

# Terms and Conditions

## – Dankort (BlueCard) and Visa/Dankort

(Valid from October 2020)

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# Terms and Conditions – Dankort (BlueCard) and Visa/Dankort

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## 1. Terms and Conditions – Dankort (BlueCard) and Visa/Dankort

### 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 Dankort (BlueCard) cards and Visa/Dankort cards. The Terms and Conditions describe the use of the card as a physical card as well as a card in a wallet. Unless otherwise stipulated these Terms and Conditions apply to the use of the card as a Dankort (BlueCard) card, a Visa card and as a physical card and a virtual card in a wallet. A glossary of the terms used is provided on page 12. Dankort (BlueCard) cards and Visa/Dankort cards are subject to the following additional terms and conditions.

## 2. Card use

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

In Denmark, according to current legislation, you can always choose whether you wish to pay with the Dankort part or the Visa part of your Visa/Dankort card if the merchant accepts both types of cards.

You may not use your card for illegal purposes, including the purchase of goods and services that are illegal according to legislation in the country in question.

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 abroad may involve a fee and that the transaction amount will be deducted from the monthly spending limit on your Visa card – also if you pay with the Visa part of your card in Denmark, see 2.6.

### 2.1 Cash withdrawals

You can use a Dankort card or a Visa/Dankort card to withdraw cash at most ATMs.

Please note that not all Danish ATMs accept Dankort cards. In such case the withdrawal will be processed as a Visa card withdrawal and this may involve a fee. The fee appears from the Tariff of Charges.

### 2.2 Purchases

You can use a Dankort card and 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 Dankort card and the Visa/Dankort card to pay at self-service machines. If a merchant owes you money, some merchants can credit the amount to your account via your card. 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 17.4.

### 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 the card is used. 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.

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

### 2.4 Contactless functionality

If you use the contactless functionality a maximum limit determines whether your PIN must be entered. Maximum limits are available at sydbank.dk. Limits may be changed and you will not be notified unless the amount is increased or reduced by 50% or more within a calendar year.

If a transaction exceeds the current amount limit, you will be asked to enter your PIN – either on the payment terminal or to approve the payment on your mobile phone. You may also be asked to enter your PIN even though the amount is within the current amount limit.

### 2.5 Games and lotteries

When you use your 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.

### 2.6 Amount limits/fees

Visa cards have an overall limit for purchases and withdrawals applying to any 30-day period, including limits on the maximum amount withdrawable using a Visa card from banks and ATMs per day. These limits appear from the Tariff of Charges.

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The daily withdrawable limits using a Dankort card and the maximum amounts per withdrawal are also stated in the Tariff of Charges.

Please note that a fee may be charged when you withdraw cash. The fees appear from the Tariff of Charges.

In addition individual merchants may set limits on card use.

### 2.7 Cards in wallets with amount limits

You may allow others – for instance your child – to make payments with your card subject to special limitations – by means of a virtual card in a wallet.

This is done via special apps for your mobile phone where you add a payment option via your card and set amount limits. After adding this payment option the person will be able to pay with his mobile phone at merchants.

Instructions about set-up and use will appear from the app.

### 2.8 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 Dankort cards or Visa/Dankort cards

### 3.1 Payment

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 7 and 8 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 6. Some self-service machines do not issue a receipt when a payment is made.

When a payment is made information on your card is used to execute the payment. The card's data is read using the chip, the magnetic stripe or via a wallet in your telephone. When the contactless functionality of your card is used, data is read using the chip and when you make a payment using a wallet, data is read via your mobile phone. When shopping online or taking out a subscription, you will need to enter information from your card (card number, expiry date and security code) – see 3.3 and 3.4.

When entering your PIN or using other personalised security features, you must ensure that others cannot gain access to your passwords, codes etc.

### 3.2 Other payment issues

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

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

When using your Dankort card or 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 7.

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.

### 3.3 Cards in wallets

You can store your card on an app in your mobile phone (eg Dankort på mobilen and Apple Pay). Dankort cards can only be stored in wallets that have been approved by Nets. A list of approved wallets is available here: <http://dankort.dk/pages/Dankort-i-apps.aspx>. Information and instructions about set-up and use will appear from the wallet chosen.

### 3.4 Online transactions and 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 "Visa Secure" or "Dankort Secured by Nets" merchant (see 4), you will normally need to use an additional personalised security feature. The security feature consists of a password created by you for online transactions and a single-use code you receive by text message. Your password for online transactions together with the single-use code received by text message represent the merchant's guarantee that the card is in the possession of the cardholder at the time of payment. Before entering the code, you must ensure that the name of the merchant and the correct amount appear from the text message containing the code. You will also be able to use your NemID as a personalised security feature when approving a payment online.

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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 or similar personalised security feature 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 shopping online. Please follow the instructions from the merchant or the digital wallet provider.

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. However the first payment must always be approved using the personalised security feature. 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 (for instance in connection with subscriptions, BroBizz etc) or the 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 Dankort cards, Visa/Dankort cards and personalised security feature

### 4.1 Cards

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 if you have registered your card in a wallet unless it concerns Dankort på mobilen with an amount limit.

### 4.2 Personalised security feature – physical merchants and ATMs

Your personalised security feature, eg your PIN, is personal and may only be used by you. Also you must not disclose your PIN or other personalised security feature to anyone else or otherwise allow anyone to obtain knowledge of the security feature. When using your personalised security feature, you must ensure that you are not being overlooked by anyone. If you suspect that someone else may have gained access to your personalised security feature, you must contact Sydbank immediately.

### PIN

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. Unless you have chosen to use the same PIN for several cards, you will automatically receive a PIN for your card.

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 via MobilBank or NetBank under "Card overview".

### 4.3. Personalised security feature – online transactions

Visa Secure and Dankort Secured by Nets provide an extra layer of security against the unauthorised use of card information when making transactions on the internet. This security is used in connection with online transactions and the security solution is offered by the merchant. In certain circumstances the Bank is legally entitled to reject your payment if the use of an additional security feature is not offered to you by the merchant. After entering your card information, security in connection with online shopping involves using a password for online transactions as well as a single-use code that you will receive by text message. The password for online transactions is created by you.

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

### 4.4 Use of personalised security feature for online transactions

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

If you do not have a password for online transactions, you will be asked to create one for this purpose via a screen image from Nets. You will need to use this password together with a single-use code you will receive by text message.

Instead of using a password together with a text message you can also use your NemID to approve a payment, for instance where you have not disclosed your mobile number to your bank or your mobile number has changed.

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

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You can also use NemID to register your mobile number with Nets, after which you can create a password for online transactions and receive a single-use code by text message which is necessary to make payments.

### 4.5 Security – card and telephone

Since your mobile phone will constitute part of the security of shopping online at merchants offering Dankort Secured by Nets or Visa Secure, 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 Visa Secure 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 9.

## 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 personalised security feature and 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 2.7.

## 6. 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 can also use the safe channel of communication made available by Sydbank via for instance 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.

## 7. Reversal of payments that you have approved

### 7.1 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 as soon as possible and 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.

### 7.2 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 electronically but where card information (card number etc) and the personalised security feature (eg password/single-use code, NemID or similar) are provided to implement the transaction
- at self-service machines without using the personalised security feature

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 to cancel 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 and submit your complaint 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 6.

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 regardless of whether you have used your physical card, your card in a wallet or via a digital wallet.

### 7.3 Reversal of payments – distance selling

As a cardholder there are several circumstances where the reversal of a payment is possible if your purchase was

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made online or by mail or telephone 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.

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

If you believe that your Dankort card or your Visa/Dankort 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, the Bank will take into account your obligation to check your account entries regularly, see 6. 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 10. 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.

In this context please note the time limits in 7 and 8 concerning the reversal of payments. In general if you submit your complaint no later than 14 days after you become or should have become aware of your claim, you can be sure that your complaint has been made in due time.

### 9. Your obligation to block your Dankort card or Visa/Dankort card

#### 9.1 Cards

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

- you lose your card,
- someone obtains knowledge of one of your personalised security features, eg 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 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. You can also block your card via 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 the card in wallets.

#### 9.2 Cards in wallets

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

- you lose your mobile phone
- you discover that your card in a wallet has been misused
- you have other reasons to suspect misuse of your card in a wallet.

Outside banking hours cards in wallets must be blocked 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 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 a wallet 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.

### 10. Your liability – misuse of Dankort cards or Visa/Dankort cards

10.1 If an unauthorised person has used your Dankort card or Visa/Dankort card, Sydbank will cover the loss unless the loss is comprised by 10.2-10.6 below. Sydbank must prove that the loss is covered by 10.2 to 10.6. Rules regarding your liability are stipulated in the Danish Act on Payments (Act no. 652 of 8 June 2017).

10.2 If an unauthorised person has used your Dankort card or Visa/Dankort card and a personalised security feature has been used in this connection, you may have to cover up to DKK 375 of the total loss (excess). The total amount payable by you is DKK 375 if several of your cards with the same personalised security feature (eg PIN), private cards as well as business cards, are misused in connection with the same event, provided however that all cards are blocked simultaneously.

10.3 You are liable for losses of up to DKK 8,000 if an unauthorised person has used your Dankort card or Visa/Dankort card and a personalised security feature has been used in this connection, and

- you have failed to notify Sydbank as soon as possible



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after having learned that the card or your mobile phone with a wallet containing eg Dankort på mobilen was missing or that the security feature has come to the knowledge of an unauthorised person, or

- you have disclosed the security feature 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 security feature, private cards as well as business cards, are misused in connection with the same event, provided however that all cards with the same security feature are blocked simultaneously.

**10.4** You are liable for the loss in full if your personalised security feature has been used in connection with the misuse under the following conditions:

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

**10.5** 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 security feature, see 4, or to block the card, see 9.

**10.6** If you have several cards with the same security feature (eg PIN), private cards as well as business cards, the unlimited liability under 10.4 and 10.5 applies to each card that has been misused.

**10.7** 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 feature 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.

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 a personalised security feature 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.

## 11. Sydbank's rights and liability

### 11.1 Sydbank's right to block your Dankort card or Visa/Dankort card

Sydbank is entitled to block the use of your Dankort card or Visa/Dankort 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,
- the Bank has been unable to implement the KYC procedure in compliance with anti-money laundering legislation, or
- your Dankort card or Visa/Dankort 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 Dankort card or Visa/Dankort 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 or Nets may contact you by phone, by text message or other safe means of communication.

Please note that the Bank, merchants, Nets or others will never ask you to disclose your NemID, your PIN or other personalised security feature, eg your password for online transactions or the single-use code received by text message.

### 11.2 Card replacement

Sydbank is entitled to replace your card at any time.

### 11.3 Industrial disputes

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

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### 11.4 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.

## 12. 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.

### 12.1 Replacement of personalised cards

Your image will be kept for approx 18 months, however subject to any changes which may imply that the image is deleted or must be uploaded again.

If a personalised card is replaced at the request of the Bank:

- within approx 18 months from upload to the Bank's card design system, the same image will be used free of charge for you
- after approx 18 months following upload, you will receive the Bank's standard card without an image.

The replacement of personalised cards at your request is subject to a charge, see the Tariff of Charges.

## 13. 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.

## 14. Changes in 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 the Bank of any changes in your postal address and/or email

address as well as mobile phone number, if any, and you are responsible for not receiving notification of changes if you have failed to inform Sydbank of any change in your email address, mobile phone number and/or postal address.

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 email address or postal 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.

## 15. Complaints

If you have any complaints, you can contact Sydbank. If you do not obtain an acceptable resolution, you can contact the Danish Financial Complaint Board, St. Kongensgade 62, 2. sal, 1264 Copenhagen K, Denmark (email: [sek@fanke.dk](mailto:sek@fanke.dk)), tel +45 35 43 63 33. You can contact the board via a link on the website of the Danish Financial Complaint Board: <https://fanke.dk/det-finansielle-ankenaevn/indgiv-elseafklage>. 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 (Carl Jacobsensvej 35, 2500 Valby, Denmark – [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 (Carl Jacobsensvej 35, 2500 Valby, Denmark – [www.datatilsynet.dk](http://www.datatilsynet.dk)).

General information about where to direct a complaint is available on the Danish FSA's website: <https://www.finanstilsynet.dk/forbrugerinformation/her-kan-du-klage>.

## 16. 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.



# Terms and Conditions

## – Dankort (BlueCard) and Visa/Dankort

### 17. Fees and currency conversion

#### 17.1 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).

#### 17.2 The merchant's fees

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

#### 17.3 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 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.

#### 17.4 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 so that the amount you pay is in Danish kroner.

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.

Specific rules apply to Dynamic Currency Conversion (DCC) within the EU. When making a withdrawal from an ATM in an EU country or withdrawing euro from an ATM, you are entitled to information about the additional charge by the ATM owner for DCC. The additional charge must be disclosed relative to the exchange rate between DKK and EUR published by the European Central Bank so that you can decide whether it is an advantage for you to accept the offer to convert your withdrawal to Danish kroner at the time of withdrawal.

### 18. Assessment of card applicants

Dankort cards and Visa/Dankort cards are issued subject to individual assessment.

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

By accepting these Terms and Conditions and using a Dankort card or Visa/Dankort card you consent to the processing of personal data. In connection with card use, information such as the card number, amount, date of use as well as where your Dankort card or Visa/Dankort card was used 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 the EU's General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council). The information is passed on by the merchant to Sydbank. The information is stored by the merchant, the merchant's bank/Nets and the Bank.

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 card, 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 the EU's General Data Protection Regulation. In other respects information will be passed on only to execute payments, 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 Visa Secure and Dankort Secured by Nets, 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 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 at [dpo@sydbank.dk](mailto:dpo@sydbank.dk) or the Danish Data Protection Agency, Carl Jacobsensvej 35, 2500 Valby, Denmark ([dt@datatilsynet.dk](mailto:dt@datatilsynet.dk)).

### 20. Registration of blocked Dankort cards and Visa/Dankort cards

When your Dankort card or Visa/Dankort card has been blocked, see 9 and 11, this will be registered with the banks'

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## – Dankort (BlueCard) and Visa/Dankort

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.

### 21. 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).

### 22. 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 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 that 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.

### 23. Useful advice – Dankort, Visa/Dankort and BlueCard

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) card and Visa/Dankort card 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/pinkode-husker](http://sydbank.dk/pinkode-husker).
- Never disclose your PIN or other personalised security feature to anyone else – including the Bank or the police. It is personal and no one else must know it.
- 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, your PIN or other personalised security feature – even if you are present yourself.
- Check the total amount on the terminal or screen.
- 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.

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## – Dankort (BlueCard) and Visa/Dankort

- 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.

### 24. Useful advice – Visa/Dankort 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 Dankort (BlueCard) card or Visa/Dankort card is missing or stolen

Report it immediately if your Dankort (BlueCard) card or Visa/Dankort 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 NetBank or by phone – when contacting Sydbank. By communicating with the Bank in this way you protect yourself against anyone spying on your correspondence.

### 25. Useful advice – online transactions

Transactions involving Dankort (BlueCard) and Visa/Dankort 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 the card's three-digit security code in connection with payments by Dankort, BlueCard or Visa/Dankort.

### 26. General advice – online 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.

### 27. Specific advice – online transactions involving Dankort (BlueCard) and Visa/Dankort

#### Protect your card number and personalised security features

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.

You must not disclose your personalised security features (eg PIN, password for online transactions, single-use code received by text message) to anyone else or otherwise allow anyone to obtain knowledge of them.

Please note that merchants, your bank, Nets or others will never ask you to disclose your NemID, your PIN or other personalised security feature, eg your password for online transactions or the single-use code received by text message.

When shopping online where "Visa Secure" or "Dankort Secured by Nets" is required, you should always check that the name of the merchant and the correct amount are stated in the text message received with the single-use code.

#### Protection of data in Denmark

All Danish internet shops must protect your payment information using encryption. Most foreign shops also use encryption and you can easily check whether the connection between your computer and the online shop is secure.

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## – Dankort (BlueCard) and Visa/Dankort

If the connection is secure there will be a green padlock in the lower right-hand corner of your internet browser or before the URL (web address). Do not enter your card number etc before the connection is secure. You should not shop in shops that do not use an encrypted connection.

### Subscriptions with online 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 Dankort (BlueCard) cards or Visa/Dankort cards

When your Dankort (BlueCard) card or Visa/Dankort card is renewed, you will receive a new card number. If you have taken out subscriptions such as Brobizz, MobilePay, 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)

## 28. Glossary

### Banking day

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


### BlueCard

Any reference to the card or Dankort includes BlueCard as well.

### Card

The physical card or your card in a wallet.

### 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 and Visa/Dankort

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

### Dankort på mobilen

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

### Dankort på mobilen with amount limit

Dankort på mobilen with an 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

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 purchases with physical merchants or online merchants.

### Dynamic Currency Conversion

Is used by some merchants and at some ATMs 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.

### 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 Visa Secure.

### Nets

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

### One PIN

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

### Password for online transactions

A password you create as your personalised security feature in connection with shopping online. The password must be used together with the single-use code.

### Personalised security feature

Personalised elements made available by the card issuer to the cardholder in order to authenticate the cardholder.

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## – Dankort (BlueCard) and Visa/Dankort

This could be a PIN, a password for online transactions, a single-use code received by text message, a password for a wallet, a fingerprint, face recognition or similar. Personalised security features are used for instance to execute transactions with payments at physical merchants (eg PIN), Dankort Secured by Nets and Visa Secure.

### Physical merchant

Any shop, hotel, restaurant or other place to which there is physical access and which accepts payment by Dankort card and/or Visa card.

### PIN

The personal, secret code attached to your physical card as well as the personal, secret code chosen by you for Dankort på mobilen.

### 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 along with your password for online transactions to make purchases from merchants offering Dankort Secured by Nets or Visa Secure.

### SSL

SSL is an abbreviation of Secure Sockets Layer. SSL 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 Sydbank 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 make a payment in an internet shop, the cardholder can load the saved card data and must only enter the security code (CVC/CVV) from the back of the payment card to approve the payment.

### Visa

The association determining the international rules of the Visa system.

### Visa Secure

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

### Wallet

A personal software-based solution where eg Dankort på mobilen or other virtual cards are stored. Wallets are 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.

# Tariff of Charges

## – Dankort (BlueCard) and Visa/Dankort

### Annual card fee <sup>1)</sup>

|                            |         |
|----------------------------|---------|
| Dankort                    | DKK 195 |
| Visa/Dankort <sup>2)</sup> | DKK 195 |
| BlueCard                   | DKK 0   |

### Withdrawal fees in Denmark

#### Dankort and Visa/Dankort

|  |       |
|--|-------|
| At Sydbank's ATMs                                    | DKK 0 |
| At other banks' ATMs <sup>2)</sup>                   | DKK 8 |
| Over the counter at non-Sydbank branch <sup>2)</sup> | DKK 8 |

#### BlueCard

|  |       |
|--|-------|
| At Sydbank's ATMs                      | DKK 5 |
| At other banks' ATMs <sup>2)</sup>     | DKK 8 |
| Over the counter at non-Sydbank branch | DKK 8 |

### Withdrawal fees abroad <sup>3)</sup>

#### Visa/Dankort

|                                     |                                |
|-------------------------------------|--------------------------------|
| As a cash card in EU countries      | DKK 8                          |
| As a cash card outside EU countries | 1.5%, min DKK 40 <sup>4)</sup> |
| As a payment card                   | DKK 0 <sup>4)+5)</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 9:00 – 18:00

For contactless payments via Dankort cards and Visa/Dankort cards, the spending limit for purchases at merchants without using the PIN is DKK 350 per purchase.

### Withdrawal limits abroad <sup>4)</sup>

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

### Other fees

**Replacement card, per card <sup>6)</sup>** DKK 150

#### Recovery of sales slip

If sales slip is in accordance with invoiced amount, per slip DKK 200  
In other instances DKK 0

**Unjustified complaint, per instance** DKK 250

#### Courier fee

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

#### Reorder of PIN

Per PIN DKK 50

#### Personalised card

Per image <sup>6)</sup> DKK 100

#### Resetting of spending abroad

(Only in exceptional cases and 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.

<sup>1)</sup> The annual card fee is payable in advance.

<sup>2)</sup> No charge for cards issued to 18/29 Konto and Ung Privat accounts. Discounts possible via Sydbank Favorit.

<sup>3)</sup> Not possible in connection with Dankort and BlueCard.

<sup>4)</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:

a) 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%.

b) 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>5)</sup> Merchants outside Denmark may charge a fee in connection with purchases. The merchant will inform you of the fee.

<sup>6)</sup> First-time replacement to a personalised Dankort card or Visa/Dankort card: personalised card charge only. Discounts possible via Sydbank Favorit.

<sup>7)</sup> No charge for cards issued to 18/29 Konto and Ung Privat accounts.

Sydbank reserves the right to change the Tariff of Charges.

Valid from March 2020

### Translation

The above is a translation of the Danish "Regler for Dankort (BlueCard) og Visa/Dankort". In case of doubt the Danish original applies.