

# General card terms and conditions for private customers

## 1. Scope of application

These general card terms and conditions are applied to cards granted by Danske Bank A/S, Finland Branch (hereinafter the "Bank") to its private customers and the use of these cards. These general card terms and conditions will become effective on 1 November 2021.

In addition to these terms and conditions, the following terms and conditions valid at any given time apply to the cards and their use:

- the specific terms and conditions for the use of each type of card
- the terms and conditions associated with the cardholder's account
- terms and conditions associated with any services used.

In addition, the applicable parts of the General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area and the General Terms and Conditions for Outgoing and Incoming Currency Payments apply to card transactions. Such card transactions include, among other things, transfer of a card credit from or to an account and payment of an invoice from an account using an automatic payment machine.

In case of discrepancies between language versions, the Finnish terms and conditions take precedence.

## 2. Definitions

In these card terms and conditions, the following definitions apply:

**Signature** refers to a physical signature by the cardholder or customer or electronic identification or other comparable verification used by him or her in eBanking or otherwise as agreed upon between the parties.

**Customer** refers to a person who applies for a card from the Bank and to whom the Bank may grant a card.

**Debit MasterCard** refers to an international payment card belonging to the MasterCard scheme, related to a bank account from which any card transactions made using the card are debited.

**Remote payment** refers to a method of payment where a payee receives card details via an electronic connection in a situation where the cardholder and cards are not physically present, as is the case in web commerce and telephone sales.

**Loyal customer feature** refers to a third party loyal customer programme or system or other comparable loyal customer feature related to the card.

**Reservation of funds** refers to a reservation concerning a card transaction made on the balance in the account but debited later. Any reservation made decreases the funds available in the account and is removed when the corresponding debit is made from the account.

**Card** refers to a card granted by the Bank to the customer, which may be linked to a bank account, credit account or a combination of these.

**Cardholder** refers to a person to whom the Bank has granted a card (main cardholder) or a parallel card (parallel cardholder) and who can use the card in accordance with the card agreement entered into with the Bank.

**Cardholder's account/account** refers to the account to which the card is linked and from which card transactions and fees and charges in accordance with these terms and conditions are debited. Depending on the purpose of use of the card, the account may be a bank account, credit account or a combination of these.

**Cardholder's service provider** refers to a bank or payment institution which receives the details on any card transaction and executes it.

**Card agreement/card credit agreement** refers to the agreement between the cardholder and the Bank on the card, consisting of the card application accepted by the Bank as well as the general and specific card terms and conditions and the service charge list valid at any given time.

**Card transaction** refers to purchases, cash withdrawals, account transfers or similar debits where the card is actually and physically present and/or cases where the card details

are entered into a payment terminal, used in eBanking, remote sales or in some other equivalent device to accept the transaction. If the card details are only used for identification, this is not a card transaction.

**Moment of receipt of a card transaction** refers to the moment when the cardholder's service provider has received the necessary information for executing a card transaction from the payee's service provider.

**Cash back** refers to a service offered by a storekeeper or another company where the cardholder can withdraw cash when purchasing something. Cash back always requires a purchase made with a card, and it is part of the card payment transaction.

**Near-field payment feature** refers to a feature added to a card which allows the cardholder to complete a card transaction by placing the card close to a payment terminal. The payment terminal will approve the payment without the need to enter the PIN. However, the PIN may be required for security reasons to ensure that the card is held by the cardholder. All cards including the near-field payment feature include a symbol indicating the near-field payment option.

**GeoBlocking feature** refers to functionality where customer is able to restrict card payments and ATM withdrawals in certain geographical area for example in Finland.

**Payment card** refers to a card which may be used for payment.

**Payment terminal** refers to a device operated by the payee which reads the card data and electronically records the card transaction.

**Payee** refers to a trader or service provider who accepts card transactions.

**Payee's service provider** refers to a bank, payment institution or other party that conveys the details of the card transaction to the cardholder's service provider and transfers the funds to the payee's account or makes them available to the payee.

**Payment order** refers to an order placed by the cardholder and/or account holder with his/her Bank to execute a payment transaction as, among other things, an account transfer, a cash payment, direct debit or through a payment card or other payment instrument. The payment order includes

both the card transaction and the final execution of the payment order. The final execution of a payment order includes the measures by the service provider to process the order and transmit the payment.

**MasterCard Electronic card** refers to an international payment card belonging to the MasterCard scheme, issued by the Bank to the cardholder, which is linked to a bank account from which card transactions made with the card are debited. A cover reservation is made on the account linked to the card for any card transaction made with the card, irrespective of the amount paid.

**MasterCard Online card** refers to an international payment card belonging to the MasterCard scheme, issued by the Bank to the cardholder, which is linked to a bank account from which card transactions made with the card are debited. A cover reservation is made on the account linked to the card for any card transaction made with the card, irrespective of the amount paid.

**MasterCard credit card and/or charge card** refers to an international payment card belonging to the MasterCard scheme, granted and issued by the Bank to the cardholder, linked to a bank account from which any card transactions made using the card are debited. In the case of a charge card, the whole amount is paid at one time. In the case of a credit card, the cardholder is usually given a period of payment with interest.

**Banking day** refers to any day on which the cardholder's and a payee's service providers are open so that they can, for their part, execute a card transaction. In Finland, banking days are the days of the week from Monday to Friday, excluding Finnish public holidays, Independence Day, May Day, Christmas Eve, Midsummer Eve and any days not otherwise considered to be banking days.

**Parallel card** refers to a card granted to another person with the consent of the main cardholder and/or account holder, linked to the main cardholder's account.

**Account holder** refers to a person to whose bank account the card is linked and who, together with the cardholder, is responsible for the card and its use in the manner referred to in these terms and conditions.

The account holder and the cardholder are often one and the same person.

**Wholesale rate** refers to the foreign exchange rate notified by MasterCard or Visa, plus any fees added by MasterCard or Visa.

**PIN code** refers to a secret sequence of numbers issued by the Bank to the cardholder, using which the cardholder accepts debits made through the card.

**Identifier** in electronic communication refers to an instrument of the person's electronic identification and signature which is accepted by the Bank [e.g. eBanking identifiers or the PIN code of a card].

**Visa credit card and/or charge card** refers to an international payment card belonging to the Visa scheme, granted and issued by the Bank to the cardholder, linked to a bank account from which any card transactions made using the card are debited. In the case of a charge card, the whole amount is paid at one time. In the case of a credit card, the cardholder is usually given a period of payment with interest.

**Digital certificate** refers to an electronic data record that links the signature verification details to the signatory and confirms his/her identity.

**Combination card** refers to a card granted and issued by the Bank to the cardholder which is:

- an international payment card belonging to the MasterCard or Visa scheme, linked to a credit account;
- an international or domestic payment card belonging to the MasterCard or Visa scheme, linked to a bank account; from which accounts any card transactions are debited.

### 3. Granting a card

The Bank may grant a card to a customer on the basis of a written application by the customer.

By signing the card application, the customer:

- assures that the information specified by him or her in the card application is correct;
- undertakes to comply with the currently valid General Card Terms and Conditions for Private Customers, the specific terms and conditions for the use of each card and the terms and conditions of other services used as well as the service charge list;
- gives his/her consent to the Bank's right to obtain, exchange, disclose and record information on the customer and cardholder in accordance with section 17 of these terms and conditions.

The Bank makes the decision on granting the card or rejecting the application, and the decision is always based on a comprehensive assessment. If the card is linked to a credit account, the Bank has the right to grant the card with a lower credit limit than that applied for. An accepted application to

gether with the valid General Card Terms and Conditions, the specific terms and conditions for the use of the card and the service charge list make up the card agreement between the cardholder and the Bank.

A granted card is always personal and bears the cardholder's name and signature. It may not be handed over to be used by anyone else under any circumstances.

If the Bank grants a card to a minor, the card is granted under the name of the minor cardholder. A minor needs the consent of his/her trustees in order to apply for a card and the trustees and the cardholder together sign the card agreement. The trustees are responsible for the careful safekeeping of the card and the secret PIN code granted to a cardholder who is under 18 years of age and for guiding and instructing the cardholder in the use of the card in accordance with the card terms and conditions. In the case of a card linked to a bank account under the personal control of a minor aged 15 or more, the minor may apply for a card and sign the card agreement without the trustees' consent.

The specific granting conditions related to cards vary by card type and the more detailed terms and conditions related to granting are available in the specific terms and conditions for the use of each card type.

### 4. Entry into force and validity of the card

The card agreement enters into force when the Bank has approved the application. As an indication of approval, the customer receives a card and a PIN code. The Bank has the right to reject an application without giving a reason, except when credit information is the main reason for rejection.

The card is valid until the end of the last month of validity indicated on it and a new card is automatically delivered to the cardholder before the expiry of its validity. The requirement for this is that the cardholder's card agreement and account agreement are valid and that the cardholder has complied with the terms and conditions applicable to the card and the account. The Bank has the right to refuse to renew the card. When the card expires, the cardholder no longer has the right to use it.

The cardholder undertakes to destroy the card by cutting it into several pieces so that the magnetic strip and the chip contained in the card are also destroyed. The Bank has the right to terminate the card's period of validity before the set expiry date, to exchange it for a new one or to refuse its renewal.

## 5. Right of ownership and use of the card

The Bank owns the card. The cardholder has the right to use the card. The card may only be used within the credit limit for a credit account or the funds available in a bank account and in accordance with the other terms and conditions of the agreement.

The use of all cards linked to an account is prohibited when the account has been closed. The card may no longer be used when the account and/or card agreement has been terminated or cancelled or when the cardholder's right to use the account linked to the card has been terminated. The use of the card is prohibited also when the card has been cancelled or its use has been temporarily blocked.

A card must not be modified or duplicated. Features may be added to the card, updated or removed from the card only with the Bank's consent or by means approved by the Bank.

## 6. Return and confiscation of the card

The cardholder is obligated to immediately return the card to the Bank at the Bank's request. The Bank, any company providing automated services on behalf of the Bank and any commercial or other business receiving card payments has the right to take possession of the card at the Bank's request if there is a valid reason. The cardholder is obligated to pay any expenses incurred for the confiscation of the card.

## 7. Main features and methods of use of the card

Country-specific and automated machine-specific limitations or other limitations may apply to payments and cash withdrawals. Limitations may apply to Internet payments, for example, or payments in the shops of certain sectors.

### 7.1 MasterCard Electronic and MasterCard Online card

A MasterCard Electronic or MasterCard Online card may be used as a means of payment at payees' service points in Finland and abroad that accept payments made with a MasterCard. The opportunity to use the card is indicated with a MasterCard sign at the payee's point of sale or automated machine.

Cash may be withdrawn from cash machines in Finland and from automated machines that belong to the MasterCard scheme abroad.

The card may also be used in a limited manner to withdraw cash from cashiers at stores. Even if a store provides an opportunity to withdraw cash, it has no obligation to provide cash. The bank and the store have the right to determine a price for the cash withdrawal service and charge the fee from the account holder.

### 7.2 MasterCard cards

A Debit MasterCard card and MasterCard credit cards may be used as a means of payment at payees' service points in Finland and abroad that accept payments made with the MasterCard card in question. The opportunity to use the card is indicated by the MasterCard sign at the payee's point of sale or automated machine.

Cash may be withdrawn from cash machines in Finland and from automated machines belonging to the MasterCard scheme abroad.

The card may also be used in a limited manner to withdraw cash from cashiers at stores. Even if a store provides an opportunity to withdraw cash, it has no obligation to provide cash. The bank and the store have the right to determine a price for the cash withdrawal service and charge the fee from the account holder.

### 7.3 Visa cards

A Visa credit card may be used as a means of payment at payees' service points in Finland and abroad that accept payments made with Visa. The opportunity to use the card is indicated by the Visa sign at the payee's point of sale or automated machine.

The card may also be used in a limited manner to withdraw cash from cashiers at stores. Even if a store provides an opportunity to withdraw cash, it has no obligation to provide cash. The bank and the store have the right to determine a price for the cash withdrawal service and charge the fee from the account holder.

Cash may be withdrawn from cash machines in Finland and from automated machines belonging to the Visa scheme abroad.

### 7.4 Linking and using a loyal customer feature

A loyal customer feature of third parties accepted by the Bank may be linked to the card. Use of the card and the loyal customer feature in connection with payment enables registration into the third party's loyal customer programme and utilisation of the benefits of the loyal customer programme in accordance with the rules of the loyal customer programme.

### 7.5 Cash back

Cash back is only possible at stores that offer the service. The bank and the store have the right to determine a price for the cash withdrawal service and charge the fee from the account holder. The fee charged by the bank for the service, if any, is always listed on the currently valid price list. Cash can

only be withdrawn using the cash back feature when purchasing something at the store.

## 8. Use of the card

### 8.1 Use of the card, PIN code and other identifier

The cardholder must write his/her signature on the card's signature strip immediately after receiving the card. The card must be activated before its first use in accordance with instructions separately issued by the bank. Only the cardholder to whom the card has been issued under the card agreement between the cardholder and the Bank may use the card and the related PIN code or other identifier.

In connection with payment, the cardholder must provide data on the card:

- either by placing the card physically to be read by a payment terminal or other comparable card reader or device; or
- by giving, as verification information on the card, the card's number, validity period and, when requested, the three-digit security number at the back of the card in connection with remote payment [e.g. Internet payments, telephone sales and mail-order sales]. In the case of remote payment, use of the PIN code or the cardholder's signature is not necessarily required, but a card transaction entered into using the identifier and verifiers linked to the card and other comparable procedures is binding on the cardholder.

The Bank may require an additional authentication for the verification of the cardholder's identity. The method of authentication may vary depending on the transaction type.

When using the card, cardholders must be able to reliably prove their identity on request. This means that the person receiving payment can record the second part of the cardholder's personal identity number on the receipt of the payment terminal or the payment form.

The cardholder accepts the agreements he or she has made and undertakes to pay any receivables arising from card transactions and transfers of funds to the Bank:

- by signing a payment or sales slip that corresponds to use of the PIN code;
- by using the card together with the PIN code or other identifier;
- by using the card in a device that does not ask for the PIN code (such as a parking meter); or by using the near-field payment feature; or
- by divulging the card payment and/or verifying details in some other, equivalent manner (for example in conjunction with remote payments).

Prior to approving the transaction, the cardholder must check that the currency, amount to be paid and payment method are correct.

The cardholder can no longer cancel the card transaction after accepting it in the manner described above. However, if the parties nevertheless agree on the cancellation of a card transaction after such acceptance, the Bank has the right to charge the cardholder for the cancellation costs.

On behalf of the cardholder, the Bank has the right to pay such receivables of commercial and other businesses which have arisen when the cardholder uses the card and which the cardholder has accepted for payment in the manner described above from the bank or credit account.

Car rental companies and hotels have the right to debit, in arrears and without the cardholder's signature, any outstanding and reasonable fuel charges, telephone, minibar and meal charges, other costs attributable to the cardholder and the charges usually applicable to unused bookings that were not duly cancelled.

The payee has the right to reserve funds for a card transaction, in which case the amount to be debited is no longer available in the account even if the debit takes place later. A debit cancels the reservation of funds. The Bank has the right to answer a balance enquiry concerning the card.

When using a combination card, the cardholder must indicate the feature of the card he or she wants to use at the moment of payment. Once a choice is made, it cannot be cancelled.

When the card is used in an automated machine, the cardholder must comply with instructions given by the machine or shown on it.

The Bank has the right not to accept an individual card transaction, for example, in the following cases:

- there are not sufficient funds in the cardholder's account
- the credit limit of the card is exceeded
- it is not possible to read the card details
- the Bank has cause to question the right to use the card
- the card is otherwise not used in accordance with these terms and conditions.

The Bank also has the right to prohibit or temporarily prevent use of the card or limit it for security reasons or other comparable justified reasons in the situations referred to in section 18.

The Bank has the right to determine the thresholds at which verification is necessary for payments and cash withdrawals, and for the maximum levels of card usage allowed. The cardholder must not avoid the threshold for verification by splitting one purchase into several transactions.

For cash deposits, the bank has the right to determine a maximum threshold, either general or cardholder specific, for deposits made. The amount of deposit can also be restricted on an ATM-specific basis, in which case the ATM will indicate the restrictions.

The cardholder and/or account holder may determine account- and card-specific usage constraints for his/her bank account and the cards linked to it, e.g. for automated machine and payment terminal use, if the Bank offers such services. The cardholder and/or account holder may agree with the Bank on changes to the usage constraints. Usage constraints potentially set for a bank account and cards linked to it are not applied to credit accounts and cards linked to them. Separate usage constraints may not be set for the cardholder's credit account, and the cards linked to it may always be used in Finland and abroad within the granted credit limit.

The cardholder together with the account holder are jointly responsible for ensuring that the account has funds corresponding to the payments and withdrawals made. The cardholder and the account holder are responsible for the use of the card and the fees and charges levied on it. The account holder is responsible for all card transactions made using cards linked to the account.

Products or services the purchase of which violates any valid Finnish laws may not be acquired using the card.

The card may only be used in the manners specified in the terms and conditions related to the card and its use valid at any given time or manners otherwise separately accepted by the Bank. The Bank accepts no responsibility if the card is used for other purposes.

## 8.2 Use of the card on the Internet

A Visa cardholder may use the Verified by Visa service and the MasterCard cardholder may use the MasterCard Secure Code service to pay for purchases on the Internet. Whether traders are included in the service can be established through the Verified by Visa or MasterCard Secure Code icon present on the Internet sites. The card may be used on the Internet through an identifier accepted by the Bank. Use of the identifier for Internet payments corresponds to the cardholder's signature and a payment executed using the identifier is binding on the cardholder. When using the card on the

Internet, the cardholder is obligated to comply with the instructions given by the Bank and the Verified by Visa or MasterCard Secure Code service.

If the services mentioned above are not used for making payments on the Internet, the cardholder must otherwise, by using all measures considered reasonable, ensure the security of remote or other payments. The Bank has the right to limit the use of the card on the Internet for security reasons.

## 9. Execution period of a card transaction

A card transaction is debited from the cardholder's account or entered in the account during the banking day following the moment of receipt of the card transaction at the latest.

The Bank has the right to debit card transactions from the account linked to the card within the general time period for receivables under the statute of limitations.

If there are not sufficient funds in the cardholder's account at the moment of debiting the card transaction, the cardholder and/or the account holder are liable for the consequences of an overdraft.

## 10. Invoicing for the card and exchange rates

Card and other account transactions related to a credit account and fees and charges in accordance with the service charge list are invoiced in a credit account-specific manner in euro once a month. Card transactions related to a bank account and fees and charges in accordance with the service charge list are automatically debited from the bank account and are visible on the account holder's account statement on a monthly basis.

Card transactions and fees and charges are debited from the cardholder's account in accordance with the currency of the account. Purchases and cash withdrawals made in currencies other than the euro are converted into euro by using the "wholesale exchange rate" applied by MasterCard or Visa, to which a maximum margin of 1.95% may be added. The exchange rate is determined on the bank day on which a card transaction passes from the party that received it to Visa or MasterCard.

Any changes in exchange rates are applicable immediately with no advance notification. The changes in exchange rates are notified in arrears on an invoice or account statement issued once a month. The wholesale rates are available at [www.danskebank.fi](http://www.danskebank.fi).

When the cardholder has used the card for a purchase or to withdraw cash in an EEA currency other than euros, the bank will send the cardholder a digital message of the mark-up on the exchange rate. The message can be sent as a text message or alternatively in another digital channel, which has been agreed between the bank and the cardholder and communicated to the cardholder.

The message is sent the first time when the cardholder makes a payment in an EEA currency, and subsequently at least once a month if the card is used for payments in an EEA currency. The cardholder can unsubscribe these messages at any time.

The actual total costs of currency conversion compared to the total costs of currency conversion calculated on the basis of the reference exchange rate of the European Central Bank (ECB) can be compared on the bank's website at [www.danskebank.fi/cardexchangecalculator](http://www.danskebank.fi/cardexchangecalculator). The comparison shows the difference as a percentage or as an amount in euros. The reference exchange rates of the ECB only cover European currencies\*\*, and their exchange rates change constantly.

\*\* CHF, CZK, DKK, HUF, ISK, NOK, PLN, SEK, BGN, HRK, RON

### 11. Safekeeping of the card and PIN code

The card must be kept securely and so that it does not become damaged.

The cardholder undertakes to keep safe and handle carefully the card, its PIN code and other identifiers relating to use of the card so that an unauthorised person is not able to find out or make use of the details relating to the card. The PIN code or other identifier must be stored separately from the card and the card number and preferably only in the user's memory. A card, PIN code or other identifier must not be stored, for example, in the same wallet or bag or the memory of a mobile telephone in an easily recognisable form, or in a locked car.

The cardholder undertakes to destroy the letter from the Bank containing the PIN code or other identifier and not to record the PIN code or other identifier in an easily recognisable form.

When typing the PIN code, the cardholder must cover the keypad with his/her hand so that outside parties cannot see the key combination used.

The safety of the card, PIN code or other identifier must be monitored closely. The cardholder must regularly check that they are safe as required by the circumstances at any given time, and especially in situations where the risk of loss is great.

### 12. Fees and charges relating to use of the card

The Bank has the right to levy and debit fees and charges in accordance with the terms and conditions and the Bank's service charge list, a finder's fee notified to be paid to the finder of a lost card, a confiscation fee for a card withdrawn due to being used contrary to the card and account terms and conditions, and other comparable fees and charges in accordance with the terms and conditions and the service charge list valid at any given time. A fee and a commission in accordance with the valid service charge list are levied for cash withdrawals made abroad.

The service charge list is part of the card agreement. The service charge list is also available at the Bank's branches and on the Bank's website. At the cardholder's request, the charge list is also separately delivered to the cardholder in writing or electronically.

### 13. Obligations and responsibilities of the cardholder and account holder

#### 13.1 Duty of notification

The cardholder and/or the account holder must immediately notify the Bank if:

- the card or the related PIN code or other identifier is lost; or
- there is cause to suspect that one of them is or may be known to or possessed by an outside party; or
- the card may have been used without authorisation; or
- the card has been left in an automated teller machine (ATM), for example.

The responsibility of the cardholder and account holder ceases after the notification is made, taking, however, into consideration what is stated in section 13.2 of these terms and conditions.

The notification must be made without delay and may be made:

- personally at the Bank's branch during the branch's opening hours; or
- to the Bank's customer service, tel. 0200 2580 (local network charge/mobile call charge, service in Finnish) open Monday to Friday 8 a.m. to 6 p.m. or
- by telephone round the clock to the Card Service's telephone number receiving loss and closure notifications on 0200 2585 (local network charge/mobile call charge) or, when calling from abroad, +358 200 2585 (local network charge/mobile call charge).

When a card is reported to be lost or possessed by an outside party, it may no longer be used after the notification. If the cardholder nevertheless uses the card, the Bank has the right to levy and charge from the cardholder's account a confiscation fee and any costs incurred by the Bank for the use of the card and the confiscation.

When reporting a loss, the cardholder's name, personal identity number and the card types of the lost cards must be specified.

In addition, the cardholder and/or account holder must, without undue delay after becoming aware of it, notify the Bank of an unexecuted, unauthorised or erroneously executed payment transaction using the Bank's customer service number indicated above.

### 13.2 The cardholder's and the account holder's responsibility for unauthorised use of the card

The cardholder and the account holder are liable for unauthorised use of the card if:

- 1) one of them has handed over a card, PIN code or other identifier to a party unauthorised to use it;
- 2) the loss of a card, PIN code or other identifier, their being possessed by another party in an unauthorised manner or their unauthorised use is due to the negligence of one of them; or
- 3) none of them has notified the Bank in accordance with section 13.1 of the loss of the card, PIN code or other identifier, their being possessed by another party in an unauthorised manner or their unauthorised use without undue delay after becoming aware of it.

In cases referred to in items 2 and 3, the cardholder is liable for unauthorised use of the card up to the amount of EUR 50. However, the cardholder and the account holder are fully liable for unauthorised use of the card if one of them has acted intentionally or through gross negligence.

However, the cardholder and the account holder are not liable for unauthorised use:

- 1) in so far as the card has been used after the Bank has been notified in accordance with section 13.1 of the loss of the card, PIN code or other identifier, their being possessed by another party in an unauthorised manner or their unauthorised use;
- 2) if, when the card, PIN code or other identifier has been used, the payee has not ensured the payer's right to use the card in an appropriate manner in accordance with the valid rules of the card company [for example, MasterCard or Visa].

- 3) where the bank has not required the payer to provide strong electronic identification.

However, the cardholder and account holder are always liable for unauthorised use of a card if one of them has intentionally made an erroneous notification or otherwise acted fraudulently.

### 13.3 Investigations and costs incurred due to the cardholder's error

The Bank has the right to collect any costs incurred from the investigation of an erroneous card transaction or any unnecessary investigation of a card transaction correctly executed and any costs incurred from recovering the related monetary amount from the cardholder if the error is caused by the cardholder.

## 14. Notices concerning the card and communications

### 14.1 Cardholder's contact details and duty of notification concerning them

The cardholder must provide the Bank with sufficient identification and contact details on him or herself, such as his/her name, personal identity number, domicile, telephone number and address, and provide a sample signature. A P.O. box address is not acceptable as address information.

Cardholders are responsible for the information they provide being correct and up to date. Cardholders must immediately notify the Bank of any changes to their identification or contact details. The Bank is not liable for any losses arising due to the fact that the cardholder has not notified the Bank of changes to the information specified. The Bank has the right to charge the customer for the costs incurred for omitting to inform the Bank of any changes.

As necessary, the Bank has the right to verify the information provided by the customer and the cardholder with the Population Register.

### 14.2 Communications and date of service of a notice

The Finnish or Swedish languages may be used for communications between the cardholder and the Bank at the cardholder's discretion.

Information concerning the card agreement and invoicing can be distributed using eBanking only, if the cardholder has agreed upon the use of eBanking and the related electronic archive with the Bank. In other cases, information will be provided in writing to the address given to the Bank by the main cardholder or to the cardholder's address contained in the Population Register.



The bank will either inform the cardholder of any threats regarding fraudulent activities or security using the contact details provided by the card holder, or announce them in the bank's electronic channels.

If the cardholder wishes to receive information more frequently than in an invoice or account statement sent once a month or in some other manner or media than those agreed, the Bank has the right to charge a fee specified in the service charge list for providing such information.

A written notice sent by the Bank to the main cardholder is deemed to have reached the recipient on the seventh (7th) day from the mailing of the notice, if it was sent to the mailing or telecommunication address most recently agreed upon between the Bank and the main cardholder or the main cardholder's address most recently notified to the Population Register. The main cardholder and the account holder are obligated to deliver any notices concerning the card agreement to parallel cardholders without undue delay.

The cardholder and/or the account holder send any notices concerning the card agreement or invoicing in writing to the address specified in the card agreement or in another manner separately agreed upon. The Bank is deemed to have received the notice at the latest on the seventh (7th) day from the day it was sent.

## 15. The Bank's rights, obligations and responsibilities

### 15.1 Responsibility for the execution of a card transaction

The Bank is responsible to the cardholder for ensuring that the monetary amount of a card transaction carried out and accepted by the cardholder is debited from the cardholder's account and credited to the payee's service provider in accordance with these terms and conditions and within the period specified in section 9, unless otherwise provided for in sections 16 and 24.

The duty of the cardholder's service provider to execute the final payment order begins from the moment when it has received the necessary details on the card transaction from the payee's service provider and ends when it has credited the monetary amount of the card transaction to the account of the payee's service provider.

It is a prerequisite for the execution of a payment order binding on the Bank that the account being debited contains, at the moment of debiting, sufficient funds for making the payments for the card transactions included in the payment data. The Bank has the right to not execute a payment order and not transmit a card transaction if the cardholder's account does not have sufficient funds.

The Bank is also not responsible for a payment order that is not executed or executed erroneously if this is due to insufficient or erroneous information provided by the cardholder or actions by the cardholder contrary to the card agreement and these terms and conditions or if there is a reason based on the law for the payment order being unexecuted.

### 15.2 Tracking and return obligation for an unexecuted or erroneously executed payment order

At the cardholder's and/or account holder's request, the Bank initiates action to track a card transaction and notifies the party presenting the request of the results. The Bank has the right to charge the cardholder for any costs it has to pay to the cardholder's or a payee's service provider located outside the European Economic Area due to the tracking. In addition, the Bank has the right to charge the cardholder for any tracking costs if the card transaction is unexecuted or executed erroneously due to insufficient or erroneous information provided by the cardholder.

The Bank must refund to the cardholder's account without undue delay the monetary amount of any payment order that is debited from the bank or credit account linked to the card but is unexecuted or executed erroneously. In connection with the refund, the cardholder has the right to a repayment from the Bank of any expenses charged by the Bank for the payment order. In addition, the cardholder has the right to compensation from the Bank for interest that he or she may have been obligated to pay for a delay or error.

However, the cardholder and/or account holder is not entitled to receive a refund of the card transaction or service charges or interest if the card transaction is unexecuted or delayed for a reason attributable to him or her.

### 15.3 Complaints and responsibility for unauthorised use of the card

In order to make a written complaint, the cardholder must be able to produce the receipt for the card transaction in question.

When the Bank has established that the cardholder is not, for reasons specified in section 13, responsible for unauthorised use of the card or a card transaction, the Bank must refund the monetary amount of the card transaction that is established to be unauthorised and has already been paid by the cardholder to the cardholder's account. No interest is payable on the refunded amount, nor are any other costs incurred by the cardholder compensated for.

However, the Bank is not responsible for unauthorised use of the card or an unauthorised card transaction if the cardholder

does not notify the Bank of this without undue delay after becoming aware of it.

The cardholder and/or account holder must actively monitor card transactions and balance of the card, and submit a complaint about any unauthorised or erroneous transactions and take any other actions necessary to limit the damage caused to the bank and the cardholder, such as cancel the card. The cardholder and/or account holder must verify correctness of the transactions listed on the account statement and/or credit card invoice when receiving the account statement or invoice.

#### 15.4 Refund liability for card transactions initiated by the payee

The cardholder has the right to request that the Bank refund the monetary amount of a card transaction initiated by or via a payee if the monetary amount of the card transaction:

- 1) is not exactly specified in the consent for the card transaction provided by the cardholder; and
- 2) is higher than the cardholder could reasonably expect considering his/her previous consumption behaviour, the agreement terms and conditions and other circumstances.

The cardholder must request a refund from the Bank no later than eight (8) weeks from the debiting of the monetary amount of the card transaction.

The cardholder is not entitled to a refund of the monetary amount of the card transaction if a payee's service provider located outside the European Economic Area has been involved in the execution of the card transaction or if the card transaction is denominated in another currency than the euro or the currencies of states included in the European Economic Area.

#### 16. Liability to pay damages and limitation of risk

The Bank is only obliged to compensate the cardholder and/or the account holder for direct loss caused by any conduct of the Bank contrary to the Payment Services Act or the card agreement. Such direct losses include, for example, necessary investigation costs incurred by the cardholder and/or the account holder for the investigation of an error.

The Bank is only liable for indirect loss caused by the Bank to the cardholder and/or the account holder by its negligence in the case of conduct contrary to the obligations laid down in the Payment Services Act. In such cases, indirect loss is considered to include loss of income due to the Bank's erroneous conduct or to measures caused by the Bank's erroneous con-

duct, loss caused by an obligation based on another agreement and other comparable loss. However, the Bank is not liable for indirect loss caused by an error or neglect in the execution of a payment order.

The Bank must only return collected service charges in so far as they concern the error or neglect causing loss.

The Bank does not guarantee the uninterrupted, continuous functioning of ATMs, automatic payment machines, payment terminals, eBanking or other equipment and/or systems used for the execution of payment orders or the verification services used in connection with payment orders (such as Verified by Visa or MasterCard Secure Code). The cardholder must prepare for any interruptions taking place in the functions mentioned, telecommunication disturbances and ATM or payment terminal-specific usage interruptions.

The seller or the party rendering the service is liable for any defects or faults in the products and services purchased and paid for using a card linked to a credit account. The Bank is not party to these agreements, nor is it responsible for compliance with these agreements and the terms and conditions related to them.

If the seller or the party rendering the service does not meet his/her agreement obligations, the cardholder may present a claim concerning a payment based on the breach of agreement also to the Bank that has financed the sale or service. The bank is jointly liable in accordance with the Consumer Protection Act for a payment made using the credit feature.

The cardholder's claim to the Bank may concern refraining from payment, refund of the price, damages or other monetary payment. However, the Bank is not liable to pay the cardholder more than what it has received from him or her as payment.

The cardholder may refrain from paying the price for the goods or service due to a delay by the seller or the party rendering the service. However, the cardholder may not refrain from paying a monetary amount that apparently exceeds the claims that he or she is entitled to due to the delay. The cardholder is liable for any consequences for delay or other consequences due to unjustified refraining from payment.

The Bank accepts no responsibility if the trader refuses to accept the card as a means of payment.

The Bank is not liable for loss caused by use of automated machines contrary to instructions or erroneous use or by use of the card contrary to instructions on the Internet.

The Bank is not liable for loss caused by the Bank not executing a card transaction due to the account having insufficient funds.

The cardholder and/or account holder is not entitled to receive compensation from the Bank unless he or she notifies the Bank of the error within a reasonable period from the discovery of the error or from the time he or she should have discovered the error.

The Bank is not responsible for the presence of chip card readers in all points of sale or automated machines accepting a card.

The Bank is not responsible for the functioning of a service provider or its capacity to pay.

For damages arising from international sanctions, the bank's liability is defined in Section 24.

#### **17. The Bank's right to obtain, exchange, disclose and record information**

Whenever the cardholder uses the card, he or she gives his or her explicit consent to the bank to process the personal data necessary to provide payment services.

When granting and monitoring cards, the Bank uses personal credit information which it obtains from the credit information registers of companies engaging in credit information activities, such as Suomen Asiakastieto Oy. In addition, information necessary for the granting of credit is obtained from Group companies and the customer's and/or cardholder's employer. Information obtained includes such information as credit information, information on employment relationships and other information necessary for the customer relationship. The Bank, companies acting on behalf of the Bank and a payee's service providers have the right to mutually exchange information on the cardholder, details on the use of the card, fund enquiries and reservations and card transactions.

The Bank also has the right to disclose information necessary for the investigation of matters related to the use of the card to all jointly responsible account holders and cardholders, payees' service providers, payees who have accepted the card as a means of payment, companies receiving notifications of loss of cards and card companies (such as MasterCard and Visa).

The Bank has the right to answer any fund enquiry by a payee concerning a card transaction and make a reservation of funds corresponding to a card transaction and provide other instructions to the payee concerning the use of the card.

The Bank has the right to disclose the information necessary for the manufacture of the card to the card manufacturer.

The Bank has the right to record information on the transactions by the cardholder and card transactions in its information systems and record customer calls to verify card transactions and the cardholder's other transactions.

When using a cash machine or other automated machine belonging to another bank, company or other service provider operating on behalf of a bank, information on the cardholder's card and card transaction are recorded in this other party's information system. When a payment terminal is used, the transaction data is recorded on the information system of the payee or the payee's service provider or a company acting on behalf of these.

The Bank has the right to obtain, use and disclose information on the customer and the cardholder in accordance with the legislation and authorities' regulations valid at any given time.

#### **18. Closure and constraint on the use of the card**

The Bank closes the card when the cardholder or account holder has made a notification of loss of the card, it being possessed by another in an unauthorised manner or its unauthorised use.

The Bank has also the right to close the card facility if:

- 1) the security of card usage has been compromised; or
- 2) there is cause to suspect that the card is being used in an unlawful or fraudulent manner; or
- 3) the card provides access to a credit facility and there is a considerably increased risk that the cardholder cannot meet his/her payment obligations.; or
- 4) where, at the bank's discretion, the requirements of the law or regulatory provisions so require or
- 5) use of the account linked to the card has been blocked.

Situations entitling the Bank to close the card include the following, for example:

- the credit limit is exceeded
- the cardholder has no capacity to pay
- the cardholder applies for debt restructuring or corporate restructuring
- the cardholder applies or he or she is filed for bankruptcy
- the cardholder has payment delays or registered payment defaults and the Bank has cause to suspect a lowered capacity or willingness to pay on the basis of his/her other behaviour
- the cardholder has died or a trustee is appointed for the cardholder

- fees or charges levied for the card have not been paid
- the cardholder's account has been closed
- the cardholder uses the card contrary to the card agreement and these card terms and conditions
- the card and/or account agreement has been terminated or cancelled
- the cardholder's right to use the account or credit linked to the card has been rescinded
- where the cardholder has not provided the bank with the information it requests relating to the customer due diligence requirements
- the card data has been duplicated.

The card and the related right of use may also be closed partially and temporarily by closing the chip on the card, for example.

If the cardholder uses a combination card, the Bank has the right to close the card in its entirety. At its discretion, the Bank has the right to replace a combination card with a payment card only linked to a bank account.

If the security of the use of the card is compromised or there is cause to suspect unlawful or fraudulent use of the card, the Bank notifies the main cardholder of the closure of the card and the reasons for this in advance if possible, by telephone, for example. In other closure situations, notice is given in writing by post or electronically in another, separately agreed manner.

The Bank has the right to give notice of the closing of the card only after the closure if:

- closure is justified in order to prevent or limit losses; or
- a notice would endanger the reliability or security of the use of the card.

The Bank gives no notice in cases where this is prohibited by law.

Usage constraints, such as a minimum or maximum number of instances of usage, or a total amount or number of withdrawals made at a particular point in time, may be imposed or agreed upon for use of the card with various types of devices. The Bank has the right to change the aforementioned usage constraints due to security or other valid reasons without complying with the procedure for amendments specified in the card terms and conditions.

### 19. Restoring the possibility to use the card

The cardholder has the right to ask the Bank at any time to restore the possibility to use the card. The request must be

made personally at the Bank's branches or by telephone on the service numbers specified in section 13.

If there are no longer grounds for closure of the card, the Bank must restore the possibility to use the card as soon as possible after the cardholder has requested this and the grounds for the closure of the card have been removed.

The Bank has the right to restore a card of the type which the cardholder has earlier used or of a type similar to it within the product selection on offer at any given time. The Bank has the right to replace a card earlier in use with a new type of card when this is justifiable from the perspective of the Bank's risk management. The restored card will carry a new number and a new PIN code.

### 20. Collecting a charge for paying with the card

If applicable law allows this, a payee has the right to collect a charge for accepting payment with a card or offer a discount for using it.

A party administering a cash machine and foreign exchange services abroad where a cash withdrawal is made have the right to charge their own fee in connection with the withdrawal.

The Bank as the service provider is not responsible for any charges or fees collected by a payee or other third party.

### 21. Amending the card agreement, card terms and conditions and the service charge list

The card agreement and the related card terms and conditions and the service charge list may be amended.

The Bank informs the main cardholder of an amendment to the card agreement, card terms and conditions or the service charge list in writing or electronically in a separately agreed manner. The amendment takes effect from the time notified by the Bank; however, no earlier than two (2) months after sending the notification to the main cardholder.

The agreement will continue with the amended contents unless the main cardholder notifies the Bank in writing or electronically in a separately agreed manner that he or she objects to the amendment by the notified effective date. The main cardholder has the right to give notice to terminate the account agreement immediately until the notified effective date of the amendment. If the cardholder objects to the amendment, the cardholder and the Bank have the right to terminate this agreement in accordance with section 23 of these terms and conditions.

## 22. Transferring the agreement

The Bank has the right to transfer the card agreement in its entirety or in part with all its rights and obligations to a third party without consulting the cardholder. The cardholder is not entitled to transfer the rights and obligations in accordance with the agreement.

## 23. Validity, termination and cancellation of the card agreement

The card agreement is valid until further notice, unless otherwise agreed.

The cardholder and the account holder have the right to terminate the card agreement with immediate effect by notifying the Bank of this in an agreed manner and by returning the card so cut that also the chip on the card has been destroyed. The Bank has the right to terminate the agreement effective after two (2) months' notice has been given, unless a longer period of notice has been specified in the card agreement.

When the cardholder's account is terminated or closed, the Bank has the right to terminate the card agreement with immediate effect and request that all cards linked to the account are returned.

The cardholder and the account holder are liable for transactions made using the card before the Bank has received notice of termination and the card itself. If the Bank has terminated the card agreement and/or the account agreement, the cardholder and the account holder are responsible for all obligations and liabilities related to the card agreement and/or the account agreement during the period of notice.

The Bank has the right to cancel the card agreement with immediate effect if:

- the cardholder has given the Bank misleading information that may have affected the granting of the card;
- the cardholder or other person entitled to use the cardholder's account has materially breached the terms and conditions or obligations based on the card agreement or account agreement;
- the Bank has a weighty reason to consider that the cardholder is guilty of misuse of the card; or
- the cardholder has otherwise acted towards the Bank or Bank employees so that a continuation of the card agreement cannot be considered reasonable from the point of view of the Bank.

When cancelled, the card agreement is terminated with immediate effect.

The Bank sends a notice concerning termination or cancellation to the main cardholder in writing or electronically in a separately agreed manner.

The Bank has the right to close the cardholder's account and the card linked to it at the end of the notice period or when the card agreement has been cancelled in the manner specified above.

Upon termination or cancellation of the agreement, any payments and fees related to the cardholder's account fall due immediately once the notice period of the agreement has expired or the cancellation has taken effect. The Bank must return any payments and fees paid in advance by the cardholder in so far as they concern the period after the effective date of termination. The Bank does not charge any expenses for termination or cancellation of the agreement.

Services associated with the card may no longer be used once the notice period of the account agreement has expired or cancellation has taken effect.

## 24. International sanctions directed at the cardholder

If sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA or any locally competent authority are directed at the cardholder or if these have any impact on the cardholder, directly or indirectly, the bank has the right to cancel the card or restrict its use, or terminate or cancel the card agreement.

The bank will not accept responsibility for any direct or indirect damages potentially arising from the use of the card not being possible or from taking any action related to sanctions that the bank has deemed necessary at its own discretion.

## 25. Force majeure

A contracting party is not liable for loss that is caused by a *force majeure* event or a similar circumstance making compliance unreasonably difficult or burdensome. Such a circumstance releasing from liability may be, for example, a measure by the authorities; war or a threat of war; mutiny or riot; disturbance in postal or telephone communications, automatic data processing, data transfer, telecommunications, other electronic communications or supply of electricity independent of the Bank; interruption or delay in the Bank's operations due to a fire or other accident; industrial action, such as a strike, lockout, boycott or blockade, even if the Bank is not involved in it. *Force majeure* or other circumstances specified above entitle the Bank to suspend its operations for the time being.

The parties are obliged to inform each other as soon as possible with regard to any *force majeure* situation encountered. If the *force majeure* concerns the Bank, the Bank may provide information on the matter in newspapers with a nationwide distribution.

## 26. Means of restitution

### 26.1 Customer guidance and means of restitution

It is advisable to contact the Bank in matters relating to the card agreement and these terms and conditions. The customer may also leave a request for contact with the telephone service of Danske Bank on tel. 0200 2580 (local network charge/mobile call charge; service in Finnish) open Monday to Friday 8 a.m. – 6 p.m., or 0200 2570 (local network charge/mobile call charge, service in Swedish), open Monday to Friday 9 a.m. – 4 p.m., or through eBanking ([www.danskebank.fi](http://www.danskebank.fi)). If the customer deems that the Bank has acted contrary to these terms and conditions, he or she should primarily contact the branch of Danske Bank where the breach is deemed to have occurred. Complaints should be submitted in writing.

### 26.2 Other means of restitution

Insurance and Financial Advisory Office  
Porkkalankatu 1, FI-00180 Helsinki, Finland  
Tel. +358 (0)9 6850120  
[www.fine.fi](http://www.fine.fi)

Financial Supervisory Authority  
P.O. Box 103, FI-00101 Helsinki, Finland  
Tel. +358 (0)10 83151  
[www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)

Finnish Competition and Consumer Authority,  
P.O. Box 5, FI-00531 Helsinki,  
Tel. +358 (0)29 505 3000,  
[www.kkv.fi](http://www.kkv.fi)

Consumer Disputes Board,  
P.O. Box 306, FI-00531 Helsinki,  
Tel. +358 (0)29 566 5200,  
[www.kuluttajariita.fi](http://www.kuluttajariita.fi)

## 27. Applicable law and place of jurisdiction

The card agreement and the related terms and conditions are governed by Finnish law.

Any disputes concerning the card agreement and the related terms and conditions are considered in the district court under whose jurisdiction the Bank's registered office falls or its administration is mainly managed, or in the district court of a Finnish locality under whose jurisdiction the main cardholder's domicile or permanent residence falls. If the main cardholder does not have a residence in Finland, any disputes are considered in the district court under whose jurisdiction the Bank's registered office falls or its administration is mainly managed.