

TERMS AND CONDITIONS FOR MOBILEPAY FOR BUSINESSES

Effective from 12 December 2016

MobilePay by Danske Bank® for Businesses (in the following "MobilePay for Businesses") consists of various payment solutions which can be used by the business for receiving and requesting payments from users of MobilePay by Danske Bank® (in the following "MobilePay"). The payment solutions are referred to as solutions and are described in more detail in the individual sections.

The business may also get access to services which are not payment solutions, but are associated with MobilePay for Businesses. These services are described in more detail in the sections on the individual solutions.

In addition to the individual solutions and services, the business will have access to an online administration system.

In order to obtain access to MobilePay for Businesses, the business must sign an agreement with Danske Bank and have an account with the bank.

These Terms and Conditions for MobilePay for Businesses are divided into five sections:

- Section A describes the general conditions for payment solutions and services
- Section B describes MobilePay Business
- Section C describes MobilePay AppSwitch
- Section D describes MobilePay Point of Sale
- Section E describes MobilePay Bonus
- Section F describes MobilePay Memberships
- Section G describes the general conditions for online administration of MobilePay payment solutions and services

In addition to these Terms and Conditions, the following documents apply:

- General conditions
- The charges for the individual solutions associated with MobilePay for Businesses

Section A – General conditions for payment solutions and services

A1. Changes to terms and conditions

Danske Bank reserves the right to change these Terms and Conditions at any time without notice. We will notify your business of any changes by letter or electronically (by e-mail or notification in your eArchive in the online administration system, for example).

A2. Commercial purposes etc.

A2.1. Commercial purposes

MobilePay for Businesses may be used for commercial purposes only. Any information obtained is strictly for your business's own use. Information may not be disclosed to any third party.

MobilePay for Businesses may be used for fundraising purposes only if permitted under the individual payment solution and subject to the conditions stipulated.

The business may not make funds transfers, disburse cash or transfer money from MobilePay to solutions that may function as a

payment instrument or payment surrogate. But a business may make refunds (see sections B3.8, C3.8 and D3.8).

MobilePay for Businesses may not be used for illegal activities or purposes. MobilePay for Businesses may not be used for activities or purposes that Danske Bank deems to be morally or ethically questionable or that may harm the image or brand of Danske Bank or MobilePay.

Danske Bank reserves the right to block your access to MobilePay for Businesses if your business fails to comply with these requirements.

Before concluding the MobilePay for Businesses agreement, Danske Bank will evaluate your business's intended use of MobilePay for Businesses and may decide not to enter into the agreement on the basis of such evaluation.

Danske Bank is entitled to assess your business's financial position at regular intervals.

A2.2. Use of MobilePay trademarks etc.

Danske Bank authorises your business to use MobilePay, any technology used in MobilePay belonging to Danske Bank, any associated confidential know-how and associated trademarks (in the following collectively "MobilePay") in Denmark and in relation to MobilePay solutions and services, subject to your business's compliance with agreed-upon terms and conditions and authorisation by Danske Bank.

MobilePay is the property of Danske Bank and may only be used by your business subject to the conditions and guidelines stipulated by Danske Bank. You may not assign your right to use MobilePay to any third party.

Any matter relating to the marketing, advertising and promotion of MobilePay is subject to Danske Bank's prior written consent, and you may not publish any launch of

MobilePay or any related solutions or services without Danske Bank's consent.

A3. Charging fees from the business's customers etc.

The business has an obligation to comply with applicable legal requirements on collecting fees from its customers for the use of MobilePay.

A daily maximum amount has been fixed for MobilePay transfers by the individual MobilePay users. For information about current limits, see mobilepay.dk (in Danish only).

When a MobilePay user makes a payment with MobilePay, the purchase date, the purchase amount, and the business's name and address, among other things, may appear on the MobilePay user's account statement.

A4. Employees' use of MobilePay etc.

Your business must ensure that your employees who use MobilePay for Businesses are familiar with these Terms and Conditions.

You are responsible for your employees' use of MobilePay for Businesses.

A5. Charges

The current charges for the solutions and services appear on the list of charges applying to the individual solutions and services offered under MobilePay for Businesses.

Danske Bank reserves the right to change the charges at any time at 30 days' notice. We will notify your business of any changes by letter or electronically (by e-mail or notification in your eArchive in the online administration system, for example).

Danske Bank debits charges and fees to the account designated as fee account by you. The rules for changing charges are described in Danske Bank's General Conditions.

Danske Bank is entitled to bundle and debit fees more than one month after the transaction to which they relate has been processed.

Danske Bank is entitled to charge a fee for providing additional details or information at more frequent intervals than agreed when the MobilePay for Businesses agreement was concluded. Danske Bank may charge a fee for transfers that your business makes from an account and for providing you with details about payments made.

The charges and fees for MobilePay for Businesses, including the individual solutions, are stated exclusive of VAT. If MobilePay for Businesses, including the individual solutions, is subject to VAT at the time when your business enters into a MobilePay for Businesses agreement with Danske Bank, or if the solution becomes subject to VAT at a later time, Danske Bank is entitled to add VAT to the MobilePay for Businesses charges.

Danske Bank is entitled to charge you any VAT paid by Danske Bank for services already provided to or paid by your business. The applicable VAT amount or rate appears on the current list of charges for MobilePay for Businesses at mobilepay.dk (in Danish only).

A6. Responsibility and liability

Your business must comply with the legal requirements governing trade in your goods and services applicable at any time, including requirements governing the treatment of information about MobilePay users that the business obtains. This applies to rules governing disclosure of information, marketing and processing of personal data. If your business fails to comply, we will deem it a breach of your MobilePay for Businesses agreement with Danske Bank. Please note that Danske Bank does not provide information on the applicable rules of law in this area.

Danske Bank is not liable for

- any loss incurred by your business as a result of your customers' or any third party's unauthorised use of customer access to MobilePay
- any loss incurred by your business as a result of any third party's unauthorised use of your access to MobilePay for Businesses

- any indirect losses, operating losses, loss of business or loss of interest
- any other losses resulting from circumstances beyond Danske Bank's control, including technical breakdown and data transmission or network problems

Note that additional provisions on responsibility and liability may apply to the individual solutions and services.

A7. Breach of contract

Breach of contract includes, but is not limited to, the following events:

- your business fails to meet its payment obligations under the agreement, such as payment refunds
- your business suspends its payments
- your business is subject to reconstruction
- your business is declared bankrupt or is subject to other forms of insolvency proceedings
- your business is the subject of an execution or attachment order

- your business fails to comply with the legal requirements governing the sale of its goods and services
- your business does not immediately comply with requirements resulting from objections raised by its customers regarding its goods or services
- Danske Bank receives numerous objections from your customers
- your business fails to comply with the Terms and Conditions for MobilePay for Businesses

A8. Termination

A8.1. Termination by your business

Your business may terminate the agreement in writing without notice. Termination will not affect any claims raised by Danske Bank against your business as a result of customer objections, however. Subscription fees and any prepaid charges are not repayable.

A8.2. Termination by Danske Bank

We may terminate the agreement at 30 days' notice in writing. In the event of breach of

contract, we are, however, entitled to terminate the agreement without notice.

A9. Change of address and assignment of rights

You must notify us in writing if your business changes its postal or e-mail address.

Your business may not assign its rights or obligations in the MobilePay for Businesses solution to a third party without the prior written consent of Danske Bank. Your business may not assign the agreement to a third party.

A10. Contact and assistance

Support Direct at Danske Bank can assist you with technical questions about MobilePay for Businesses. You will find the telephone number for Support Direct at mobilepay.dk (in Danish only).

A11. Governing law and venue

Any disputes arising out of these Terms and Conditions for MobilePay for Businesses are subject to Danish law, and the proper venue will be the courts of Denmark.

Section B – MobilePay Business

In addition to the terms and conditions set out in section A, the following terms and conditions apply if your business has signed up for the MobilePay Business solution.

B1. What is MobilePay Business?

MobilePay Business is a payment solution consisting of

- an app for receiving and requesting payments for goods and services from MobilePay users
- an administration module (the MobilePay Business module) providing your business with an online overview of all payments from MobilePay users, enabling your business to manage its outlets (mobile devices) and transfer payments from account(s) associated with the MobilePay Business solution

An outlet is defined as a MobilePay Business app to which a unique phone number is associated.

MobilePay Business can be used in several outlets. You can deregister outlets in the MobilePay Business module. When you have deregistered an outlet, you will be notified that you can no longer receive payments from MobilePay users via the outlet. MobilePay Business is currently compatible with iOS and Android.

B2. Activation of MobilePay Business

When your business has concluded a MobilePay Business agreement, users under the agreement will receive a temporary PIN and an eSafeID. Users can subsequently activate MobilePay Business by following the guide to setting up MobilePay that has been sent to the business or can obtain more information on mobilepay.dk. Afterwards, your business is equipped to receive customer payments with MobilePay Business.

Next, your business will receive stickers which you can display to show your customers that they can use MobilePay to pay for goods and services at your place of business. The

stickers are free of charge and will be sent to the address stated in your MobilePay Business agreement.

Your business is responsible for ensuring that the information provided when setting up the MobilePay Business solution in the module and in the app is correct and up to date.

In order to prevent unauthorised use of MobilePay Business, your business must store its outlets (mobile phones/tablets) in such a way as to prevent others from gaining unimpeded access to MobilePay Business.

If possible, outlets should be protected by a password or a keypad lock. Do not disclose the password to third parties.

B3. Using MobilePay Business

B3.1. Not for online sales

MobilePay Business may not be used to receive payments for online sales or for subscription agreements. MobilePay Business

may be used for fundraising purposes. For additional information, see section B3.10

B3.2. Charges

Charges for MobilePay Business are set out in the list of charges for MobilePay Business. Danske Bank reserves the right to change MobilePay Business charges at any time at 30 days' notice. See section A5, Charges.

B3.3. Clearly displayed information at business premises

Only official material supplied by Danske Bank may be used to advise customers of the MobilePay option. Stickers must be placed at eye level, unobstructed by other elements.

You must ensure that

- information is posted at the entrance to your business premises or your physical outlet, clearly and visibly advising customers that they can pay with MobilePay
- the mobile number to which payments must be made is displayed at the cash register, clearly and visibly

If your MobilePay Business agreement is terminated or expires, irrespective of the cause, the MobilePay stickers must be removed. Any unused stickers must be returned to Danske Bank.

Danske Bank is not liable for any damage to shop fittings or other equipment that results from your business's use of MobilePay stickers or any other MobilePay Business material.

B3.4. Request for payment with MobilePay

You must inform customers of your business's mobile number and the final purchase amount before requesting payment with MobilePay.

You can also send the customer a request for payment in MobilePay in connection with a purchase. You must enter the final purchase amount. The request for payment must take place according to the instructions shown in the app and on mobilepay.dk. The customer then receives the payment request for approval.

The requested amount may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

Finally, the business can enable customers to pay with MobilePay via a link or a QR code – e.g. on an invoice. The generation of links can be done through a third party – e.g. an ERP provider – if they offer the solution or the business can generate the links/QR themselves - see mobilepay.dk (in Danish only). Danske Bank are solely making the functionality available and assumes no responsibility for the business's or the third parties generation of the link/QR code. Be aware that Danske Bank do not offer any support if the link/QR code is generated via a third party. In this case the business must contact the third party. The functionality must not be used for online sales – see section B3.1.

B3.5. Customer payments

As soon as a customer has approved a payment in MobilePay, the customer can see that the amount will be paid. The money is transferred only if the payment is approved

and MobilePay is not blocked. For more information, see mobilepay.dk (in Danish only).

B3.6. Confirmation of transfer to the customer

Customers receive confirmation of the transfer in MobilePay once payments are completed. Customers can view confirmations of previous transfers under *Aktiviteter* (activities) in MobilePay. It is a transfer confirmation and not a purchase confirmation. You must provide your customers with a purchase receipt.

B3.7. Post-transaction information

Customer payments can be viewed under *Aktiviteter* (activities) in MobilePay Business immediately after the customer has completed the payment.

This is your business's documentation for the completion of the MobilePay transfer to your account.

B3.8. Reversal of payments

Your business can reverse payments made with MobilePay through MobilePay Business if a customer wants to return a purchase, for example. You will find this function on the page displaying the receipt. You cannot refund more than the amount paid by the customer. The reversal can be seen under *Aktiviteter* (activities) together with the original payment made by the customer. Your business may not charge the customer a fee for the reversal.

B3.9. Business location and logo

You can upload your business logo to the MobilePay Business app to display it on MobilePay users' receipts etc. in MobilePay.

You can also register your location to enable MobilePay users to view your business name in MobilePay when they are in the vicinity, provided that they use this function.

In case of unauthorised use, Danske Bank reserves the right to block your access to MobilePay Business if you have provided incorrect information about the location of outlets, or if you use logos that Danske Bank

deems to be morally or ethically questionable or that may harm the image or brand of Danske Bank or MobilePay.

B3.10. Fundraising

Any use of MobilePay Business for fundraising purposes must comply with the rules of the Danish tax authorities and the Danish Fundraising Act and is subject to Danske Bank's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

B4. Objecting to payments

If one of your customers raises a claim against Danske Bank as a result of an objection relating to the purchase of goods or services from your business, Danske Bank will instruct the customer to raise the claim against your business. Your business must indemnify Danske Bank for any claims raised in connection with a customer complaint.

B5. Blocking access to MobilePay Business

If the outlet (mobile phone/tablet) with the phone number or SIM card registered for MobilePay Business is lost or stolen, or if you suspect that the outlet or SIM card is lost or stolen, you must contact Danske Bank as soon as possible to block access to MobilePay Business.

Call +45 70 114 115 and state your phone number. Our lines are open 24 hours a day.

B6. Unauthorised use

If you suspect or discover unauthorised use of your MobilePay Business access, you must contact us immediately. You must also give us all the information required for us to investigate the suspected unauthorised use of your MobilePay Business solution and to take corrective and legal measures.

B7. Registration and protection of data

In using MobilePay, your business accepts that Danske Bank registers the mobile phone and account numbers associated with MobilePay Business, as well as the dates and amounts of

transactions. When your business requests a payment from a customer with MobilePay Business, Danske Bank sends the customer a message with the amount, name, mobile number, date of the request, and any message to the customer.

Danske Bank stores this information and uses it in its bookkeeping, in your business's MobilePay Business transaction overview and in connection with any correction of errors. Danske Bank passes on this information to third parties only if required by law or in connection with claims under legal actions. We keep the information on file during the year of registration and for the following five years.

B8. Electronic traces

Your business accepts that Danske Bank gathers the following data via electronic traces from your use of MobilePay Business:

- the app screens your business's users have viewed
- the outlets used
- your operating system
- your IP address

We use these data only to operate the systems and prepare statistics, which may be used, for example, to improve MobilePay Business. Data from electronic traces cannot be used for obtaining personal data. Danske Bank does not sell or pass on these data to third parties.

In concluding a MobilePay Business agreement with Danske Bank and downloading and installing the app, your business accepts that it leaves electronic traces. It is not technically possible to use MobilePay Business without leaving electronic traces. If you do not wish to leave electronic traces, you must uninstall the app and cancel your MobilePay Business agreement.

Section C – MobilePay AppSwitch

In addition to the terms and conditions set out in section A, the following terms and conditions apply if your business has signed up for the MobilePay AppSwitch solution.

C1. What is MobilePay AppSwitch?

MobilePay AppSwitch is a payment solution allowing businesses to integrate MobilePay as a payment solution in their own apps. MobilePay AppSwitch allows MobilePay users to choose MobilePay as a payment option in the business's app. The user will be taken to the MobilePay app where payment can be effected. Once the payment has been completed, the user will return to your app.

The solution is supported by an online administration module (the MobilePay AppSwitch module) and a web services module. The administration module provides your business with an overview of all payments from MobilePay users and enables you to set up an AppSwitch ID, which is used for integrating MobilePay in your app, and to transfer amounts from accounts associated with your MobilePay AppSwitch. The web services module enables your business to perform server validation of payments, set aside amounts for payments, cancel amounts set aside and make refunds directly from your business's own systems.

MobilePay AppSwitch is compatible with Android, iOS and Windows.

C2. Implementation and activation of MobilePay AppSwitch

C2.1. Activation of MobilePay AppSwitch

When your business has concluded a MobilePay AppSwitch agreement, users under the agreement will receive a temporary PIN and an eSafelD. Users can subsequently activate MobilePay AppSwitch by following the information on setting up MobilePay on mobilepay.dk.

Your business is now equipped to receive customer payments with MobilePay AppSwitch.

You can set up several AppSwitch IDs in the MobilePay AppSwitch module if, for example, you wish to integrate MobilePay into several apps.

You are responsible for ensuring that the information provided in connection with the

setup in the MobilePay AppSwitch module and in the app is correct and up to date.

C2.2. Implementation of MobilePay AppSwitch

Your business is responsible for ensuring that MobilePay AppSwitch has been correctly implemented in your app and in compliance with Danske Bank's rules and instructions, which are available at mobilepay.dk (in Danish only). In addition, the solution must be tested according to the procedure described at mobilepay.dk (in Danish only).

C3. Use of MobilePay AppSwitch

C3.1. Only for use for purchases made through apps

Your business may only receive payments in MobilePay AppSwitch for sales of goods and services intended for use outside the app.

Your business may not use MobilePay AppSwitch for receiving payments for subscription agreements.

C3.2. Use and responsibility and liability for use

Your business must comply with any rules and conditions applying at any time to your app and sales made through your app. This applies, for example, to the rules stipulated by Apple, Google and Microsoft on development and use of your app. For example, your business may not receive payments in your app via MobilePay AppSwitch for services intended for use in the app. Examples of such services are music services, magazines and subscriptions.

If your business fails to comply with the above requirement, it will be deemed to be a material breach. Your business must indemnify Danske Bank for any loss Danske Bank may be met with and any loss Danske Bank may incur as a result of your failure to comply with the above requirement.

C3.3. Charges

Charges for MobilePay AppSwitch are set out in the list of charges for MobilePay AppSwitch. Danske Bank reserves the right to change

MobilePay AppSwitch charges at any time at 30 days' notice.

See section A5, Charges.

C3.4. Clearly displayed information in the business's app

Your business must ensure that information is provided in your business's app, clearly and visibly advising customers that they can pay with MobilePay.

Your business must ensure that MobilePay is spelled correctly and that only official logos received from Danske Bank are used. Logos may be downloaded via mobilepay.dk.

If your MobilePay AppSwitch agreement is terminated or expires, irrespective of the cause, the MobilePay instructions and logos must be removed from your apps.

C3.5. Request for payment with MobilePay

You must inform customers of the final purchase amount before requesting payment with MobilePay. The amount to be paid for the

product will automatically be transferred to MobilePay when your app switches to MobilePay.

The amount requested to be paid in MobilePay may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

If your business uses the function "set aside amount", your business must ensure that the customer has been notified of this, and the setting aside must be terminated immediately afterwards.

C3.6. Customer payments

As soon as a customer has approved a payment in MobilePay, the customer can see in the MobilePay app that a purchase has been made.

The money is transferred only if the payment is approved and MobilePay is not blocked. For more information, see mobilepay.dk (in Danish only).

C3.7. Confirmation of transfer to the customer

Customers receive confirmation of the transfer in MobilePay once payments are completed. Customers can view confirmations of previous transfers under *Aktiviteter* (activities) in MobilePay. It is a transfer confirmation and not a purchase confirmation. You must provide your customers with a purchase receipt.

C3.8. Reversal of payments

Your business can reverse payments made with MobilePay through MobilePay web services if a customer wants to return a purchase, for example. The function is available if your business is integrated with MobilePay web services. You cannot refund more than the amount paid by the customer. Your business may not charge the customer a fee for the reversal.

C3.9. Post-transaction information

Once the customer has approved a payment via MobilePay, Danske Bank will set aside the amount or transfer it. When amounts are set

aside, the payment will be transferred to your business's account when your business collects the payment with the capture service.

C3.10. Business name and logo

You must enter the business name and logo when setting up the AppSwitch ID in the MobilePay AppSwitch module. The name and logo will appear on the MobilePay user's receipt in MobilePay.

In case of unauthorised use, Danske Bank reserves the right to block your business's access to MobilePay AppSwitch if you use logos that Danske Bank deems to be morally or ethically questionable, or that may harm the image or brand of Danske Bank or MobilePay.

C3.11. Fundraising

Any use of MobilePay AppSwitch for fundraising purposes must comply with the rules of the Danish tax authorities and the Danish Fundraising Act and is subject to Danske Bank's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

C4. Objecting to payments

If one of your customers raises a claim against Danske Bank as a result of an objection relating to the purchase of goods or services from your business, Danske Bank will instruct the customer to raise the claim against your business. Your business must indemnify Danske Bank for any claims raised in connection with a customer complaint.

C5. Blocking access to MobilePay AppSwitch

You must contact Danske Bank as soon as possible to block access to MobilePay AppSwitch if you suspect any inappropriate use of your app, including MobilePay AppSwitch.

Call +45 70 114 115 and state your AppSwitch ID. Our lines are open 24 hours a day.

C6. Unauthorised use

If you suspect or discover unauthorised use of your MobilePay AppSwitch, you must contact us immediately. You must also give us all the information required for us to investigate the suspected unauthorised use of your MobilePay AppSwitch and to take corrective and legal measures.

You may remove MobilePay as a payment function in your app if you suspect any inappropriate use of the app, and Danske Bank may at any time block an agreement in case of suspected unauthorised use.

C7. Registration and protection of data

In using MobilePay AppSwitch, your business accepts that Danske Bank registers the account number associated with MobilePay AppSwitch, as well as the dates and amounts of transactions.

Danske Bank stores this information and uses it in its bookkeeping, in your business's MobilePay AppSwitch and in connection with any correction of errors. Danske Bank passes

on this information to third parties only if required by law or in connection with claims under legal actions. We keep the information on file during the year of registration and for the following five years.

Section D – MobilePay Point of Sale

In addition to the terms and conditions set out in section A, the following terms and conditions apply if you have the MobilePay Point of Sale solution (in the following "POS").

D1. What is MobilePay POS?

MobilePay POS is a payment solution allowing businesses to integrate MobilePay as a payment solution in their payment systems (point-of-sale terminals or self-service machines).

MobilePay POS allows MobilePay users to pay by holding their phones to the MobilePay box or a MobilePay enabled card terminal installed by your business at the payment system. A request for the purchase amount is then sent to the user's phone, and the MobilePay user

confirms the purchase by approving the amount in his or her MobilePay app.

MobilePay POS is compatible with iOS, Android and Windows.

D2. Implementation and activation of MobilePay POS

D2.1. Requirements for use of MobilePay POS

In order to use MobilePay POS, the business must

- sign an agreement with Danske Bank on MobilePay POS
- purchase the desired number of MobilePay boxes / card terminals
- arrange for a payment system supplier certified by Danske Bank to install the solution

D2.2. Implementation of MobilePay POS

You are responsible for ensuring that MobilePay POS is correctly implemented in your business's payment systems and that all MobilePay boxes/card terminals are correctly installed and connected.

You are responsible for purchasing and configuring your own payment systems and all the MobilePay boxes/card terminals needed for roll-out in your business.

You are also responsible for any correction of errors and maintenance of your own payment systems and MobilePay boxes/card terminals.

D2.3. Activation of MobilePay POS

When the requirements for use of MobilePay POS are met, users under the agreement will receive a temporary PIN and an eSafeID for an online administration module (the MobilePay POS module). Users can subsequently activate MobilePay POS by following the guide to setting up MobilePay that has been sent to the business.

Afterwards, your business is now equipped to receive customer payments with MobilePay POS. Your business can use MobilePay POS in different shops, self-service machines or other physical outlets.

You deregister shop IDs associated with MobilePay POS in the MobilePay POS module. Once a shop ID has been deregistered, your business can no longer receive payments from MobilePay users in shops where the ID was used.

D2.4. Access for other parties to MobilePay boxes

This sections does only apply to companies using the MobilePay box.

You are not entitled to sell or in any other way make arrangements for the MobilePay boxes without Danske Bank's prior consent.

You may grant access to MobilePay boxes to other payment service providers or providers of other services. In such case, Danske Bank will be entitled to payment of the connection fee set out in the list of charges for MobilePay POS. Upon such a connection, the Bank must always be informed of the serial number of the MobilePay box. Moreover, it is assumed that no changes will be made to the existing technical

configuration of MobilePay. If other payment service providers or providers of other services want to use Danske Bank's systems, such use requires an agreement to be concluded with Danske Bank, and Danske Bank reserves the right to demand payment for the use.

Danske Bank cannot be held liable for disruptions, losses or expenses in relation to other payment service providers' or providers of other services' access to and use of the MobilePay boxes.

D3. Use of MobilePay POS

D3.1. Physical trade only

You may only receive payments in MobilePay POS for sales of goods and services in physical shops where the goods or services are delivered in direct connection with the payment or prior to payment.

MobilePay POS may not be used to receive payments for online sales or for subscription agreements.

D3.2. Charges

Charges for MobilePay POS are set out in list of charges for MobilePay POS. Danske Bank reserves the right to change MobilePay POS charges at any time at 30 days' notice.

See section A5, Charges.

D3.3. Clearly displayed information at business premises

Your business will receive stickers which you can display to show your customers that they can use MobilePay to pay for goods and services at your place of business.

You may also be given access to graphic material which will allow you to make your own stickers and signs. In the event of any non-compliance with the terms and conditions for use of MobilePay graphics, Danske Bank may request that any non-compliant signage be removed. The terms and conditions for use of MobilePay graphics are available online (website). You will receive a link to the website when you become a MobilePay POS customer.

Using the stickers provided or your own signage, you must ensure that

- information is posted at the entrance to your business premises, clearly and visibly advising customers that they can pay with MobilePay
- information is posted by the point-of-sale terminal, clearly advising customers that they can pay with MobilePay
- the MobilePay box/card terminal is placed in a clear and visible location by the point-of-sale terminal

When MobilePay can be used for payment in a machine, it must clearly appear from the machine that it is possible to use MobilePay – either from the MobilePay sticker delivered or the display of the machine.

If your MobilePay POS agreement is terminated or expires, irrespective of the cause, the MobilePay stickers and other signage must be removed. Any unused stickers must be returned to Danske Bank.

Danske Bank is not liable for any damage to shop fittings or other equipment that results from your business's use of MobilePay POS stickers, MobilePay boxes or any other MobilePay POS material.

D3.4. Request for payment with MobilePay

You must inform customers of the final purchase amount before requesting payment with MobilePay. The request for the purchase amount is automatically transferred to MobilePay when the request is sent from the payment system to MobilePay.

The amount requested to be paid in MobilePay may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

D3.5. Customer payments

As soon as a customer has approved a payment in MobilePay, the customer can see that the amount will be paid.

The money is transferred only if the payment is approved and MobilePay is not blocked. For

more information, see mobilepay.dk (in Danish only).

D3.6. Confirmation of transfer to the customer

Customers receive confirmation of the transfer in MobilePay once payments are completed. Customers can view confirmations of previous transfers under *Aktiviteter* (activities) in MobilePay. It is a transfer confirmation and not a purchase confirmation. You must provide your customers with a purchase receipt.

D3.7. Post-transaction information

Customer payments can be viewed in the payment system immediately after the customer has completed the payment.

This is your business's documentation for the completion of the MobilePay transfer to your account.

D3.8. Reversal of payments

Your business can reverse payments made with MobilePay through the payment system if

a customer wants to return a purchase, for example. You cannot refund more than the amount paid by the customer. Your business may not charge the customer a fee for the reversal.

D3.9. Business location and logo

You must upload your business logo in the MobilePay POS administration module when you set up your brand and shop IDs so that the logo is displayed on MobilePay users' receipts etc. in MobilePay. You must also register your location to enable MobilePay users to view your business name in MobilePay when they are in the vicinity, provided that they use this function.

In case of unauthorised use, Danske Bank reserves the right to block your access to MobilePay POS if you have provided incorrect information about the location of outlets, or if you use logos that Danske Bank deems to be morally or ethically questionable or that may harm the image or brand of Danske Bank or MobilePay.

D3.10. Machines

MobilePay POS may be used for payment with MobilePay in machines and self-service solutions. Subject to prior approval by Danske Bank, your business can receive payments via a QR code in a display instead of payment via the MobilePay box.

D3.11. Fundraising

Any use of MobilePay POS for fundraising purposes must comply with the rules of the Danish tax authorities and the Danish Fundraising Act and is subject to Danske Bank's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

D4. Objecting to payments

If one of your customers raises a claim against Danske Bank as a result of an objection relating to the purchase of goods or services from your business, Danske Bank will instruct the customer to raise the claim against your

business. Your business must indemnify Danske Bank for any claims raised in connection with a customer complaint.

D5. Blocking access to MobilePay POS

You must contact Danske Bank as soon as possible to block access to MobilePay POS if you suspect any inappropriate use of your MobilePay POS, including systems linked to MobilePay POS.

Call +45 70 114 115 and state your customer number. Our lines are open 24 hours a day.

D6. Unauthorised use

If you suspect or discover unauthorised use of your MobilePay POS, you must contact Danske Bank immediately. You must also give us all the information required for us to investigate the suspected unauthorised use of your MobilePay POS and to take corrective and legal measures.

D7. Registration and protection of data

In using MobilePay, your business accepts that Danske Bank registers the name, address and

account number you have designated for MobilePay POS, as well as the dates and amounts of transactions. When your business requests a payment from a customer via MobilePay POS, the purchase amount and the business name and logo are sent to the customer.

Danske Bank stores this information and uses it in its bookkeeping, in your business's MobilePay POS transaction overview and in connection with any subsequent correction of errors. Danske Bank passes on this information to third parties only if required by law or in connection with claims under legal actions. We keep the information on file during the year of registration and for the following five years.

Section E – MobilePay Bonus

In addition to the terms and conditions set out in section A, the following terms and conditions apply if your business has signed up for the MobilePay Bonus solution.

E1. What is MobilePay Bonus?

MobilePay Bonus is a function linked to MobilePay for Businesses that enables your business to offer its customers a bonus when they pay with MobilePay.

E2. Requirement for use of MobilePay Bonus

You must have MobilePay Business to offer your customers a bonus. You activate the function in the administration module for MobilePay. The function will be active from 12 midnight the day after activation.

If you do not want the possibility of activating the function, you must contact Danske Bank's support. The telephone number can be found at mobilepay.dk.

E3. Bonus amount

When activating MobilePay Bonus, you must decide what percentage to offer your customers. The percentage may be changed once a day with effect from 12 midnight the following day.

The bonus offered will be rounded off to the nearest whole one hundredth of a Danish krone for each purchase.

E4. Earning and using a bonus

When the bonus function has been activated, your customers – provided that they have signed up for it – will automatically earn the bonus you have decided to offer them every time they pay with MobilePay in your shop.

The bonus earned can then be used the next time they shop with you. The bonus cannot be converted into cash, and customers do not earn a bonus on that part of the payment that is made with a bonus.

You can always see the total outstanding bonus amount in the administration module for MobilePay.

If an article is returned and the customer wants a refund of the amount, the bonus used to pay for the article will be reversed, and the bonus earned on the specific purchase will be deleted.

E5. Expiry of bonus

The bonus earned does not expire unless

- you deactivate MobilePay Bonus. In such case, it must be possible for your customers to use their earned bonuses for a period of six months after deactivation. No bonus is earned during the six-month period
- your business closes down, irrespective of the cause
- your agreement with Danske Bank on the use of MobilePay is terminated
- the individual MobilePay user deregisters from MobilePay Bonus

E6. Registration of information

Danske Bank's system will register any award of a bonus. The information is used exclusively for the administration of MobilePay Bonus in compliance with these Terms and Conditions.

E7. Your liability for MobilePay Bonus

When you have activated the bonus function, you will be under an obligation to offer your customers a bonus on the terms under

MobilePay for Businesses. If your customers do not receive the bonus to which they are entitled, or if they have any objections to the bonus earned, you are under an obligation to ensure that they receive the bonus to which they are entitled.

If, regardless of the reason, Danske Bank becomes obligated to pay a bonus to your customers, you must repay the amount to us to indemnify Danske Bank.

E8. Danske Bank's liability for MobilePay Bonus

Danske Bank only makes the function available to your business and performs calculations of earned and used bonuses.

E9. Charges

See section A5 on charges in Terms and Conditions for MobilePay for Businesses. Danske Bank may change the charges at 30 days' notice.

E10. Clearly displayed information

You must ensure that information is displayed clearly in your shop, informing your customers that they will earn a bonus when paying with MobilePay if they have signed up for the function in their MobilePay.

Your business will receive material, which you can display to tell your customers that they can earn a bonus when paying with MobilePay.

Your business must ensure that MobilePay is spelled correctly and that only official logos received from Danske Bank are used. Logos may be downloaded via mobilepay.dk.

E11. Deactivation of MobilePay Bonus

You must remove all MobilePay signs and logos in connection with deactivation of MobilePay Bonus and termination or expiry of the MobilePay for Businesses agreement.

You may deactivate MobilePay Bonus at any time. You deactivate MobilePay Bonus in the administration module for MobilePay, with effect from 12 midnight the following day. Please note that the obligations regarding the

use of already earned bonus points are still applicable (see also sections E4 and E5).

E12. Termination of MobilePay for Businesses

If your MobilePay for Businesses agreement is terminated, regardless of the reason, the access to and use of MobilePay Bonus will also be terminated.

E13. Danske Bank's right in case of termination/blocking

If Danske Bank terminates the agreement on the use of MobilePay for Businesses, the access to MobilePay Bonus will also be terminated. The same applies if Danske Bank blocks the access to MobilePay.

See also section A (general termination etc.).

Section F – Memberships

Memberships is a feature that can be linked to MobilePay Point of Sale. Memberships gives your customers the opportunity to register their membership numbers in MobilePay for

membership in your business. This enables the customer's membership number to be sent automatically to your business when the customer makes a payment with MobilePay without the customer's needing to show a membership card or disclose a membership number.

F1. Activation of Memberships

In order to enable your customers to use Memberships and offer them the service, you must have MobilePay Point of Sale. You can activate the feature by contacting Danske Bank Business Support on tel. +45 70 11 41 15.

F2. Use of Memberships

When Memberships has been activated – assuming that your customer has entered his or her membership number for your business – Danske Bank will automatically transfer the membership number to your cash register system. In this way, your customer need not show the membership card or disclose the membership number to the cash register staff.

F3. Registration of information

Upon the transfer of a membership number, the number will be registered in Danske Bank's systems for use in the administration of the Memberships feature.

The information is used exclusively for the administration of Memberships in accordance with these Terms and Conditions.

F4. The business's responsibility for Memberships

After you have activated the feature, your business is required to process the membership number that was transferred from Danske Bank to your business in accordance with the prevailing rules on processing membership numbers.

Your business's Membership programme must comply with the prevailing rules on the programme at all times. For example, your business is required to state the terms and conditions of the Membership programme.

Danske Bank is not a party to the agreement on the Membership programme between you and your customer.

If Danske Bank is required to disburse a bonus or other types of membership benefits offered to your business's customers or to act as though it is a party to the agreement – for whatever reason – your business must hold

Danske Bank harmless in every respect for any loss.

F5. Charges

See section A5, Charges. Danske Bank may change the charges at 30 days' notice.

F6. Termination of MobilePay for Businesses

If your agreement on MobilePay Point of Sale is terminated – for whatever reason – access to Memberships will also be terminated.

You can deactivate Memberships by contacting Danske Bank Business Support on tel. +45 70 11 41 15. The feature can be deactivated at any time.

The obligations in section F4 are still applicable for existing claims even if your agreement on Memberships are terminated.

F7. Danske Bank's rights in case of termination or blocking

If Danske Bank terminates the agreement on the use of MobilePay Point of Sale, the agreement on Memberships will be terminated at the same time. The same applies if Danske Bank blocks access to MobilePay.

If Danske Bank believes that a business has defaulted on the agreement on Memberships, it reserves the right to block or terminate the agreement on MobilePay (see also the Terms and Conditions for MobilePay Point of Sale). The same applies if it is required according to legal requirements or the provisions of public authorities.

Section G: General conditions for online administration of MobilePay payment solutions and services

G1. Transactions

Through the online administration system associated with MobilePay for Businesses, you can transfer amounts to one of your accounts to the account designated by you for one or more MobilePay for Businesses solutions.

G2. Documents from Danske Bank in eArchive

When you enter into a MobilePay for Businesses agreement, your business is automatically registered for receipt of electronic documents from Danske Bank. This

is registered in your eArchive in the online administration system. Documents received in electronic form in eArchive have the same legal effect as ordinary mail in hardcopy.

G2.1. Documents received in electronic form

Your business will receive all documents and notices from Danske Bank relating to the MobilePay for Businesses in electronic form in eArchive. In special cases, Danske Bank may send documents by ordinary mail.

G2.2. Access to documents in eArchive

The rights and authorisations granted to individual users determine which documents they can view. A user will, for example, always be able to view his or her individual user authorisation in the online administration system. Users with permission to view or operate an account are granted access to view the documents relating to the account in question in eArchive.

G2.3. Storage

Danske Bank keeps documents on file in eArchive during the year of registration and for

the following five years as a minimum. However, the documents will be deleted if your business changes its customer number, or if your MobilePay for Businesses agreement expires, irrespective of the cause. Therefore, we always recommend you to copy the documents for your own storage.

If you need to keep documents on file for longer than is possible in the online administration system, you should copy them to your own filing system.

G2.4. Deregistering eArchive

If your business no longer wishes to receive documents in eArchive, you must contact us. If requested, Danske Bank may send documents by ordinary mail against a fee.

G3. User authorisation

Users must be duly authorised to perform transactions in the online administration system on behalf of your business. Your business may grant such user authorisation using Danske Bank's user authorisation. Before granting authorisation to use

MobilePay for Businesses, your business must have the user's consent to pass on his or her CPR number to Danske Bank.

G3.1. Transaction types

Your business must state which of the following transaction types users should have access to:

- Domestic payments between registered accounts with Danske Bank Group - for instance transfers to another Danske Bank account under the agreement
- Payments to unregistered accounts in or outside Danske Bank Group - for instance transfers to an account outside Danske Bank.

Users may be granted a separate mandate for the transaction types above. The mandate is generally used as the basis for all transfers under each transaction type. If your business has chosen a more restrictive mandate at the account level (account access is described in more detail in section 3.2), this mandate will apply to payments to unregistered accounts. If your business has chosen not to grant

authorisation at the account level, the user will have view access only.

G3.2. Access to accounts

If your business authorises a user to make payments to unregistered accounts, that user must have authorisation at the account level. In other words, the user must, for example, be authorised to make transfers from the account in question to an account outside Danske Bank Group. The user may be granted a separate mandate for the account your business has linked to the online administration system.

G3.4. Administration rights

You must state whether the user is granted one or more of the following administration rights:

- User administration
- Agreement information
- Access and blocking

When granting "user administration" rights, you must consider which of the following mandates the user should have:

- Create/deposit

- Separate mandate
- Two persons jointly

The "agreement information" and "access and blocking" rights may be granted only as separate mandates.

G3.4.1. User administration

A user who has been granted user administration rights is authorised to do the following on behalf of your business:

- create and modify users, including giving users access to the required authorisation and transaction type(s), modules and accounts registered under the agreement at any time
- create and modify user master data
- delete all user details, including master data

A user with the above rights is called a "user administrator".

You must state whether the user administrator should be authorised to modify his or her own user ID. If a user administrator

is not authorised to modify his or her own user ID, he or she will not be authorised to assign the rights above to himself or herself either. Nor will the user administrator be authorised to create and approve payments.

G3.4.2. Agreement information

If your business grants a user "agreement information" rights, the user will have access, through a user overview, to search for agreement users and see their individual access, including master data, access to the online administration system, administrator rights, access to accounts and payments.

The user will have access to the user overview and selected documents shown in the online administration system.

G3.4.3. Access and blocking

A user who has been granted "access and blocking" rights will be authorised to do the following on behalf of your business:

- order temporary passwords for users
- order eSafeID devices for users
- block and unblock user access

G3.5. Message system

All users can send messages electronically to Danske Bank through a secure encrypted line. Individual users can view only their own messages (sent and received) in the online administration system.

G3.6. Changing user authorisations

If your business wishes to extend or restrict a user's access to the online administration system, the user must sign a new user authorisation to replace the existing authorisation.

If the change relates to the user's authorisation or mandate at the account level, your business must sign an account mandate. Changes made by the user administrator through the online administration system are approved by digital signature.

A user's authorisation may be affected if your business signs a "Mandate - Business" form.

G3.7. Revoking user authorisations

User authorisations remain in force until revoked by your business. Authorisations may be revoked in writing, in person at one of Danske Bank's branches or by means of a digital signature. Authorisations may also be revoked by telephone, but such revocation must always be confirmed in writing immediately afterwards. The user's access to act on behalf of your business via the online administration system is blocked after the telephone call.

Danske Bank will subsequently provide written confirmation that the user ID and eSafeID device have been deleted in our systems.

Termination of the agreement by your business is deemed a revocation of all user authorisations issued under the agreement.

However, account mandates granted to users by your business require separate revocation.

G4. Mandate types

Danske Bank uses the following types of mandate:

- Separate mandate
- Two persons jointly

These types of mandate allow your business to decide which users may approve the creation of users, for example, on their own or together with another user. Separate mandates may be granted with respect to payments only.

G4.1. Separate mandate

Payments created by a holder of this type of mandate are automatically deemed approved by the user.

G4.2. Two persons jointly

The creation or change of a user by a user with a joint mandate requires the approval of another user holding the same type of mandate in order to take effect (second approval).

G5. Support Direct

Danske Bank provides support and service to your business, including

- user administration
- telephone support, including blocking assistance

- Internet-based support
- on-site support

User administration may involve establishing access agreements and authorisations, modifying the access of your business and its users to individual elements of support and service, deleting and blocking users, ordering temporary PINs and registering modified authorisations and mandates.

Telephone support may include training, user instruction, troubleshooting assistance, guidance in relation to modifications, and blocking in the online administration system. Telephone support in connection with installation, setup, training and troubleshooting, etc. is provided in consultation with your business's IT department and at the risk of your business.

Internet-based support may include training, user instruction, troubleshooting assistance and guidance in relation to modifications. Internet-based support is provided in

cooperation with your business's IT department and at your business's risk.

On-site support may include installation of the online administration system, training of staff and troubleshooting. Troubleshooting may result in modification of your business's computer setup, IT systems, registration databases, the set up of routers, firewalls, proxy servers, internal security systems and other software and hardware modifications. Support for setting up and troubleshooting is provided over the Internet in cooperation with your business's IT department and at your business's risk.

G6. Technical issues

G6.1. Transmission and access

In order to use the online administration system, your business must establish a data communication link with Danske Bank. Your business must bear all expenses in this connection and must purchase, install, set up and maintain the IT equipment required. Your business must also arrange for any

adaptations to its IT equipment that may be required to use the connection and ensure continuity of operations.

Danske Bank may at any time and without notice modify its own equipment, basic software and related procedures to optimise operations and service levels. Danske Bank will give 30 days' notice of any modifications requiring adaptation of your business's equipment in order to retain the link and its access. Your business may not use special software, such as overlay services or similar types of software, when accessing MobilePay for Businesses. Users must operate the system directly from the user interface and the software provided by Danske Bank.

G6.2. Data security

The security system used for the online administration system is called eSafeID. eSafeID is Danske Bank's web-based security system for logging on to the online administration system. eSafeID is a two-factor authentication solution, based on something you know and something you have: a personal

password and a so-called eSafeID device generating security codes (a numeric code). The security code generated by the eSafeID device can be used only once and is saved temporarily in the browser session while the user remains logged on to the online administration system.

Using the eSafeID solution ensures that data are encrypted before transmission to Danske Bank and are not tampered with during transmission. In addition, the identity of the sender is always verified, and all financially binding transactions are provided with an electronic signature.

Danske Bank reserves the right to block your business's or a user's access to the online administration system if we detect actual or attempted unauthorised use. If access is blocked, your business will be notified as soon as possible.

Your business must implement effective security procedures to prevent unauthorised use of the online administration system and

unauthorised access to user encryption keys and eSafeID devices.

G7. Acquiring a user ID, temporary password and eSafeID device

When a user is created in the online administration system under the eSafeID security system, he or she is assigned a personal user ID and a temporary password and receives an eSafeID device. Together with the eSafeID device, the temporary password is used for first-time identification when the user is first registered in the system. The temporary password is system-created and printed without anybody seeing the combination. If the letter containing the temporary password and/or the letter containing the eSafeID device has been tampered with or is not intact, the user must contact Danske Bank to order a new temporary password and/or a new eSafeID device.

For security reasons, the letters containing the eSafeID device and the temporary password are sent under separate cover.

If the user has not received the letter containing the temporary password within three business days of ordering, the user must, for security reasons, contact Danske Bank to cancel it and order a new password. Upon registration, the user creates his or her own password. The user must subsequently destroy the temporary password.

G7.1. Storing user IDs, temporary passwords and eSafeID devices

The following rules apply to the use of eSafeID:

- Only the user may use the user ID, password and eSafeID device
- The password, eSafeID and security codes are strictly personal and may not be passed on to third parties
- Passwords and security codes may be used when communicating with Danske Bank only
- The password must not be written down or stored together with the eSafeDevice

G7.2. Changing the password

It is the responsibility of your business to ensure that the user changes his or her password at regular intervals. Further information about security recommendations is available at the websites of Danske Bank and in other guidelines.

G7.3. Deregistering users/eSafeDevices

Your business must notify Danske Bank if you want to block or delete a user. Your business is responsible for all transactions made by a user until Danske Bank has been requested to delete or block the user. Your business is also responsible for all future transactions previously requested by a deleted/blocked user until Danske Bank is notified that the transactions are to be cancelled.

G7.4. Misuse or potential misuse

Your business or the user must immediately contact Danske Bank to block user access in case of

- suspected unauthorised use of the user's personal password, your business's or a user's encryption key or the eSafeID device

- third parties having gained access to the personal password or the personal encryption key or the eSafeID device

G8. Changes to the online administration system

The online administration system gives access to the services provided in the online administration system by Danske Bank at all times.

Danske Bank may at any time extend the scope of the online administration system without notice, but the bank gives 30 days' notice if the scope of the services is limited or the terms are made more restrictive.

G9. Responsibility and liability

G9.1. Your business's responsibility and liability

Your business uses the online administration system at its own risk, which includes risks in areas such as the following:

- transmission of data to Danske Bank, including the risk that transmitted data are

destroyed, lost, damaged, delayed or affected by transmission errors or omissions, e.g. during intermediate handling or processing of data content

- information is passed on to third parties as a result of errors or unauthorised intrusion on the data transmission line
- all dealings and transactions involving the security codes of your business or its users
- ensuring that users keep their passwords secure so that they are not passed on to third parties
- ensuring data security in connection with storage of user security codes in the business's IT environment to prevent unauthorised access to the security codes
- any erroneous use or unauthorised use of the online administration system by users
- unauthorised use of the online administration system

Your business cannot hold Danske Bank liable for any consequences of the risks above materialising. Nor can your business raise any claims against Danske Bank in respect of

errors and omissions arising out of your business's own circumstances, including non-observance of safety and control procedures.

It is also the responsibility of your business to

- obtain the consent of the users before disclosing their CPR numbers to Danske Bank
- always verify that the terms of the user authorisations are consistent with the authorisations and mandates that the business and any third party have granted users
- the terms of a user authorisation are in accordance with the requirements of the business in all other respects
- open and check all electronic documents sent by Danske Bank to the same extent that they would have been checked if they had been sent in hardcopy by ordinary mail
- notify Danske Bank if for a period of time the business has had no access to the online administration system and therefore requests electronic documents sent in hardcopy by ordinary mail

- ensure that your users are familiar with the terms and conditions governing the online administration system and comply with the help texts displayed on the screens

G9.2. Danske Bank's liability

Danske Bank is liable for late or defective performance of its contractual obligations resulting from error or negligence. Danske Bank is not liable for errors or omissions resulting from

- third-party software that is an integrated part of the online administration system
- users disclosing their temporary PIN and/or personal passwords
- modifications to the security systems (not performed by Danske Bank)
- the security system's integration with other systems or software not supplied by Danske Bank
- information and data supplied by third parties

Even in areas of stricter liability, Danske Bank is not liable for losses arising from

- breakdown of or failure to provide access to IT systems or damage to data in such systems due to any of the factors listed below, regardless of whether or not Danske Bank or a third-party supplier is responsible for the operation of such systems
- power failure or a breakdown of Danske Bank's telecommunications, legislative or administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking)
- strikes, lockouts, boycotts or picketing, regardless of whether Danske Bank or its organisation is itself a party to or has started such conflict and regardless of its cause; (this applies even if the conflict affects only part of Danske Bank)
- other circumstances beyond Danske Bank's control

Danske Bank is not exempt from liability if

- Danske Bank ought to have foreseen the cause of the loss when the agreement was

concluded or ought to have avoided or overcome the cause of the loss

- under Danish law, Danske Bank is liable for the cause of the loss under any circumstances

Danske Bank is liable only for direct losses and thus not for any indirect consequences or more extensive adverse effects even when such consequences or effects are the result of errors made by the bank.

Danske Bank is liable in damages in accordance with the rules set out in section 9.2 above. Consequently, section 68 of the Payment Services Act does not apply.

G10. Other terms and conditions

G10.1 Assignment, transfer and third parties

This agreement has been concluded by Danske Bank on behalf of Danske Bank Group. This means that any entity of Danske Bank Group is entitled to fulfil and enforce the agreement. It also means that Danske Bank may assign or transfer its rights and obligations under the

agreement to another entity under Danske Bank Group at any time.

Danske Bank may assign its rights under the agreement to subcontractors. An assignment will not exempt Danske Bank from liability under the agreement.

G10.2. Special provisions concerning payment accounts and the Danish Payment Services Act

Payment accounts are governed by the Danish Payment Services Act.

Unless otherwise stipulated by these Terms and Conditions or agreed with us, Danske Bank has deviated from the provisions of the Act to the extent permissible.

If the business is entitled to operate a payment account by way of a special payment instrument, such as a debit card, such operation is governed by the provisions of the agreements concluded with respect to the payment instruments concerned.

See also Terms and Conditions for Payment
Accounts.

G11. Termination and breach

See section A.8.

G12. Law and venue

See section A.11.