ensure that the amount shown on the sales slip or terminal is correct. Payments that you have approved cannot be revoked. See however 8 and 9 on the reversal of payments.

When making purchases or withdrawals, you should wherever possible always ensure that you obtain a receipt. You must also ensure that it matches the amount withdrawn or the purchase made and that the date is correct. You should always save the receipt until you have checked that the correct amount has been debited to your account, see 7. Some self-service machines do not issue a receipt when a payment is made.

Visa/Dankort Private Banking cards can be used in the following ways:

Use where data is read electronically directly from your Visa/Dankort Private Banking card:

- using the chip or magnetic stripe as well as the PIN
- using the chip or magnetic stripe as well as your signature
- using the contactless functionality
- using a wallet, eg Dankort på mobilen
- using the chip or magnetic stripe at self-service machines where the PIN is not entered.

Use where data is not read electronically directly from your Visa/Dankort Private Banking card (eg via the internet):

- using the card number, expiry date and security code.

Use in connection with pre-registration of card information, eg:

- agreement with a merchant to register card information for future purchases approved and initiated by you
- subscription where the merchant debits amounts as specifically agreed with you

- agreement with a digital wallet provider where you register your card information for future purchases approved and initiated by you.

### 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.

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

When using your Visa/Dankort card for instance to hire a car or check into a hotel, you will usually be asked to allow the car rental company or hotel to subsequently withdraw additional amounts. You should be aware that this allows the car rental company or the hotel to subsequently debit amounts to your account, see 8.

Merchants, eg car rental companies or hotels, may also reserve an amount via your card to fully or partly cover the final invoice. However you must consent to the amount reserved by a merchant.

## 3.1 Contactless functionality

If you have a contactless card, you can use the contactless functionality to make purchases at merchants offering this service. The card is used without placing your card in the terminal. Instead you accept a payment by holding your card against a contactless-enabled terminal (at a distance of 0-3cm). Contactless-enabled terminals will have this symbol:



There is a maximum limit per transaction without entering your PIN, see 2.5. From time to time you may be asked to approve the payment by entering your PIN even though the amount is within the current limit for contactless payments.

## 3.2 Dankort på mobilen and cards in wallets

If you already have a physical Visa/Dankort Private Banking card, you can store your card on an app in your mobile phone and pay with eg your card via this functionality (Dankort på mobilen). A list of approved wallets is available here <http://dankort.dk/pages/Dankort-i-apps.aspx>. You can register your Dankort card in all approved wallets that accept Dankort på mobilen from your bank. Registration takes place using NemID (or similar verification). The physical card with which you wish to make payment must be registered in the app. Moreover you will be asked to choose a personal PIN to use in connection with purchases via eg Dankort på mobilen that require a PIN. Information and instructions about set-up and use will appear from the app. Dankort på mobilen cannot be used for online purchases or purchases by mail or telephone order.

### 3.3 Self-service machines without PIN

At some self-service machines you can use your Visa/Dankort Private Banking card without entering your PIN or providing your signature. In these cases you approve the transaction when the terminal has read your Visa/Dankort Private Banking card or when you subsequently press "Godkend" (approve).

### 3.4 Use of card number, expiry date and security code

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 "Verified by Visa" or "Dankort Secured by Nets" merchant (see 6), you will also need to enter the single-use code you will receive by text message in connection with the purchase. This code is the merchant's guarantee that the card is in the possession of the cardholder at the time of payment.

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 online purchases or purchases by mail or telephone order, etc.

### 3.5 Pre-registration of card information

You can register your card information with a merchant or with a digital wallet provider so you do not need to enter this information when you approve future online purchases. Please follow the instructions from the merchant or the digital wallet provider.

A list of approved digital wallets and unique device IDs that you can sign up for with the Dankort part of your Visa/Dankort Private Banking card is available here: [<http://dankort.dk/pages/Dankort-i-apps.aspx>].

You can also agree to register your card information with a merchant in connection with subscriptions or other recurring payments. The merchant will debit the agreed payments without you approving each payment. If you use your card information in this way, you must make sure that any cancellation of the subscription complies with the merchant's terms and conditions.

As regards all solutions mentioned in 3.5, you must contact the merchant or digital wallet provider to register the new card information if you change your card and you wish to continue being able to make payment without approval. This will not happen automatically.

## 4. Safekeeping of your Visa/Dankort Private Banking card and PIN

### Card and Dankort på mobilen

Your card is personal and may only be used by you. As soon as you receive the card, you must sign the signature strip on the back of the card. You may not hand over or entrust the card to anyone else. This also applies to Dankort på mobilen – cf however cards in wallets with amount limits.

### PIN

Your PIN is personal and may only be used by you. You should memorise your PIN. You must not keep your PIN together with your

card, write it on the card, save your PIN on your mobile phone or keep it together with your phone. You must not disclose your PIN to anyone else or otherwise allow anyone to obtain knowledge of the PIN. When entering your PIN, you must ensure that you are not being overlooked by anyone. 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 Sydbank immediately. 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 a PIN memoriser that is available at [sydbank.dk/pinkodehusker](http://sydbank.dk/pinkodehusker). You can also view your PIN in Sydbank NetBank under "Card overview".

## 5. Authority

If you would like someone else to be able to make withdrawals from your account with a Visa/Dankort card, this person must have a power of attorney for your account and his own card with its own PIN. The use of the card by the additional cardholder is subject to the same terms and conditions as those applying to you. However special rules apply to Dankort på mobilen with amount limits, see 2.10.

Remember to inform Sydbank if you would like to cancel the additional card. Sydbank will then cancel the power of attorney and send a notification of blocking/request the return of the card.

## 6. Secure online payments

Verified by Visa and Dankort Secured by Nets provide an extra layer of security against the unauthorised use of card information when making transactions on the internet. Security in connection with online shopping involves – in addition to the card – a single-use code that you will receive by text message from Nets in connection with the payment. Security in connection with online shopping can also involve – in addition to your card information – your NemID to approve the payment, for instance where you have not provided your mobile number to Sydbank or your mobile number has changed – see 6.1. This security is only used by merchants offering Verified by Visa or Dankort Secured by Nets.

### 6.1 Registration

When you have activated your new card it will automatically be registered for Verified by Visa and Dankort Secured by Nets if you have provided your mobile number.

You can change your mobile number via [nets.eu/sikkernethandel](http://nets.eu/sikkernethandel) using NemID or by contacting Sydbank.

If your mobile number is not registered with Sydbank you can use your NemID to execute payment.

Please note that not all Dankort transactions require Dankort Secured by Nets even though this is displayed on the merchant's website. Small transactions can often be made without using Dankort Secured by Nets.

## 6.2 Specific conditions concerning the card and the registered mobile phone

Since your mobile phone will constitute part of the security of shopping online at merchants offering Dankort Secured by Nets or Verified by Visa, you must ensure that unauthorised persons do not have or cannot gain unimpeded access to your card and your mobile phone. Consequently we recommend that you use a password/code for your mobile phone. You must change/deregister your mobile phone number with Verified by Visa as soon as possible if you lose the mobile phone on which you receive single-use codes. If you also lose your card this must also be blocked, see 10.

## 7. Checking account entries

You are under an obligation to check the entries on your account regularly. If you spot transactions that do not match your receipts or that you believe to be unauthorised, you must contact Sydbank immediately. You may eg use the safe channel of communication made available by Sydbank via NetBank. When checking your account entries, you should 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 at the time of booking. Please note the time limits in 8 and 9 concerning the reversal of payments.

## 8. Reversal of payments that you have approved

### 8.1 If you did not know the final amount before approving the transaction

If you did not know the final amount when you approved the payment and the amount subsequently debited to your account is significantly larger than could reasonably be expected, you may be entitled to a reversal of the payment.

This may occur for instance in connection with hiring a car or checking out of a hotel where you have agreed that the merchant may subsequently charge you for eg petrol or items consumed from the mini bar. You must contact the Bank no later than eight weeks after the amount has been debited to your account if you believe that you are entitled to a chargeback where you have not approved the final amount.

### 8.2 Online purchases and purchases by mail and telephone order

If you have used your card to purchase goods or services in one of the following ways:

- on the internet
- by mail or telephone order
- in other situations where the card is not read but where card information (card number etc) is provided to implement the transaction
- at self-service machines without entering your PIN

you may be entitled to a chargeback if:

- the merchant has charged an amount larger than agreed, or

- you have not received the article/service ordered, or
- you have exercised an agreed or statutory right of cancellation before the article/service was delivered.

You should first attempt to resolve the problem with the merchant before you contact Sydbank, and you must be able to substantiate that you have contacted or attempted to contact the merchant, eg by way of an email or a letter. It is a condition that you contact the Bank as soon as possible after you become or should have become aware of any unauthorised transactions. To the extent possible you must submit your complaint no later than 14 days after you become or should have become aware of your possible claim. When assessing whether you have made the complaint in due time, the Bank will take into account your obligation to check your account entries regularly, see 7.

Sydbank will subsequently examine your complaint. While the complaint is being examined, the disputed amount will normally be credited to your account. If the complaint proves to be unjustified, the amount will be debited to your account. If your complaint proves to be unjustified, the Bank may charge interest from the time when the amount was credited to your account and until it is debited as well as a fee for obtaining a copy of the sales slip, see the Tariff of Charges. These rules apply whether you have used your physical card, your card in a wallet or via a digital wallet.

### 8.3 Reversal of payments – distance selling

As a cardholder, there are several circumstances where the reversal of a payment is possible if your purchase was made online or by telephone or mail order. These may vary depending on whether you used your Dankort card or your Visa card to pay for the purchase. Further information is available at [www.nets.eu/kortholderindsigelse](http://www.nets.eu/kortholderindsigelse) or by contacting your Sydbank branch.

## 9. Reversal of payments that you have not approved

If you believe that your Visa/Dankort Private Banking card has been used for one or more transactions that you have not approved, contributed to 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 account entries regularly, see 7. Under all circumstances you must contact Sydbank no later than 13 months after the amount was debited to your account. Sydbank will subsequently examine your complaint. While the complaint is being examined, the disputed amount will normally be credited to your account. If the complaint proves to be unjustified, the amount will be debited to your account. If the examination reveals that an unauthorised person has used your card, the Bank may hold you responsible, see 11. In addition the Bank may charge interest from the time when the amount was credited to your account and until it is debited as well as a fee for obtaining a copy of the sales slip, see the Tariff of Charges.

## 10. Your obligation to block your Visa/Dankort Private Banking card

## Card

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

- you lose your card,
- 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 have other reasons to suspect misuse of the card.

Outside banking hours you must block your card by calling Nets on tel +45 44 249 249, which provides a 24-hour service. When contacting Nets, you must state your name, address, the name of your Sydbank branch and your account number or civil registration number to have the card blocked immediately.

You can also block your card in Sydbank NetBank.

When the card has been blocked, you will be informed of 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. Please note that when your card has been blocked, you cannot use cards in wallets.

## Card in wallet (eg Dankort på mobilen)

As with physical cards you must block your card in the wallet if:

- you lose your mobile phone
- you discover that your card in the wallet has been misused
- you have other reasons to suspect misuse of your card in the wallet (eg Dankort på mobilen).

Outside banking hours you must block cards in your wallet by calling Nets on tel +45 44 249 249, which provides a 24-hour service. When contacting Nets, you must state your name, address, the name of your Sydbank branch and your account number or civil registration number to have the card blocked immediately. You can also contact Nets by fax +45 44 68 11 36.

When your card in the wallet (eg Dankort på mobilen) has been blocked, you will be informed of the reason for and the time of the blocking. If your mobile phone with a blocked card in a wallet is found, you must contact Sydbank to agree on what action to take. If an unauthorised person obtains knowledge of your PIN for the wallet(s) in which you have registered your card, you must change the PIN as soon as possible. Follow the instructions in the wallet. Then contact Sydbank for further information on what action to take.

# 11. Your liability – misuse of Visa/Dankort Private Banking cards

## 11.1

If an unauthorised person has used your Visa/Dankort Private Banking card, Sydbank will cover the loss unless the loss is comprised by 11.2-11.6 below. Sydbank must prove that the loss is covered by 11.2 to 11.6.

## 11.2

If an unauthorised person has used your Visa/Dankort Private Banking card and the PIN has been used in this connection, you must cover up to DKK 375 of the total loss. The total amount payable by you is DKK 375 if several of your cards with the same PIN, private

cards as well as business cards, are misused in connection with the same event, provided however that all cards are blocked simultaneously.

## 11.3

You are liable for losses of up to DKK 8,000 if an unauthorised person has used your Visa/Dankort Private Banking card and the PIN has been used in this connection, and

- you have failed to notify Sydbank as soon as possible after having learned that the card or your mobile phone with a wallet containing eg Dankort på mobilen was missing or that the PIN has come to the knowledge of an unauthorised person, or
- you have disclosed the PIN to the person responsible for its unauthorised use and you did not realise or should not have realised that there was a risk of misuse, or
- the unauthorised use has been made possible as a result of your gross negligence.

However the total amount payable by you is DKK 8,000 if several of your cards with the same PIN, private cards as well as business cards, are misused in connection with the same event, provided however that all cards with the same PIN are blocked simultaneously.

## 11.4

You are liable for the loss in full if the PIN has been used in connection with the misuse under the following conditions:

- You have disclosed the PIN to the person who has misused your Visa/Dankort Private Banking card and you realised or should have realised that there was a risk of misuse.

## 11.5

You are moreover liable for the loss in full if you have acted fraudulently or intentionally failed to fulfil your obligations in accordance with the Terms and Conditions, including to keep the card or the mobile phone safe, to protect the PIN, see 4, or to block the card, see 10.

## 11.6

If you have several cards with the same PIN, private cards as well as business cards, the unlimited liability under 11.4 and 11.5 applies to each card that has been misused.

## 11.7

You are not liable for losses incurred after Sydbank has been informed that the card must be blocked. You are moreover not liable for losses if you have been unable to block your card due to circumstances at the Bank.

Moreover you are not liable if you were unable to discover the loss, theft or the unauthorised acquisition of the personalised security features prior to the unauthorised use.

In addition you are not liable for the unauthorised use of the card if it is caused by the actions of Sydbank's employees, agents or branches or an entity to which the Bank's activities have been outsourced or the inaction of any of these.

In accordance with the Danish Act on Payments Sydbank is liable for your loss if the payee knew or should have known that the use of the card was unauthorised.

## Translation: Regler for Visa/Dankort Private Banking

In accordance with the Danish Act on Payments Sydbank is also liable if you suffer a loss as a result of unauthorised use where Sydbank does not demand use of the PIN unless you have acted fraudulently.

You are only liable for losses caused by the unauthorised use of the card by another individual if the transaction has been registered and booked correctly at the Bank.

## 12. Sydbank's rights and liability

### 12.1 Sydbank's right to block your Visa/Dankort Private Banking card

Sydbank is entitled to block the use of your Visa/Dankort Private Banking card if:

- the account to which your card is issued has been closed, or
- you violate the Terms and Conditions, including if you overdraw the account to which the card is issued, or
- your Visa/Dankort Private Banking card has been misused or is presumed to have been misused by a third party.

If the 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 the Bank may demand that all cards relating to the account are returned. When your Visa/Dankort Private Banking card has been blocked, Sydbank will notify you of the reason for and the time of the blocking. In case of suspected or actual misuse or security threats, Sydbank may contact you by phone or other safe means of communication.

### 12.2 Card replacement

Sydbank is entitled to replace your card at any time.

### 12.3 Industrial disputes

If Sydbank and/or Sydbank's data centres become involved in an industrial dispute, you will not be able to use your Visa/Dankort Private Banking 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 Visa/Dankort Private Banking card in Denmark.

### 12.4 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.

## 13. 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. A card in a wallet expires simultaneously with the card to which it is linked. Before the card expires, you will receive a new card or be notified that the new card is available at the Bank. When you receive a new card you must store it in your wallet again.

## 14. Termination

Sydbank may terminate the agreement subject to two months' 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, the Bank may charge a fee for terminating the agreement, see the Tariff of Charges.

If the agreement is terminated by you or the Bank, you must return the card to the Bank. If you send the card by post, you must cut it in half before sending it.

## 15. Changes to the Terms and Conditions

The Terms and Conditions and the Tariff of Charges may be changed subject to two months' notice if such change is to your disadvantage. Any changes that are to your advantage may be made without notice. You will be notified of any changes by letter or electronically. 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.

If changes to the Terms and Conditions are made, these will be considered as having been accepted unless you inform 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 new terms and conditions enter into force. If you have paid the annual card fee in advance, you will receive a proportionate refund.

## 16. Complaints

If you have any complaints, you can contact Sydbank. If you do not obtain an acceptable resolution, you can contact the Danish Complaint Board of Banking Services ([www.fanka.dk](http://www.fanka.dk)) or the Danish Consumer Ombudsman ([www.forbrugerombudsmanden.dk](http://www.forbrugerombudsmanden.dk)).

Moreover you may complain to the authorities overseeing Sydbank's compliance with the Danish Act on Payments. The Consumer Ombudsman monitors disclosure requirements in connection with the implementation of payment services, rights and obligations relating to the use of payment services, the use of payment data and information about fees. The Danish Competition and Consumer Authority ([www.kfst.dk](http://www.kfst.dk)) monitors the rules for fees in other respects.

If you wish to file a complaint regarding the blocking of your card, you can also contact Sydbank. If you do not obtain an acceptable resolution with Sydbank, you can file a complaint with the Danish Data Protection Agency ([www.datatilsynet.dk](http://www.datatilsynet.dk)).

## 17. New copy of the Terms and Conditions

If for some reason you need the Terms and Conditions, you can find them at [sydbank.dk](http://sydbank.dk) or you can contact your Sydbank branch.

## 18. Fees and currency conversion

### 18.1 The Bank's fees

Information on any fees as well as when they are charged and whether they are charged in advance appears from the Tariff of Charges at [sydbank.dk](http://sydbank.dk).

### 18.2 The merchant's fees

Merchants may charge a fee when your Visa/Dankort Private Banking card is used abroad and in foreign internet shops.

### 18.3 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 Visa/Dankort Private Banking 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.

### 18.4 Currency conversion by merchants (DCC – Dynamic Currency Conversion)

If you use your card abroad, a merchant may offer to conduct a currency conversion before payment is made.

Before you give your approval, the merchant must inform you of the fees charged and the exchange rate used in connection with the conversion. You should be aware that the rate used by the merchant may differ from the Bank's exchange rate and that the Bank has no influence on the conversion rate used by the merchant.

## 19. Assessment of card applicants

Visa/Dankort Private Banking cards are issued subject to individual assessment.

## 20. Consent to the use, storage and disclosure of information

By accepting these Terms and Conditions and using the card you consent to the processing of personal data. When your card is used, information such as the card number, amount, date of card use as well as place of use is considered as personal data. Information about you is processed solely as required for your use of the card as agreed including for the execution of payments. The information is processed in accordance with the data protection rules, including Regulation (EU) 2016/679 of the European Parliament and of the Council. This information is passed on by the merchant to Sydbank. The information is stored by the merchant, the merchant's bank/Nets and Sydbank.

The information is used in the Bank's bookkeeping, in bank statements and in relation to any subsequent error correction. When you use the Visa part of your Visa/Dankort, the information used to execute your payment will also be stored by Visa Inc. which is obliged to store and process the information in accordance with EU's General Data Protection Regulation. 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. In connection with registration for Verified by Visa, your mobile number will be passed on to and stored by Nets in order to send single-use codes. You may at any time revoke your consent to the processing of your personal data by contacting Sydbank. However if you revoke your consent, please note that you will no longer be able to use the card.

If you have any questions regarding the processing of your personal data, you are more than welcome to email Sydbank's Data Protection Officer (DPO) at [dpo@sydbank.dk](mailto:dpo@sydbank.dk).

If you wish to file a complaint about the processing of your personal data, you can contact Sydbank's Data Protection Officer (DPO) at [dpo@sydbank.dk](mailto:dpo@sydbank.dk) or the Danish Data Protection Agency, Borgergade 28, 5., 1300 Copenhagen K, Denmark ([dt@datatilsynet.dk](mailto:dt@datatilsynet.dk)).

## 21. Registration of blocked Visa/Dankort Private Banking cards

When your Visa/Dankort Private Banking card has been blocked, see 10 and 12, the card number will be registered with the banks' central register of blocked Dankort cards and Visa/Dankort cards. Blocked Visa/Dankort cards may moreover be included in Visa's list of blocked card numbers.

The central register of Dankort cards is accessible to banks and merchants that accept payments via Visa/Dankort so that they can check whether a card used for a payment has been blocked.

## 22. Glossary

### Banking day

All days except Saturdays, Sundays and public holidays, Friday following Ascension Day, 5 June, 24 and 31 December.

### Card

The physical card

### Contactless payment

Contactless payments are payments using the card's chip without placing the card in the card terminal. It is sufficient to hold the card at a distance of 0-3cm to the contactless symbol on the card terminal.

### Dankort på mobilen

A virtual version of the Dankort part of your Visa/Dankort Private Banking card that may be stored in a wallet on your mobile phone.

### Dankort på mobilen with amount limit

Dankort på mobilen with amount limit is a solution where the cardholder sets an amount limit for a virtual card and authorises another person (typically a child) to use the virtual card with the amount limit. It is the cardholder who sets the limits for the use of the virtual card subject always however to the maximum limit determined by Dankort (Nets). The virtual card with the amount limit works in the same way as the standard Dankort på mobilen at the moment of payment.

### Dankort Secured by Nets

## Translation: Regler for Visa/Dankort Private Banking

Dankort Secured by Nets provides an extra layer of security against the unauthorised use of card information when making transactions on the internet.

### Digital wallet

A digital wallet is a personal software-based solution where your card information is stored for future online purchases with an online merchant.

### Dynamic Currency Conversion

Is used by some merchants to enable you to pay abroad in Danish kroner. The currency conversion is made by the merchant and Sydbank has no influence on the conversion rate used.

### Loyalty programmes

An overall term for solutions where a cardholder's card can be linked to a provider of a loyalty programme and the cardholder can subsequently earn bonus points etc or make donations when using the card.

### Merchant

Any shop, hotel, restaurant or other place that accepts payment by Dankort and Visa cards.

### NemID

NemID is a digital signature. A technical distinction is made between Bank NemID and OCES NemID but both types can be used to register for Dankort Secured by Nets and Verified by Visa.

### Nets

Nets – the company managing the Dankort system on behalf of banks.

### One PIN

The same personal, secret code used in connection with several cards.

### PIN

The personal, secret code of the card.

### Receipt

Information about a payment provided on paper or electronically.

### Reference rate

The rate of exchange used to convert foreign payments into Danish kroner.

### Single-use code

A code you receive by text message on the registered mobile phone. You will need the code to make future purchases from merchants offering Dankort Secured by Nets or Verified by Visa.

### SSL

SSL (Secure Sockets Layer) is an encryption standard used for the protection of data in transit over the internet.

### Tariff of Charges

The fees etc in force from time to time. The Tariff of Charges is available at your local branch.

### Transaction

A term for cash withdrawals or individual purchases in a shop, over the internet etc.

### Unique device ID

Unique device ID is used in payment software which has been security approved according to the PCI standard and where the cardholder may store part of his card information.

When the cardholder needs to execute payment in an internet shop, the cardholder can load the saved card data and must only enter the three-digit security code (CVC/CVV) from the back of the payment card to approve the payment.

### Verified by Visa

Verified by Visa provides an extra layer of security against the unauthorised use of card information when making transactions on the internet.

### Visa

The association determining the international rules of the Visa system.

### Visa/Dankort

A collective term for the physical card and the card in the wallet.

### Wallet

A personal, software-based solution where eg your Dankort card or other cards are stored. The wallet is available as an app that can be downloaded to your mobile phone.

### Wallet provider

A provider of wallets to be used for Dankort på mobilen.

## Guarantee Fund

As a customer of the Bank you are to a certain extent protected against losses through the Guarantee Fund (Danish guarantee scheme for depositors and investors). You can read about the scope of the coverage at [sydbank.dk](http://sydbank.dk) or at [gii.dk](http://gii.dk).

## Right of cancellation – retail clients

Section 18 of the Danish Act on Certain Consumer Contracts contains provisions on the right of cancellation in relation to distance selling of financial services. The provisions on the right of cancellation are described below and apply to retail clients only.

### Right of cancellation

You are entitled to cancel an agreement with Sydbank within 14 days. As a general rule the cancellation period runs from the date you entered the agreement, eg signed the agreement or placed your order. Under the Danish Act on Certain Consumer Contracts you are entitled to receive information, including information concerning your right of cancellation and the service you have ordered. The cancellation period does not expire until 14 days after you have received this information in writing, eg by letter or by email. If the last day of a cancellation period falls on a Saturday, Sunday, public holiday, Friday following Ascension Day, 5 June, 24 or 31



## Translation: Regler for Visa/Dankort Private Banking

December, the cancellation period will expire on the following business day.

### Notification of cancellation

Before the expiry of the cancellation period you must notify Sydbank by phone or in writing if you wish to cancel the agreement. The notification can be made to your Sydbank branch. If you wish to secure documentation that you have exercised your right of cancellation in time, you can send a registered letter and keep the receipt.

### Payment

If you exercise your right of cancellation, you must return any services you have received from Sydbank. The Bank is obliged to return the amount you have paid for the service, however excluding ordinary handling charges, commitment fees as well as third party fees. Moreover you must pay for that part of the service which has already been performed.

### Lapse of right of cancellation

Your right of cancellation will lapse before the expiry of the cancellation period if the agreement with your express consent has been performed completely by Sydbank and you.

## Useful advice – Visa/Dankort Private Banking

Payment cards are one of the safest means of payment available and the misuse of Dankort cards is negligible. You can help to make them even more secure by following the advice below.

### Before use

- Consider your Dankort (BlueCard) and Visa/Dankort as cash. Keep it safe at home as well as away from home. For instance, 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 [sydbank.dk/pinkodehusker](http://sydbank.dk/pinkodehusker).
- Never disclose your PIN to anyone else – including the bank or the police. It is personal and no one else must know your PIN.
- Do not use your PIN as a password in other contexts.
- Protect the devices on which you have installed eg your digital wallet. Make sure that the device is updated with the most recent version at all times and that a password/code is required to open your mobile phone.
- It is important that you have an antivirus programme which is kept updated, an operating system which is kept updated and that you use common sense when surfing on the internet, reading mails etc.

### During use

- Protect your PIN when entering it. Make sure that you are not overlooked by anyone.
- Decline assistance from “friendly helpers” when using your card.
- Never let anyone else use your card or your PIN – even if you are present yourself.

- Check the total amount on the terminal.
- Never sign a receipt before the total amount has been filled in.
- Remember your receipt and save it for when you check your statement.
- Take care of the card’s magnetic stripe. The information in the card’s magnetic stripe may be destroyed if the card is too close to magnetic fields such as magnetic bag clasps and certain electronic equipment.

### After use

- Check your account entries – via NetBank or your bank statement.
- Check regularly that you have not lost your card.
- Take immediate action if your card is missing or if you suspect that it has been misused. Contact the Bank or Nets as soon as possible.

## Useful advice – Visa/Dankort Private Banking abroad

### Use your PIN with care

When abroad you may only use your PIN at ATMs, payment machines and merchants where the Visa logo is displayed.

### Remember your passport or other photo ID

Foreign banks will often ask to see your passport if you wish to make withdrawals over the counter. You may also be required to provide proof of your identity at merchants.

### If your Visa/Dankort Private Banking card is missing or stolen

Report it immediately if your Visa/Dankort Private Banking card goes missing or is stolen. Also if you suspect that someone knows your PIN or that someone is using your card or card number without authorisation. Contact your Sydbank branch or Nets immediately on:

- tel +45 44 249 249

- fax +45 44 68 11 36.

You must state your name and address, that your bank is Sydbank as well as your account number or civil registration number. Your card will be blocked immediately and cannot be used.

### Read more on the internet

Further information is available at:

[www.crimprev.dk](http://www.crimprev.dk)

[www.dankort.dk](http://www.dankort.dk)

[www.nets.eu/dk](http://www.nets.eu/dk)

### Contact Sydbank

Always use the secure method of communication recommended by the Bank – eg via Online Banking or by phone – when contacting Sydbank. By communicating with the Bank this way you guard against anyone spying on your correspondence.

## Useful advice – internet transactions

Transactions involving Visa/Dankort Private Banking can be made as safely on the internet as in an ordinary shop. If you wish to shop online, you must enter your card number, the card’s expiry date and sometimes

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the card's three-digit security code in connection with payments by Dankort or Visa/Dankort.

## 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. Also remember to save the web 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 your account entries

You can regularly check your account entries if you have a NetBank agreement. If this is not the case you should check your bank statements. If there are entries that you do not recognise, you should contact the Bank immediately.

## Specific advice – internet transactions involving Visa/Dankort Private Banking

### 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 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 abroad

You can make purchases from foreign internet shops using your Visa/Dankort Private Banking card. 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 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 to the shop 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 Visa/Dankort Private Banking cards

When your Visa/Dankort Private Banking card is renewed, you will receive a new card number. If you have taken out subscriptions such as Brobizz, Netflix, Rejsekort or a mobile subscription, you will need to inform the relevant merchant about the new card number so that the subscription can continue.

### Where can I read more?

Further information on online transactions is available at:

- [www.forbrugersikkerhed.dk](http://www.forbrugersikkerhed.dk)
- [www.forbrug.dk](http://www.forbrug.dk)

## Tariff of Charges

Valid from January 2018

Card fee DKK 0

### Withdrawal fees in Denmark

At Sydbank's ATMs DKK 0  
 At other Danish banks' ATMs DKK 0  
 Over the counter at non-Sydbank branch DKK 0

### Withdrawal fees abroad

As a cash card 1.5%, min DKK 40<sup>1)</sup>  
 As a payment card DKK 0<sup>1)+2)</sup>  
 Over the counter at non-Sydbank branch 1.5%, min DKK 40<sup>1)</sup>

### Withdrawal limits in Denmark

Sydbank's ATMs during banking hours\* DKK 10,000  
 Sydbank's ATMs outside banking hours\* DKK 6,000  
 Other ATMs in Denmark per day DKK 2,000

\*Banking hours: all weekdays from 9am to 6pm

For contactless payments via Visa/Dankort cards, the spending limit for purchases at merchants without using the PIN is DKK 200 per purchase (as of 1 February 2018 the spending limit will be changed to DKK 350).

### Withdrawal limits abroad

Cash withdrawals Per day DKK 2,000 /  
 In any 30-day period DKK 25,000  
 As a payment card In any 30-day period DKK 25,000

### Other fees

Replacement card DKK 150  
Recovery of sales slip  
 If sales slip is in accordance with invoiced amount, per slip DKK 200  
 In other instances DKK 0

### Courier fee

Per delivery abroad outside the Nordic countries, the EU, Switzerland and Liechtenstein DKK 400

### Reorder of PIN

Per PIN DKK 50

### Resetting of spending abroad

(Only in exceptional cases and only according to agreement with Sydbank) DKK 200

### Games and lotteries

If the card is used at merchants that predominantly offer gambling and betting services, for instance casinos, lottery ticket sellers and race tracks, a spending limit of DKK 5,000 per day may apply.

Sydbank reserves the right to change the Tariff of Charges.

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<sup>1)</sup> In connection with the use of Visa/Dankort cards abroad, foreign currency will be converted to Danish kroner (DKK) at the reference rate published at [www.nets.eu/valutakurser](http://www.nets.eu/valutakurser) for the individual currency as well as an additional charge as stated below:

European currencies published at [www.nets.eu/valutakurser](http://www.nets.eu/valutakurser) (exchange rate on the banking day before the transaction is cleared at Nets) plus 1.5%.

Other currencies published at [www.nets.eu/valutakurser](http://www.nets.eu/valutakurser) (exchange rate on the banking day before the transaction is cleared at Nets) plus 2%. Exceptions may occur.

<sup>2)</sup> Merchants outside Denmark may charge a fee in connection with purchases. The merchant will inform you of the fee.

### Translation

The above is a translation of the Danish "Regler for Visa/Dankort Private Banking". In case of doubt the Danish original will apply.