

## Terms and conditions for Mastercard Debit

### Definitions

#### Card types

##### Personal card

Mastercard Debit is issued to private individuals for personal use.

##### Company card

Mastercard Business Debit is issued to private individuals for use in connection with company purchases.

##### Mastercard on mobile

Virtual version of a physical personal or company card that can be placed in a wallet, approved by Handelsbanken, on a mobile device, for example, a smartphone or tablet. The virtual payment card on a mobile device can then be used via a wallet for contactless payment in physical transactions.

#### General definitions

##### Personal card liability

You are solely liable and personally responsible for all payments/withdrawals and other debit transactions made using the card. Liability also includes losses due to unauthorized use by other parties, subject to the limitations set out in section 100 of the Danish Payment Services Act. See section 2.10.

##### Company card with liability on the part of the company

A Mastercard Business Debit card used to pay expenses incurred by the card holder on behalf of his/her place of employment/company. In principle, the company is liable for all claims relating to the issue and use of the card. In certain situations, the card holder is personally, and jointly and severally liable for claims relating to the use of the card, see section 2.21.

##### Payee

The business locations where Mastercard can be used as a means of payment.

##### Denmark

Denmark, the Faroe Islands and Greenland.

##### Card holder

The person to whom a Mastercard is issued.

##### Account holder

The person for whom a card account is opened.

##### Card

Physical card and virtual versions of physical cards.

##### Account

Account on which transactions related to your Mastercard are drawn. Every time you use your card, the transaction is registered to the account.

##### Maximum spending and withdrawal amount

The maximum amount available to you.

##### Fee period

Card fees are charged annually. The fee period starts when the card is issued.

##### Receipt

Information about a payment on paper or in electronic form.

##### Transaction

A transaction is when you either pay using the card, for example, in a store or similar, or when you withdraw cash from an ATM.

##### Nets Danmark A/S (hereinafter referred to as Nets)

Payment solution provider for Mastercard.

##### Personal security credentials

Personalised credentials made available by the card issuer to the card holder for the purpose of authenticating the card holder. These could, for example, be a PIN code, password for online shopping, a one-off code received by text message, wallet code, fingerprint, facial recognition, etc. Mastercard ID Check is also considered to be a personal security credential.

##### PIN code

The 4-digit personal code associated with your card. One PIN code: PIN code that you have chosen to use as your common PIN code, from one of your other physical payment cards issued by Handelsbanken, if Handelsbanken makes this possible.

##### Mastercard ID Check

A security system that protects against the misuse of card details when shopping online.

##### One-off code

A code received by the card holder via text message to their registered mobile phone. The code must be used for future purchases in stores that use Mastercard ID Check.

##### Password for online shopping

A password that you choose as your own personal security credential when shopping online. The password is used together with the one-off password.

##### NemID

NemID is a digital signature. A technical distinction is made between Bank NemID and OCES NemID, but you can use both types to register for Mastercard ID Check.

##### List of prices

The list of fees, etc. that apply at any given time. The list of charges can be found on the Handelsbanken website.

##### Data centre

The IT centre that provides IT services to Handelsbanken.

##### Contactless payment

Cards with built-in antenna connected to the card's

chip allowing payment to be made without the card coming into direct contact with the payment terminal, if the payment terminal also has a contactless function. You only need to hold the card at a distance 0-3 cm from the contactless symbol on the payment terminal. Cards and payment terminals with contactless function carry the symbol:



## Wallet for use in physical transactions

A personalised software-based solution that allows you to make payments using a Mastercard on a mobile device in physical transactions.

## Digital wallet

A personalised software-based solution where you register your card details for future purchases from an online store.

## Terms and conditions

### 1. Use of the card

You can arrange for a Mastercard Debit card to be linked to a Handelsbanken account by agreement. The card is a debit card with a restricted balance that can be used in Denmark and abroad. You may not use the card for any unlawful purposes, including the purchase of goods or services that are illegal under local legislation.

#### 1.1 Use of the card as a payment card in Denmark and abroad

The card can be used to pay for goods and services from payees who accept Mastercard, including payees online.

You can also use the card for purchases via mail order and telephone order, as well as to make payments through self-service machines. If you have an amount payable from a payee, the payee will be able to deposit the money to your account via your card.

Mastercard on mobile can only be used for physical transactions with payees who accept contactless cards.

Individual payees may have rules restricting use.

Handelsbanken and Nets accept no liability for a payee refusing to accept the card as a means of payment.

We are not liable for any errors and omissions in the services provided by the payee.

#### 1.2 The card as a debit card in Denmark

The card can be used for:

- Cash withdrawals from ATMs bearing the Mastercard logo,
- Cash withdrawals from banks that are connected to the Mastercard system as a cash payer,
- Cash withdrawals from a bureau de change, casinos, etc.

Withdrawal limits and the fees for cash withdrawals are stated in the list of prices.

Mastercard on mobile cannot be used as a debit card.

#### 1.3 The card as a debit card abroad

The card can be used for:

- Cash withdrawals from ATMs connected to Mastercard,
- Cash withdrawals from cash withdrawal points connected to Mastercard,

Withdrawal limits and the fees for cash withdrawals are stated in the list of prices. Local withdrawal limits may apply.

The limits may result in the payment of a minimum fee in several instances.

Mastercard on mobile cannot be used as a debit card.

#### 1.4 When you make a purchase or withdrawal using Mastercard

When you make a purchase or withdrawal using Mastercard, the amount is 'reserved' in your account once Handelsbanken has been notified of the transaction. This means that the reserved amount is no longer available to you.

The amount is withdrawn from your account as soon as Handelsbanken has received the claim for payment from the payee. When you withdraw cash from Handelsbanken's own ATMs and branches in Denmark, we will deduct the amount immediately.

Please note that when you use your card for online purchases or for mail orders and telephone orders, the payee may not normally draw the amount until the goods are dispatched. If you make purchases with agreed prepayment, for example airline or concert tickets, the payee may withdraw the amount as soon as the trip or concert ticket is booked. You cannot withdraw more money using the card than there is in the account. We will therefore be able to refuse payment requests if there are insufficient funds in the account.

When you make a payment or withdrawal in a foreign currency, we convert the amount to Danish kroner, see list of charges.

#### 1.5 Withdrawal of amounts from your account

As a general rule, purchases and withdrawals will be deducted from your account on the same day as you make a purchase or withdrawal. However, the time of drawing on the account will depend on when Handelsbanken receives details of the transaction.

## 2. Terms and conditions for holding and using the card

### 2.1 Maximum spending and withdrawal amount

Maximum spending and withdrawal amounts have been set for payments and cash withdrawals. These are stated in the list of charges.

You may only withdraw money or withdraw amounts held in the account, unless you have agreed otherwise with Handelsbanken.

## 2.2 Time constraints

As a general rule, your Mastercard can be used 24 hours a day. However, there may be times when the systems are being updated, during which the card cannot be used.

## 2.3 Issuing and storing cards and personal security credentials

### Cards

As soon as you have received your physical card, you must enter your signature in the signature field on the back of the card. By signing the card and/or using the card, you also confirm that you have read and accepted the Card Terms and Conditions. The signature on the card is used by the payee for comparison with your signature on the purchase receipt, if payment is to be approved by your signature. You must keep the card and your mobile device in a safe place. You should check at regular intervals that the card or your mobile device is not lost.

### Personal security credentials

Your personal security credentials, such as your PIN code, are personal and may only be used by you. You will automatically receive a PIN code for your card. When you receive the PIN code, you should be aware of whether other parties may have gained access to the code. You should learn the PIN code by heart. Do not store the code together with the card, write the code on the card, or store the code in or with your mobile phone. If you cannot learn the code by heart or want to keep the code, you must make sure that you keep it in a safe place. If you need to write the PIN code down, you should use a PIN code memory device that can be obtained from Handelsbanken.

You may not disclose your PIN code or other personal security credentials to other parties, or otherwise allow others access to security credentials. When using your personal security credentials, make sure that no one else can see them. If you suspect that other parties may have had access to your personal security credentials, you must contact Handelsbanken immediately.

When you register a Mastercard for a payment solution on a mobile device (such as a mobile phone or tablet), you must protect the device and the card with a personal security credential. Read more about how to do this in the user regulations for each payment solution.

### Mastercard ID Check

Mastercard ID Check is an extra security solution to protect against the misuse of card details when shopping online. This protection is generally used when you shop online and this security solution should be offered by the store. In certain circumstances, Handelsbanken has a statutory right to refuse your payment if the store does not offer you an extra security feature.

The security feature may be that, when you shop online, after entering your card details, you enter your password and use a one-off code that you receive from Nets via text message when payment is made. The security feature may also be that, when you shop online, after entering your card details you must use

your NemID to approve the payment. This applies, for example, if you have not provided your mobile number to Handelsbanken, or if you have a new mobile number, see Section 4.1.

If you do not have a password for online shopping, you will be asked to create a password to use when you shop online. This takes place via a screen image from Nets.

In future, you will need to use the password together with a one-off code that you will receive by text message.

When you receive your new card, Handelsbanken may have chosen to register it automatically for Mastercard ID Check if you have provided your mobile number to Handelsbanken. Changes to your mobile number can be made via Handelsbanken's website/online bank, or by contacting Handelsbanken.

If your mobile number is not registered with Handelsbanken, you can shop using NemID. Using NemID, you can also register your mobile number at Nets, after which, via text message, you can receive the one-off code to be used to complete the payment.

If you are not registered for Mastercard ID Check, you cannot shop in the respective store.

As your mobile phone becomes part of the security measures for online purchases in stores that use Mastercard ID Check, you must ensure that no other party has or can gain unrestricted access to both your card and your mobile phone. You must therefore change/cancel the mobile phone number for Mastercard ID Check as soon as possible if you lose the mobile phone on which you receive one-off codes. If you lose the card at the same time, you must also block this, see section 2.9.

## 2.4 Use of cards and personal security credentials

Cards and personal security credentials may only be used by you personally.

When you use the card, you must enter your PIN code or sign a receipt, except in the situations indicated below, when the PIN code should not be used. When you enter your PIN code, make sure that no one else can read it.

The PIN code or other personal security credentials must never be entered on a telephone, recorded and saved on a telephone, or used in conjunction with the Internet or other communication methods that allow the security feature to be read/overheard.

Never sign a receipt if the amount has not been added, or if the amount is incorrect. If you become aware that several impressions of the card are being made, you must make sure that any unused impression is destroyed. If you allow a store to draw extra money on your card, such as tips, you must make sure that the store provides a receipt for the full amount.

When you use the card for purchases online, or via mail order or telephone order, the PIN code does not

need to be provided. You must provide your name, address, card number and card expiry date.

When you use your card to rent a car or pay for a hotel, for example, you will often be asked to sign an advice that allows the rental company or hotel to subsequently withdraw additional amounts. Please note that the rental company or hotel will then be able to withdraw additional amounts from your account.

### *Online purchases*

If you use your card to shop online, you should make sure that the payment details, including the card number, are sent in encrypted form, possibly by using SSL or similar. If the store uses Mastercard ID Check, you must also enter the one-off code that you will receive via text message from Nets in connection with the purchase. You can also use NemID. You should print a copy of the screen showing the amount to be paid. This can be used to check your account statement.

### *Mail order purchases*

In the case of mail order purchases, you must sign the order form to confirm that a withdrawal can be made from your card account. When you provide your card number in writing or verbally so that the transaction is debited to the card, this is deemed to be approval of the transaction.

### *Self-service machines without PIN code*

Certain machine transactions are carried out without the use of a PIN code. In Denmark, this applies to the Great Belt Fixed Link, the Øresund Link, certain payphones and certain parking machines.

### *Receipt*

When you make a purchase or withdrawal using the card, you should always be sure to get a receipt. The receipt must show, among other things, the date, amount and parts of your card number. You must make sure that the amount corresponds to the withdrawal or purchase and that the correct date is stated on the receipt. You should keep the receipt until you have checked that the correct amount has been deducted from your account. You may not receive a receipt for purchases from self-service machines.

### *Contactless payment*

Contactless payment can take place on payment terminals set up to be contactless. On using a contactless card or Mastercard on mobile, payment can take place without direct physical contact with the payment terminal and without using a PIN code or signature for payments. There is a limit to the amount that can be paid for each transaction without you having to enter a PIN code. For payments above the applicable limit, payment can also be made without direct physical contact with the payment terminal, but solely using a PIN code.

For security reasons, irrespective of the payment amount, you will be regularly asked to use the chip on your physical card and to enter your PIN code.

If you use Mastercard on a mobile device, you will be asked to use a personal security feature.

Handelsbanken may adjust the limit for contactless payment without using a PIN code without notifying the adjustment, unless the amount is increased or reduced by more than 50% within a calendar year. The applicable limit is shown on Handelsbanken's website.

You can decide whether you want to use the contactless function on your physical card, or to use the card's chip/magnetic stripe and PIN code (signature).

### *Pre-registration of card details*

You have the option of registering your card details with a store or a digital wallet provider, so that you do not need to enter your card details when confirming future purchases. You must follow the instructions given by the store or wallet provider.

You can also agree with the store that your card details will be registered by the store for the purpose of paying a subscription. The store will deduct the agreed subscription payments itself, and you will not need to approve individual subscription payments.

If you have used your card number to pay for an ongoing service, such as a subscription, you must ensure that the payee is informed in writing if you wish to cancel the subscription or no longer wish to pay with the card. You should always make sure you keep documentation of the order/cancellation. In connection with a purchase, you will usually receive a receipt showing the date, amount and card number.

For all solutions covered by this section, if you change cards, you must contact the store or the provider of the digital wallet solution yourself, in order to register your new card details.

Handelsbanken can offer the option of automatically updating your card details with stores where you have subscriptions or recurring purchases, or other places where your card is registered for payment. Updating takes place when your card is replaced, for example after blocking or expiry. You can have the option to choose the stores for which updates should happen automatically. Contact Handelsbanken to exercise this option.

### *Gambling and lotteries*

If you use your card with stores that primarily offer gambling and betting, including casinos, lottery ticket agents, racecourses and similar venues, use of the card may be restricted. The restriction may be as follows:

- a daily limit, or
- that the card may not be used for betting and lotteries

Contact Handelsbanken for more information. If you are under 18 years of age, you may not participate in such gambling.

## **2.5 Checking entries**

It is your responsibility to check the entries on your account on an ongoing basis. If you discover transactions that do not correspond to your receipts, or see transactions that you do not recognise, you must contact Handelsbanken as soon as possible. You must be aware of the deadlines in sections 2.7 and 2.8 in this

respect.

In connection with the ongoing checking of entries to your account, you must be aware that when you use your card for online purchases or for mail orders or telephone orders, the store may in principle only deduct the amount once the goods have been sent. However, when you buy airline or concert tickets, for example, the store will deduct the amount when you book the trip or concert ticket.

## 2.6 Notification

In the event of suspected or actual cases of misuse or security threats, Handelsbanken may notify you by telephone, via an online banking message or other similar secure procedure.

## 2.7 Refund of payments that you have approved

Payments that you have approved cannot be reversed. However, in certain situations, you will have the option to receive a refund for payments, see below.

*If you did not know the final amount at the time of approval*

If you did not know the final amount when you approved a payment and the amount subsequently charged to your account is significantly higher than what could reasonably be expected, you may be entitled to a refund of the payment. This may be the case, for example, in connection with a car rental or check-out from a hotel, where you have given your approval for the store to charge your card subsequently for filling up with petrol or items from the minibar.

You must contact Handelsbanken no later than eight weeks after the amount has been deducted from your account if you believe that you are entitled to a refund of a payment for which you have not approved the final amount.

*Online purchases, mail orders and telephone orders, etc.* If you have used your card to purchase goods or services in one of the following ways:

- online purchase, or
- A purchase by mail order or telephone order, or in other situations where the card is not read, but where card data (card number, etc.) and a personal security feature are used to complete the transaction, or
- Purchases from self-service vending machines without a personal security feature

you may be entitled to a refund if:

- the store has drawn a higher amount than agreed, or
- the item/service ordered has not been delivered, or
- you have exercised an agreed or statutory right of cancellation prior to delivery of the goods or service.

You must first attempt to resolve the issue with the store before contacting Handelsbanken. You must be able to prove that you have contacted or attempted to

contact the store.

It is a prerequisite that you contact and raise an objection with Handelsbanken as soon as possible after you have or should have become aware that one or more amounts have been illegitimately withdrawn from your account. As far as possible, you must raise an objection with Handelsbanken no later than 14 days after you become or should have become aware of your possible claim. When assessing whether you have submitted an objection to Handelsbanken in due time, weight will be given to your responsibility to review entries to your account on an ongoing basis, see section 2.5.

Handelsbanken will then investigate your objection. While your objection is being further investigated, the amount in dispute will normally be deposited to your account. If the objection subsequently proves to be unjustified, Handelsbanken will withdraw the amount from your account again.

If your objection proves to be unjustified, Handelsbanken may require interest for the period in which the amount was deposited to your account and until the amount is withdrawn again, as well as a fee for requesting a copy of the purchase advice, see list of charges.

*Further information about the refunding payments*  
In certain specific situations, you will be able to receive a refund for payments made using your card. Contact Handelsbanken for details.

## 2.8 Refund of payments that you have not approved

If you believe that one or more payments that you have not approved, been involved in or made, have been made using your card, you must contact Handelsbanken as soon as possible after becoming aware of the unauthorised transaction. When assessing whether you have contacted Handelsbanken in due time, emphasis will be placed on your responsibility to review entries to your account on an ongoing basis, see Section 2.5. In any case, you must contact Handelsbanken no later than 13 months after the amount has been deducted from your account.

Handelsbanken will then investigate your objection. While your objection is being further investigated, the amount in dispute will normally be deposited to your account. If the objection subsequently proves to be unjustified, Handelsbanken will withdraw the amount from your account again. If the investigation shows unauthorised use of your card by other parties, Handelsbanken may be able to hold you liable, see Section 2.10.

If your objection proves to be unjustified, Handelsbanken may require interest for the period in which the amount was deposited to your account and until the amount is withdrawn again, as well as a fee for requesting a copy of the purchase advice, see list of charges.

## 2.9 Your responsibility to arrange for the card to be blocked

**You must contact Nets, Customer Service as soon as possible if**

- you lose your physical card
- you lose your mobile device with Mastercard on mobile
- someone else becomes acquainted with your personal security credentials, for example, your PIN code
- you discover that your card has been misused
- you suspect that your card has been copied, or
- you have any other suspicion that your card may have been misused.

**YOU MUST CONTACT NETS, CUSTOMER SERVICE ON +45 44 89 27 50, WHICH PROVIDES A 24-HOUR SERVICE. YOU MUST STATE YOUR NAME, ADDRESS AND ANY CARD NUMBER AND ACCOUNT NUMBER OR PERSONAL IDENTIFICATION NUMBER.**

When calling from abroad, use the local code for international calls, followed by 45 44 89 27 50 (45 is the international dialling code for Denmark).

Once we have been informed that your physical card has been lost or that someone else has learned your personal security credentials, the card will be added to a blacklist and thereby blocked via Mastercard's international authorisation system. The card will also be included in the blacklist and blocked if we have grounds to suspect misuse. Blocking your physical card will also mean that you cannot use your Mastercard on mobile.

If we are notified that you have lost your mobile device, your Mastercard on mobile on this device will be blocked. This will not have any direct impact on your physical card.

## **2.10 Your liability if your card is misused**

### **2.10.1**

If your card has been misused by another person, Handelsbanken will cover the loss, unless the loss is covered under sections 2.10.2 - 2.10.6.

Handelsbanken must prove that the loss is covered under sections 2.10.2 - 2.10.6.

### **2.10.2**

If your card and personal security credentials have been misused by another person, you must cover losses up to DKK 375. You must pay a maximum of DKK 375 in total if several of your cards with the same personal security credentials (for example, PIN code) are misused in connection with the same incident. This requires, however, that all of the cards are blocked at the same time.

### **2.10.3**

You must cover losses up to DKK 8,000 in the event that the card has been misused by another person and the personal security credentials have been used, and

- you failed to notify Handelsbanken as soon as possible after becoming aware that the card had been lost or that unauthorised persons had become aware of the code,
- you intentionally surrendered your personal

security credentials to the person who made unjustified use of the card, but you did not realise, or should have realised, that there was a risk of misuse, or

- grossly irresponsible behaviour on your part made the unauthorised use possible.

You must pay a maximum of DKK 8,000 in total if several of your cards with the same personal security credentials have been misused in connection with the same incident. This is subject to the condition that all cards with the same personal security credentials are blocked at the same time.

### **2.10.4**

You are liable for the full loss if your personal security credentials have been used in connection with misuse under the following conditions:

- You intentionally surrendered your personal security credentials to the person who made unjustified use of the card, and you realised, or should have realised, that there was a risk of misuse.

### **2.10.5**

Furthermore, you are liable for the full loss if you have acted fraudulently or intentionally failed to fulfil your obligations in accordance with the regulations, including to keep your card, personal security credentials and mobile phone used for Mastercard ID Check in a safe place, see Section 2.3 on protecting your PIN code, see Section 2.4, or on blocking your card, see Section 2.9.

### **2.10.6**

If you have several cards with the same personal security credentials, the unlimited liability applies to each card that is misused.

You are not liable for any losses incurred after Handelsbanken has been notified that your card needs to be blocked. Nor are you liable for any losses if you have not had the opportunity to block your card due to circumstances at Handelsbanken. You will not be liable either if the loss, theft or unauthorised acquisition of your personal security credentials could not have been discovered by you prior to the unauthorised use. Furthermore, you are not liable for unauthorised use of your card if this is due to actions by Handelsbanken employees, agents or branches, or by an entity to which Handelsbanken's activities have been outsourced, or their lack of action.

If you are under 18 years of age, your liability for misuse of your card by other parties will be assessed in accordance with the rules of the Danish Guardianship Act and the rules on claims for compensation by minors. This means that the deductible of DKK 375 is not used and that the rules concerning liability in the Danish Payment Services Act are only applied if this is to your advantage.

## **2.11 Handelsbanken's right to block a card**

Handelsbanken is entitled to block the use of your card

- if the account to which your card is linked has been cancelled, or if the account has been terminated and any notice of termination has expired, or

- if you breach the Card Terms and Conditions, including if the account to which the card is linked is overdrawn, or
- if Handelsbanken has not been able to conduct a know-your-customer procedure in accordance with the Danish Anti-Money Laundering Act, or
- if the card has been misused or misuse by a third party is suspected.

In the case of an overdraft, you will receive a written reminder before your card is blocked. Immediate blocking may be necessary, however, if the overdraft is particularly high and/or repeated.

If Handelsbanken has blocked your card, you will be informed of this and the reason for and time of the blocking will be given.

Handelsbanken may also require all physical cards issued on an account to be returned, and may delete all virtual cards.

## 2.12 Handelsbanken's indemnification liability

Handelsbanken will be liable if, due to errors or negligence, it fulfils the agreed obligations too late or on an incomplete basis.

Even in areas where stricter liability applies, Handelsbanken will not be liable for losses due to:

- breakdown in/lack of access to IT systems,
- damage to data in these systems which can be attributed to the following events, irrespective of whether Handelsbanken itself or an external supplier is responsible for the operation of the systems,
- failure of Handelsbanken's power supply or telecommunications,
- legislative intervention or administrative acts,
- natural disasters, war, rebellion, civil unrest, sabotage, terrorism or vandalism (including computer virus and hacking), strike, lockout, boycott or blockade, irrespective of whether the dispute is directed at or initiated by Handelsbanken itself or its organisation, and irrespective of the cause of the dispute. This also applies if the dispute only affects parts of Handelsbanken.
- other circumstances beyond Handelsbanken's control.

Handelsbanken's exemption from liability will not apply if:

- Handelsbanken should have foreseen the circumstances that caused the loss when the agreement was entered into, or should have avoided or overcome the cause of the loss,
- in any event, legislation assigns liability to Handelsbanken for the circumstances causing the loss.

## 2.13 Change of name or address and termination of use of a card

If you/the company change name or no longer wish to use a card, you/the company must notify Handelsbanken of this in writing immediately. You must cut up your physical card and dispose of it in the waste bin. If you/the company change address, you

must notify Handelsbanken in writing immediately.

## 2.14 Replacement of physical cards

Handelsbanken owns cards issued at any time. Handelsbanken may notify you at any time that your card needs to be replaced, after which your card must not be used. You will receive a new physical card as soon as possible. The physical card you were issued previously must be cut up and disposed of in the waste bin.

Replacement of your physical card may require you to download a new Mastercard on mobile to your wallet.

## 2.15 Card renewal

Your physical card will be renewed automatically unless Handelsbanken has received written notice of termination, or Handelsbanken has cancelled the card, see sections 2.17 and 2.18.

Your Mastercard on mobile will not be renewed automatically. This means that you must download a new Mastercard on mobile to your wallet.

## 2.16 Errors and defects in the service, etc.

Handelsbanken accepts no liability for a payee refusing to accept your card as a means of payment. Any complaints about errors and defects in the services provided must be directed to the payee, see Section 2.7, however, concerning online purchases.

## 2.17 Termination of a card/card account

Handelsbanken may terminate an agreement giving two months' notice, except in the case of breach, and may cancel company cards without notice, see Section 2.18. In the event of termination, you will be refunded a proportional share of any fees you may have paid prior to using the card.

You may cancel your agreement with Handelsbanken giving one month's notice.

If you cancel your agreement within six months, Handelsbanken may charge a fee for cancellation of the agreement, see Handelsbanken list of charges.

If you or Handelsbanken cancel an agreement, you must cut up your physical card and dispose of it in the waste bin. You must delete your Mastercard on mobile from your wallet.

## 2.18 Breach

In the following situations, Handelsbanken will be entitled to terminate the card agreement without notice:

- if you are subject to individual legal proceedings in the form of attachment or arrest of property,
- if you are subject to reorganisation or bankruptcy proceedings, or involved in debt restructuring negotiations,
- if you die,
- if you take up permanent residence outside the country's borders.
- if you have provided incorrect information of significance for the setting up of the card,
- if your card is blocked as a consequence of

non-compliance with the Card Terms and Conditions, see section 2.11,

## 2.19 Set-off

Handelsbanken may offset any outstanding amount owed by you against any receivable that you are due to receive from Handelsbanken without giving prior notice. Handelsbanken will not offset against the part of your salary or state benefits, etc. that may be deemed necessary to cover your ordinary living expenses.

## 2.20 Authorisation

Cards, personal security credentials and Mastercard ID Check may only be used by you personally.

If you want another person to be authorised to withdraw money from your account using a card, this person must have their own card, personal security credentials and Mastercard ID Check. The person's use of the card will take place according to the same rules that apply to you.

If you no longer want the person to be able to make withdrawals from the account, the physical card must be cut up and disposed of in the waste bin, and Mastercard on mobile must be deleted when you revoke the authorisation in writing.

## 2.21 Particular to company cards

In the case of company cards, where the company is liable for any claims arising from the issue and use of a card, the card holder is jointly and severally liable together with the company for any claims for payment arising from the issue and use of the card:

- if Handelsbanken confirms that, at the time the card was used, the card holder knew or should have known that there was a reasonable risk that the company would not be able to pay for any debt incurred to Handelsbanken, or
- if the card holder is notified to or registered with the Danish Business Authority as a member of a Board of Directors or Executive Board, or if the card holder is the owner/co-owner of a personally owned company, including a general partnership, or
- if the card is used for cash withdrawals and/or purchase of traveller's cheques, or
- if the card is used for personal purposes, i.e. if the goods or services in question cannot be assumed to have been acquired in the interests of the company.

If an employee holding a company card resigns from his/her position in the company, the company must recover the physical card, cut it up and dispose of it in the waste bin, and ensure that Mastercard on mobile is deleted.

## 2.22 Changes to the Card Terms and Conditions

The Card Terms and Conditions may be changed without notice if the changes are to your advantage. If the changes are not to your advantage, they may be changed giving two months' notice.

If the Card Terms and Conditions are changed, you will be notified directly by email or letter.

If the Card Terms and Conditions are changed, you

must notify us if you do not wish to be bound by the new Card Terms and Conditions before the changes take effect. If you do not notify us, you will be deemed to have accepted the changes. If you notify us that you do not wish to be bound by the new Card Terms and Conditions, the agreement will be deemed to have been terminated on the date that the new Card Terms and Conditions come into force.

## 2.23 Industrial disputes

You may not use the card in Denmark if Handelsbanken, Nets and/or these companies' data centres are involved in an industrial dispute. Information regarding the start and end of such a dispute will be provided as soon as possible through an announcement in the national press. You cannot expect to be able to use your card outside Denmark, if one or more of Handelsbanken's or Nets' data centres, or one or more of Nets' international partners, are involved in an industrial dispute. In the event of industrial disputes solely outside Denmark, your card may still be used in Denmark.

## 2.24 Complaints

If you wish to make a complaint, you can contact Handelsbanken. If your complaint is unsuccessful, you can contact: The Danish Financial Complaint Board ([www.fanke.dk](http://www.fanke.dk)), St. Kongensgade 62, 2nd floor, DK-1264 Copenhagen K or the Danish Consumer Ombudsman ([www.forbrugerombudsmanden.dk](http://www.forbrugerombudsmanden.dk)), Carl Jacobsens Vej 35, DK-2500 Valby, Denmark.

Customers residing in Greenland whose complaint to Handelsbanken is unsuccessful can contact the Consumer Complaints Committee, Imaneq 29, 1st floor, PO Box 689, 3900 Nuuk, Greenland.

If you wish to complain about the processing of your personal data, please contact Handelsbanken. If your complaint is unsuccessful, you can appeal to the Danish Data Protection Agency ([www.datatilsynet.dk](http://www.datatilsynet.dk)), Carl Jacobsens Vej 35, DK-2500 Valby, Denmark.

## 2.25 Monitoring

Handelsbanken is subject to monitoring by the Danish Financial Supervisory Authority and is registered in the register of banks.

## 2.26 New copy of Card Terms and Conditions

If you lose your copy of the Card Terms and Conditions, or need a new copy for any other reason, you can obtain them from the Handelsbanken website or by contacting Handelsbanken.

## 3. Costs of acquiring and using a card

### 3.1 List of prices

The costs of acquiring and using a card, etc. are stated in the list of charges. The latest version of the list of charges can always be obtained from Handelsbanken or from the Handelsbanken website.

### 3.2 Annual card fee

An annual card fee, payable in advance, may be charged. Changes to the card fee will take effect from the next collection of the card fee after the change has entered into force.



### 3.3 Fee for use of a card

If personal cards are used in countries outside the EU/EEA, stores may charge fees for using your card. Stores may always charge a fee for using a company card.

Stores must inform you of the fee charged before payment is made.

**3.4 Fees for services, etc.** Handelsbanken may charge fees for services it performs for you. Handelsbanken may charge fees for answering questions from public authorities about your financial circumstances. Fees are charged either as a fixed amount for the respective service or as a percentage or hourly rate based on the scope of the service. The calculation methods can be combined.

Details of other fees are available on request.

### 3.5 Exchange rate for use abroad

Purchases and withdrawals abroad are converted to Danish kroner, see list of charges. The amount will always be deducted from your account in Danish kroner. Changes to the reference exchange rate stated in the list of charges will enter into force without notice. The methods described in the list of charges are used for conversion purposes, see 'Reference exchange rate' item in the list of charges. The exchange rate may change between the date when you used your card and the date when the amount is deducted from your account.

Some countries, mainly outside Europe, may have several official exchange rates, depending on the exchange rate source.

### 3.6 Currency conversion by stores abroad (Dynamic Currency Conversion)

If you use your card abroad, you may be offered currency conversion by the store before the payment is made. Before you accept, the store must state which fees and which exchange rate it uses for the conversion. Please note that the exchange rate used by the store may differ from the exchange rate used by Handelsbanken and that Handelsbanken does not have any control over the exchange rate used by the merchant. When you use your card to make a payment to a store or online in euro or another European currency, Handelsbanken will send you details of the transaction and the exchange rate used by Handelsbanken as well as the exchange rate from the European Central Bank.

## 4. Consent to the processing and disclosure of personal data and details of purchases, etc.

By accepting these terms and conditions and using Mastercard, you consent to the processing of your personal data as described below. You can withdraw your consent at any time by contacting Handelsbanken. Please note, however, that if you withdraw your consent, you will no longer be able to use your Mastercard.

### 4.1 Processing and disclosure of details of name, address, telephone number, personal identification (CPR) number and central business registration (CVR) number.

Information such as name, home address, telephone number and personal identification number and for company cards, additional company information, including central business registration number, is used by Handelsbanken to set up a card and in its ongoing administration. A personal identification number can be used in connection with any collection of address details from the Central Address Register held by the Danish Ministry of Social Affairs and the Interior. Personal identification numbers/central business registration numbers will also be used by Handelsbanken to provide statutory information to public authorities concerning deposits in accounts, any accrual of interest, etc.

### 4.2 Processing and disclosure of other information

Any other information provided by the applicant/company, as well as information collected from bank references, information from credit reference agencies, etc., is used by Handelsbanken as the basis for issuing a card, when blocking a card, and to ensure the clear identification of the card holder/company, and as necessary when executing payment transactions.

### 4.3 Spending details, etc.

When a card is used, the card number, total transaction amount, the date the card was used and where it was used, are registered. The payee forwards this information to Handelsbanken via Nets.

The information is stored by the payee, Nets and Handelsbanken and is used for bookkeeping purposes, for billing/account statements (including electronic account statements and any access for the card holder to view their spending online) and any subsequent correction of errors. The aforementioned information is otherwise only disclosed where required by legislation and/or for use in legal enforcement, or to prevent misuse of the card. In the case of company cards, however, the information may be processed and forwarded to the company for use in the company's processing of this information in various management information systems.

### 4.4 Storage of data

Personal data, including any credit reports obtained, as well as spending information, are stored at Handelsbanken and are physically present in Handelsbanken's data centre.

On termination of a customer relationship, data are retained for as long as this is necessary for use in any disclosure of information to public authorities. On registering for Mastercard ID Check, your mobile number will be retained by Nets for use in issuing one-off codes.

### 4.5 Disclosure/processing of data by business partners

Handelsbanken collects and forwards data for use in the setting up and administration of additional services for your Mastercard and in connection with any claims processing.

Data may also be used for Handelsbanken as card issuer to send you advantageous offers on hotel accommodation, travel, airline tickets, etc. The material

you will receive from Handelsbanken may contain marketing of other companies' products. Data may also be used to send you customer magazines, information about business partners and new additional services, as well as various offers.

#### 4.6 Reporting to credit reference agency

If the card holder/account holder is subject to a court ruling concerning payment default, or the first session of the bailiff's court has been held, the card holder/account holder's name and address may be reported to Experian Information Solutions (formerly RKI Ribers Kreditinformation) and any other credit reference agencies.

#### 4.7 Information concerning commission

Please note that Handelsbanken receives commission when the card is used in stores, etc.

#### 5. Issue of a warning if a card or personal security credentials are lost or misused, or if an unauthorised person has gained possession of the card

If Handelsbanken is informed that a card has been lost or that someone else has learned the personal security credentials, Handelsbanken will cancel the card immediately. In addition, the card will be blocked for use in Nets' and Mastercard's authorisation systems to the extent that Handelsbanken deems this necessary in order to prevent misuse. Similarly, the card will be blocked if Handelsbanken has grounds to suspect misuse.

You will receive a written confirmation that your card has been blocked, stating the time when Handelsbanken was advised of the blocking.

#### Extract from the Danish Guardianship Act (Consolidated Act no. 1015 of 20 August 2007):

**Section 1.** Children and young people under the age of 18 who are not married are minors and therefore do not have legal capacity. Young people under 18 years of age who are married are still minors, however, and therefore do not have legal capacity, if such terms were stipulated by the Agency of Family Law when they were granted permission to marry.

(2) Minors may not enter into legal commitments or dispose of their assets unless otherwise provided.

(3) Unless otherwise specifically provided, a guardian shall act on behalf of a minor in financial matters.

**Section 42.** Minors may dispose of income obtained 1) from their own work after they have reached the age of 15, or after they have been deprived of their legal capacity,

2) as well as assets made freely available to them as a gift, or as a free bequest in a will, and

3) income entrusted to them by a guardian in accordance with Section 25(3). (2) Disposal shall also include income earned, and whatever replaces it. It shall not entail any access to assume debt obligations.

(3) A guardian may, with the approval of the Agency of Family Law, deprive a minor of their capacity for

disposal, if this is necessary for the sake of their own welfare.

The entire text of the Act can be found at [www.retsinformation.dk](http://www.retsinformation.dk).

#### Danish Payment Services Act

##### Regulations concerning liability

**Section 99.** The payer's payment service provider shall be liable to the payer for losses arising as a consequence of unauthorised payment transactions, see Section 97, unless otherwise stated in Section 100. In the event of an unauthorised transaction, the payer's provider shall repay the amount immediately and no later than the end of the following working day, unless the payer's provider has reasonable grounds to suspect fraud and notifies the Danish Financial Supervisory Authority of these grounds.

(2) Where an unauthorised payment transaction is initiated via a payment initiation service provider, the account-holding provider shall reimburse the payer immediately and by no later than the end of the following working day, in accordance with subsection (1).

(3) Where the payment initiation service provider is liable for an unauthorised payment transaction, the payment initiation service provider shall, at the request of the account-holding provider, immediately indemnify the account-holding provider for any loss or amount paid as a consequence of the repayment to the payer, see Section 98(3).

(4) The Danish Financial Supervisory Authority shall lay down more detailed regulations on the technical execution of the notification, see subsection (1), second sentence.

**Section 100.** The payer's payment service provider shall be liable to the payer for losses incurred as a consequence of the unauthorised use of a payment service by other parties, unless provision is made otherwise in subsection 25. The payer shall only be liable in accordance with subsection 35 if the transaction is correctly recorded and entered in the accounts, see subsection 2, however.

(2) The payer shall be liable without limit for losses arising as a consequence of the payer having acted fraudulently or having intentionally failed to fulfil its obligations under Section 93.

(3) Unless further liability arises from subsections 4 and 5, the payer shall be liable for up to DKK 375 for losses arising as a consequence of unauthorised use of the payment service by other parties, if the personal security credentials associated with the payment service have been used.

(4) Unless further liability arises from subsection 5, the payer shall be liable for up to DKK 8,000 for losses arising as a consequence of unauthorised use of the payment service by other parties, if the payer's provider confirms that the personal security credentials associated with the payment service have been used, and

1) that the payer has failed to notify the payer's provider as soon as possible after becoming aware that the payment instrument associated with the payment service has been lost or that the unauthorised party has become acquainted with the personal security credentials,  
2) the payer has intentionally disclosed the personal security credentials to the person who made the unauthorised use and the matter is not covered by subsection 5, or  
3) that through grossly irresponsible conduct, the payer has made the unauthorised use possible.

(5) The payer shall be liable without limit for losses arising as a consequence of unauthorised use of the payment service by other parties when the personal security credentials associated with the payment service have been used and the payer's provider confirms that the payer has intentionally disclosed the personal security credentials to the person making the unauthorised use and that this has taken place in circumstances where the payer realised or should have realised that there was a risk of misuse.

(6) Notwithstanding subsection 35, the payer's provider shall be liable for any unauthorised use which takes place

1) after the provider has been notified that the payment instrument associated with the payment service has been lost, that an unauthorised person has become acquainted with the personal security credentials, or that the payer wishes the payment instrument to be blocked for other reasons,  
2) where it is caused by the actions of a provider's employee, agent or branch, or an entity to which the provider's activities have been outsourced, or their lack of action, or  
3) because the provider has not taken appropriate measures, see Section 94(1), 2).

(7) Notwithstanding subsection 35, if the provider does not require strong customer authentication, the payer's provider shall also be liable, unless the payer has acted fraudulently.

The payee or their provider shall reimburse the losses incurred by the payer's provider if the payee or their provider has failed to use strong customer authentication. The first and second sentences shall not apply to services that are subject to Section 1(5) and Section 5, 14(16).

(8) Notwithstanding subsection 35, the payer's provider shall also be liable if the loss, theft or unauthorised appropriation of the payment instrument associated with the payment service, or the personal security credentials associated with the payment service, could not have been discovered by the payer prior to the unauthorised use.

(9) Notwithstanding subsection 35, the payer's provider shall also be liable if the payee knew or should have known that the use of the payment service was unlawful.

(10) Subsection 19 shall also apply to electronic money, unless it is not possible for the payer's issuer of electronic money to block the payment account or payment instrument.

**Section 101.** A payer shall be entitled to a refund from their provider of the full amount of a completed payment transaction that has been initiated by or through the payee, provided that:

1) the payer has not approved the exact amount of the payment transaction and  
2) the payment transaction exceeded the amount the payer could reasonably have expected, taking into account, inter alia, the payer's previous spending pattern and the terms of the framework agreement.

(2) Changes in the exchange rate, when this is calculated on the basis of a reference rate, may not be invoked when subsection 1, 2) is applied.

(3) It may be agreed in the framework agreement between the payer and the payer's provider that the payer is not entitled to a refund in accordance with subsection 1 if consent to execute payment transactions covered by subsection 1 has been given directly to the payer's provider and information concerning the future payment transaction was given or made available to the payer at least four weeks before the due date by the provider or the payee .

(4) In the case of direct debits, the framework agreement between the payer and the payer's provider may state that the payer is entitled to a refund from their provider, even though the requirements in subsection 1 are not met.

(5) Notwithstanding subsections 1 and 2, the payer shall be entitled to an unconditional refund in the case of direct debits covered by Article 1 of Regulation (EU) no. 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro.

**Section 102.** A refund request, see Section 101, must be received by the provider no later than eight weeks after the relevant payment transaction is debited.

(2) The payer's provider shall, within ten working days of receipt of a request for reimbursement, either reimburse the entire amount of the transaction or justify a refusal of repayment, with information on access to complain.

(3) Notwithstanding subsection (2), the provider may not refuse to refund direct debits, see Section 101(5).

*Updated in October 2020*