

# Rules for Sydbank's eBanking - Private

Sydbanks eBanking is the general term used for the electronic self-service functions (eBanking functions) offered by Sydbank, for instance Sydbank's NetBank

The rules for Sydbanks eBanking are supplemented with special rules for individual functions, for which there are deviations from the rules for Sydbanks eBanking. The rules for Sydbanks eBanking and the special rules for the individual functions supplement Sydbank's Terms and Conditions.

Feel free, at any time, to contact Sydbank to obtain a copy of these rules, and also, you find the rules in your NetBank and on sydbank.dk.

## 1. General

You can find answers to most questions, read instructions on the technical requirements for applying the functions and get information on the latest updates at sydbank.dk.

## 2. Registration

You may have limited access to the functions in Sydbank's eBanking. If you wish to have access to more functions, you can sign up in Sydbank's eBanking or you can contact Sydbank.

Depending on the function you register for, you can use the function immediately after you have registered for it or once you receive a message from Sydbank.

The first time you use a function in Sydbank's eBanking, you must electronically accept the rules for Sydbank's eBanking and/or the special rules applying to the function.

Sydbank is not obliged to allow you access to the functions in Sydbank's eBanking, and Sydbank may decide only to offer you specific functions or part of these.

Access to Sydbank's eBanking in connection with accounts opened according to the Danish Payment Accounts Act (Lov om betalingskonti) is, however, subject to special rules.

## 3. Consent to processing of personal data according to the Danish Act on Payments (lov om betalinger)

When you accept Rules for Sydbank's eBanking - private, you also accept that Sydbank will process personal data, for instance, civil registration number (CPR) and account details, about you in connection with the use of the individual self-service functions.

Processing of data about you will solely take place for purposes that are necessary for you to use the self-service functions activated, for instance, execution of payments and preparation of payments overviews.

Sydbank gathers the relevant personal data from you shops, financial institutions and others.

By contacting your branch, you can at any time revoke your consent to the processing of your personal data.

However, please be aware that, if you revoke your consent, you can no longer use the self-service functions.

If you would like to learn more about how we process your personal data, we refer to our full personal data policy on sydbank.dk.

## 4. Cookies

Sydbank uses cookies and similar technologies in its electronic self-service functions. Cookies are used for both technical and statistical purposes. Read more about our use of cookies at sydbank.dk.

## 5. Power of attorney

You may in writing authorise another person to access your accounts with Sydbank or part of them. The person must have signed up for Sydbanks eBanking.

You must execute a power of attorney via power of attorney forms for Sydbanks eBanking. A power of attorney is effective until you notify Sydbank in writing of the revocation.

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Once you have signed up for Sydbanks eBanking, you may also be granted a power of attorney and get access to other clients' accounts or part of them.

If you are under the age of 18, you cannot be granted a power of attorney for other clients' account(s).

We automatically delete the access of an agent under a power of attorney to accounts of clients under 18 at the 18th birthday of the principal under the power of attorney.

An agent is generally allowed access to and can register for the same functions as the principal, but a few functions will not be available to the agent.

The access of custody account holders to trade various types of securities also applies to the agent, if any.

Transactions performed by an agent are binding as if the transaction had been performed by the principal. The power of attorney granted by the principal to the agent is of no concern to Sydbank.

If you have authorised another person to access your accounts, this person also has access to NetBoks which contains both historical and future documents. You should be aware that an agent under the power of attorney may be authorised on your behalf to select and deselect hard-copy prints in your eBanking.

### 6. Third party provider

You are entitled to make use of payment initiation services or account information services to access your payment accounts that are available online.

You can use a payment initiation service to initiate, on your behalf, payments from your payment accounts.

You can use an account information service to provide you with consolidated information on your payment accounts with Sydbank.

You must enter into a separate agreement with and give express consent to the third party provider before this can gain access to render its services.

### 7. Personal security solution

Certain functions in Sydbanks eBanking require that you apply a personal security solution.

Basically, MitID is used.

You can always see the conditions for MitID at [MitID.dk](https://MitID.dk).

If you state your mobile phone number in connection with registration for or use of the functions in Sydbanks eBanking, Sydbank will save your mobile phone number for administrative purposes.

If you get a new mobile phone number, it is your responsibility to change your mobile phone number in Sydbank's NetBank and on MitID.dk

If for this function you need another type of personal security solution, this will appear from the special rules applying to the function.

### 8. Access to your accounts

In Sydbanks eBanking you can have access to your present and future account(s) with Sydbank.

If you have access, you can see and operate your account(s) in the same way as if you contact Sydbank. If you have chosen not to have access to operating your account(s), you will only be able to see but not operate your account(s).

If you are under 18, you can only view accounts in your name and operate accounts where the deposited amounts are generated by independent employment unless your guardian(s) has/have accepted in writing that you can operate other accounts.

Some of your accounts may be subject to limitations in authority.

There are limitations in authority in Sydbank's eBanking. To learn more about the limitation in authority, please contact the Bank. The limitation in authority will apply to your own accounts as well as accounts that you are authorised to operate.

If you are under 18, your total maximum per day is DKK 30.000.

If you have registered a mobile phone number with the Bank, the Bank may use this in connection with executing certain transfers and payments. You can see the mobile phone number in one or more of Sydbanks eBanking functions. You are responsible for updating your mobile phone number in the individual eBanking function if it changes.

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The Bank may, for instance, use your mobile phone number to send you an SMS if a payment or transfer cannot be executed.

You may also experience that you need to approve certain transfers or payments more than once. This may be prompted by enquiry from the Bank or by an SMS code sent to you. If you receive an SMS code, this must be entered in the individual eBanking function to execute the transaction.

In the event of other limitations to the application of the individual functions, the limitations appear from the special rules applying to the function.

### 9. Payment execution

In Sydbanks eBanking a payment order has been received when you receive an acknowledgement of this in the individual eBanking function. You can find information on the maximum time it takes to execute a payment on the "Deadlines" page in the NetBank.

On the "Deadlines" page you can also see when to confirm your payments at the latest in order for these to be executed on the same day.

Information on cross-border transfers as well as transfers in another currency than DKK can be found in Terms and Conditions - International Payments which is available on [sydbank.dk/omsydbank/vilkaar](http://sydbank.dk/omsydbank/vilkaar).

### 10. Stop payment

You can stop payments as long as the stop function of the individual payment is active.

You can also stop recurring payments and payments from Betalingsservice (Payment Service). The deadlines for revoking the different payments and transfers appear from the page "Deadlines" in the NetBank. Revocation is made by activating the stop function in the screen with details of the individual payment.

You find information on cancellation of payments and payment agreements in Betalingsservice (Payment Service) in "General conditions for Betalingsservice debtors" at [www.betalingservice.dk](http://www.betalingservice.dk). The conditions are also available at [sydbank.dk/omsydbank/vilkaar](http://sydbank.dk/omsydbank/vilkaar) and in NetBoks.

### 11. Coverage requirements

Sydbank is not obliged to execute your payments from accounts for which there are insufficient funds to cover

the amount. Sydbank may therefore refuse to receive payment orders from you if there are insufficient funds in the account from where the payment is to be executed.

### 12. Spending overview

Through some of the functions in Sydbanks eBanking you can see a spending overview of your expenses broken down into different categories. Sydbank uses a number of standard categories, but you can re-categorise your expenses as you like. The Bank uses payment details about recipients of your payments or transfers and in which places you have used your payment cards to generate the spending overview. The spending overview is solely available to you. You can at any time deactivate the spending overview in the functions in Sydbanks eBanking where spending overview is available.

### 13. Budget

In Sydbank's Budget you can make different calculations for budgeting purposes.

You can, among other things, prepare a budget on the basis of your payment agreements, create manual budget items and perform budgetary follow-up.

The calculations in Sydbank's Budget only serve as an indicative calculation for your budget preparation.

Your budget can only be seen by you. You may, however, choose to give Sydbank access to your budget.

Sydbank has no responsibility for all relevant debt items and amounts being included in the budget or for the correctness of these.

Hence, Sydbank cannot be held liable for any transactions made on the basis of the calculations in Sydbank's Budget.

You can delete your budgets on the "Budget" page in Sydbank's NetBank.

If you delete a budget, you must be aware that subsequently it cannot be restored and Sydbank cannot print it for you.

### 14. Electronic signatures on agreements

Your MitID is your electronic signature and it is legally binding in the same way as your signature on a physical

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agreement. Therefore your MitID is personal and must not be used by others.

There may be a deadline by which an agreement must be signed in the Sydbank's NetBank. If you do not sign the agreement by this date, the agreement will no longer be available in NetBoks.

Electronically signed agreements will be saved in NetBoks.

### 15. Support

Sydbank's Hotline is hosted by employees who can offer you advice and answer your questions relating to the use of functions in Sydbank's eBanking.

You can contact Sydbank's Hotline by phone at +45 74 37 25 10 or by email at [hotline@sydbank.dk](mailto:hotline@sydbank.dk).

You can see the opening hours of Sydbank's Hotline at [sydbank.dk](http://sydbank.dk).

### 16. Blocking

You are obliged without delay to block the functions of Sydbank's eBanking, if you suspect or become aware of abuse or the possibility of unauthorised use or attempted abuse of the functions of Sydbank's eBanking.

You can always block the functions of Sydbank's eBanking by contacting one of Sydbank's branches or Sydbank's Hotline. Other possibilities of blocking the function(s) appear from the special rules for the relevant function(s).

You should be aware that blocking of functions in Sydbank's eBanking will not at the same time block your MitID. You can read about blocking of MitID at [MitID.dk](http://MitID.dk).

### 17. Responsibility for private accounts

The responsibility of unauthorised use of Sydbank's eBanking is governed by the rules in the Danish Act of Payments.

If you are under the age of 18, the responsibility for unauthorised use furthermore follows the rules pertaining to minors' liability to pay damages in the Danish Guardianship Act.

You are liable up to the sum of DKK 375 for losses arising from other people's unauthorised use of your access to the functions of Sydbank's eBanking, where a personal security solution has been used.

You are liable up to DKK 8,000 for losses arising from other people's unauthorised use of the functions in Sydbank's eBanking, if Sydbank documents that a personal security solution has been applied, and you

- failed to notify Sydbank as soon as possible after having become aware that a personal security solution has been lost or become known to an unauthorised person, or
- you intentionally disclosed the details about a personal security solution to the person who made the unauthorised use of the function where you did not realise or should have realised that there was a risk of unauthorised use, or
- by gross negligence have enabled unauthorised use.

You are liable without limit for losses arising from unauthorised use of Sydbank's eBanking by others, where Sydbank documents that a personal security solution was used and you intentionally disclosed the details about your personal security solution to the person who made the unauthorised use of the function where you realised or should have realised that there was a risk of unauthorised use.

You are also liable without limit for losses where you acted fraudulently, intentionally or neglected your obligation to protect your personal security solution or failed to block the functions in Sydbank's eBanking.

You are not liable for unauthorised use of Sydbank's eBanking, which takes place after Sydbank was informed that

- the personal security solution was lost, or
- an unauthorised person gained knowledge of your personal security solution, or
- for other reasons, you wish to have the function or functions in Sydbank's eBanking blocked.

In addition, you will not be liable for any unauthorised use of Sydbank's eBanking when such use was caused by acts carried out by employees of the Bank, agents or branches or a unit to which the Bank's activities have been outsourced, or due to the inactivity or non-action on the part of the above.

In addition, you will not be liable if the loss, the theft or the fraudulent appropriation of the personal security solution could not be detected by you prior to the unauthorised use.

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Sydbank is, according to the Danish Act on Payments, liable for your losses if the payment recipient knew or should have known that Sydbank's eBanking had been subject to unauthorised use.

Sydbank is also, according to the Danish Act on Payments, liable for your losses due unauthorised use where Sydbank does not require use of the personal security solution unless you acted fraudulently.

You are only responsible for losses arising from the unauthorised use of Sydbank's eBanking by other people if the transaction has been correctly registered and booked with Sydbank.

After you have realised the unauthorised use, you must without delay submit your objection against the unauthorised use or your suspicion in this respect to Sydbank. This shall also apply if the unauthorised use took place in connection with the use of payment initiation services. 13 months after the debiting of the unauthorised use you can in no circumstances raise an objection.

Sydbank considers your objection and meanwhile we will normally credit your account temporarily with the objected amount. If it is not another person's unauthorised use of Sydbank's eBanking, we will debit your account with the amount again. Sydbank may claim interest subject to the rate of interest applicable to the account over the period during which the amount was temporarily deposited to your account.

In Sydbank's assessment as to whether you should have been aware of the unauthorised use, we may take into account that the Bank issues monthly statements of account to your NetBoks, and that you have access to transactions in Sydbank's eBanking.

For further information on how to submit objections, please see [sydbank.dk/privat/selvbetjening/netbank](https://sydbank.dk/privat/selvbetjening/netbank).

### 18. Liability for business accounts

Sydbank is not liable for losses on corporate or Sydbank's eBanking or the functions of Sydbank's eBanking.

Linking business accounts in Sydbank's eBanking is at your own risk. You may cover the risk by taking out insurance.

Personal accounts used for business purposes are considered corporate accounts and are consequently

subject to the same liability provisions as corporate accounts.

Should Sydbank suffer any losses due to unauthorised use of corporate accounts in Sydbank's eBanking, the account holder will be liable for this.

### 19. Changes to the rules

Sydbank will change the rules of the functions of Sydbank's eBanking without notice provided that the changes are of no disadvantage to you.

For any other instances, Sydbank will change the rules of the functions in Sydbank's eBanking subject to two months' notice. Unless the changes are for security reasons and unless the changes relate to the limits for payments per 24-hour period, which will be effective without notice.

You will be informed about any changes by letter or electronically, for instance in NetBoks.

You may be asked to accept the changed rules when logging on or the first time you use the function after the change has come into effect. Any changes of the rules will be deemed accepted, unless you inform Sydbank before the date of the changes coming into force that you do not wish to be bound by the new rules. If you do not wish to be bound by the new rules, the agreement will be terminated with effect from the date when the new rules come into force.

### 20. Termination and cancellation

This agreement shall be in force until terminated by you or by Sydbank.

You can always cancel the functions of Sydbank's eBanking or terminate the agreement in writing and without notice.

Sydbank may close your access to the functions in Sydbank's eBanking or terminate the agreement with two months' notice.

In the event of the death of you or the principal under a power of attorney, or where you or the principal are/is administered in bankruptcy, file(s) for debt restructuring or debt rescheduling or initiate(s) some other form of insolvency proceedings, the access to Sydbank's eBanking will immediately be closed and orders will not be executed.

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In addition, your access to Sydbank's eBanking will be terminated without delay and orders will not be executed if Sydbank suspects your or another person's unauthorised use of the functions in Sydbank's eBanking, or other security threats, or if you default on your commitment or account(s) or part of them with Sydbank.

In the event of or actual instances of unauthorised use or security threats, the Bank may contact you by telephone or in another secure way.

### 21. Complaints against the Bank

If you want to file a complaint against the Bank, please contact Sydbank's complaints officer. If a complaint is not upheld, complainants may contact The Danish Financial Complaint Board (Det finansielle ankenævn).

You may also complain to the authorities that supervise the Bank's compliance with the Danish Act on Payments. The Danish Consumer Ombudsman supervises compliance with disclosure requirements in connection with the execution of payment services,

rights and obligations when using payment services, the use of payment data and disclosure of fees. The Danish Competition and Consumer Authority supervises compliance with the rules governing fees in general.

### 22. Fees

Fees incurred on use of functions in Sydbank's eBanking are stated in the price list available in Sydbank's NetBank and at sydbank.dk. Any fees are payable quarterly.

The fees will be stated in your Account entries and on your statements of account in the NetBank.

### 23. Right of cancellation

You may cancel this Agreement subject to the Danish Consumer Protection Act within 14 days after the Agreement was signed. You can read about this in Sydbank's "Information on the right of cancellation", which is available in NetBoks and at sydbank.dk.

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### Rules for Sydbank's NetBank - private

Sydbank's NetBank is your electronic branch of Sydbank.

In NetBank the functions are added and developed on an ongoing basis, and, among other things, you can:

- communicate with Sydbank
- see your documents from Sydbank in NetBoks.
- see account entries on your accounts
- monitor your balance of account and get an overview of your spending
- prepare a budget
- see your payment cards
- transfer money - also to other countries
- pay bills using 'indbetalingskort'/Giro payment
- follow the development of your custody accounts
- buy and sell securities
- use BeskedService(text message)
- administer eBanking - and see which functions you have used.

You may have limited access to the functions in Jyske Netbank. If you wish to have access to more functions, you can sign up in Jyske Netbank or you can contact your Jyske Bank branch.

#### 1. Personal security solution

You must have MitID to use Sydbank's NetBank.

Your user ID, your password and your MitID app/code display/chip are personal and must be used solely by yourself. Consequently, your user ID and your password as well as your MitID app/code display/chip must be stored in such a way that others cannot learn about them

When you log on, you must use MitID. When you approve a transaction to a third party, you must use MitID. Approval of transfers between accounts with the same owner does not require MitID.

When entering a payment instruction in Sydbank's eBanking it will be stated on the screen which details must be entered for the instruction to be executed correctly, for instance reg. No. (sort code) and account number.

You can use Sydbank's NetBank every day, but Sydbank's NetBank is closed the night between Saturday and Sunday between 02:00 CET and 06:00 CET and all other days between 03:00 CET and 05:00 CET.

#### 2. Communication with the Bank

You can write to your branch or account manager through Sydbank's NetBank. Communication via Sydbank's NetBank is encrypted to prevent others from seeing it.

If you write after 12:00 CET, your inquiry may not be read or executed on that banking day.

#### 3. Other functions

The page "Agreements" shows an overview of the functions that you have signed up for in Sydbanks eBanking and which require a separate agreement.

#### 4. Blocking an unblocking

You can block your access to Sydbank's eBanking and Sydbank's NetBank

- in Sydbank's NetBank on the page "Security"
- by contacting Sydbank's Hotline by telephone +45 74 37 25 10. You can see the opening hours of Sydbank's Hotline at sydbank.dk.

You cannot have a function unblocked by Hotline.

When blocking your access to Sydbank's NetBank, you receive a written confirmation of the blocking with an indication of the time when the access was blocked. Together with the confirmation you receive a form that you must return to Sydbank in order to unblock your access. You must hand in or forward the form to Sydbank, when you wish to have your access unblocked.

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## Rules for Sydbank's BeskedService (text messages)

Sydbank's BeskedService (text messages) offers you an opportunity to receive a message from the Bank through one or more media (for instance e-mail or SMS/text message). You are free to select which messages you want to receive.

Read more about Sydbank's BeskedService under the Help tab in the NetBank.

### 1. Registration and deregistration

When you register, you approve the Service that you register for with your MitID as well as the medium on which you want to receive the message.

When you register a medium for Sydbank's BeskedService (text messages), you receive a receipt of the regis-

tration on the medium that you have registered. If the information about your medium (for instance mobile phone number or e-mail address) is changed, you are responsible for updating such information in Sydbank's NetBank

You receive messages through the medium until you deregister from Sydbanks BeskedService on the "Beskedservice" page in Sydbank's NetBank. You can deregister from BeskedService without notice.

If you have registered Sydbanks BeskedService for an account, to which you have a power of attorney, the account will automatically be deregistered from Sydbanks BeskedService if your power of attorney is revoked.

### Translation

The above is a translation of the Danish "Regler for Sydbanks eBanking - privat". In case of doubt the Danish original applies.