

Terms and Conditions

1 Introduction

- 1.1 By checking “Accept and Continue”, you are hereby representing and warranting to Danske Bank A/S and its group entities (each individually and all collectively “**Danske Bank**”) that you are accepting and agreeing to the provisions of these Terms and Conditions with respect to your access to the ShareFile platform (the “**Platform**”) and use of Confidential Information stored therein.

2 Right to Access and Use

- 2.1 Danske Bank hereby grants you the right to access the Platform in order to view and/or download the Confidential Information, as defined below. You are hereby representing and warranting to Danske Bank that you are authorized to receive and use the Confidential Information and there is a valid legal basis for you to process any personal data contained therein.

3 Danske Bank Responsibilities

- 3.1 Danske Bank is not liable for errors and omissions resulting from:
- 3.1.1 Transmission of data to the Platform and the risk that a transmission is destroyed, lost, damaged, delayed or of errors and omissions, among other things by third party handling or processing of data material;
 - 3.1.2 Information to third parties as a result of errors or unauthorised intrusion on the data transmission connection;
 - 3.1.3 Ensuring that users keep their personal passwords secure so that no third parties misuse the Platform.
- 3.2 Even in areas of increased liability, Danske Bank is not liable for losses arising from:
- 3.2.1 Breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether or not Danske Bank or a third-party supplier is responsible for the operation of these systems;
 - 3.2.2 A breakdown of power failure or telecommunications, legislative or administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking);
 - 3.2.3 Strikes, lockouts, boycotts or picketing, regardless of whether the conflict targets or has been initiated by Danske Bank itself or its organization and regardless of its cause. This also applies if the conflict only affects parts of Danske Bank;
 - 3.2.4 Other circumstances beyond outside Danske Bank’s control.
- 3.3 Danske Bank’s exempt from liability shall not apply if Danske Bank ought to have foreseen the cause of the loss when these Terms and Conditions were accepted by you, or ought to have avoided or overcome the cause of the loss. Danske Bank is only liable for direct losses

and thus not for indirect losses or more extensive adverse effects even though these are due to Danske Bank's errors.

4 Your Responsibilities

4.1 You shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the Danske Bank and shall not disclose, exploit or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval of Danske Bank. For the purposes of this Terms and Conditions, "**Confidential Information**" means the following information and documentation of Danske Bank whether disclosed to or accessed by you in connection with the Terms and Conditions: (i) all information concerning Danske Bank, including its employees, products, services, business secrets, customers, suppliers, contractors and other third parties conducting business with Danske Bank, as well as Danske Bank's financial, technical, administrative or business matters such as, but not limited to, business secrets, business concepts, business connections, and other information and data that may come to my knowledge via the Platform; (ii) the terms of these Terms and Conditions; (iii) any information developed by reference to or use of Danske Bank's information referenced above; and (iv) any information which according to applicable law is confidential, including personal data as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"). Information does not have to be marked as confidential in order to qualify as Confidential Information.

4.2 The obligations mentioned above do not extend or apply to Confidential Information if:

- (a) the information is in the public domain;
- (b) Danske Bank has given its written permission to disclose the Confidential Information to a third party;
- (c) the Confidential Information has been disclosed by a third party who is duly authorised to make such disclosure;
- (d) the Confidential Information is already known to you at the time of disclosure and the Confidential Information is not subject to confidentiality in any other manner;
- (e) a government authority demands the Confidential Information to be disclosed in pursuance of relevant laws;
- (f) a court of law need the Confidential Information to settle a dispute between the Company and Danske Bank.

4.3 You shall upon Danske Bank's request and in Danske Bank's sole discretion (i) immediately return all Confidential Information to Danske Bank together with any reproductions and copies thereof or (ii) delete and destroy all reproductions and copies of Confidential Information and provide Danske Bank with a statement confirming the deletion and destruction of all such reproductions and copies.

5 Ownership and Intellectual Property Rights

- 5.1 Nothing in these Terms and Conditions shall be deemed to grant any right to you in and to any intellectual property rights in and to the Confidential Information.

6 Use of Your Personal Data

- 6.1 You consent to Danske Bank's use of your personal data in order to verify your identity and protect against unauthorized use or abuse of the Platform. Danske Bank acts as a data controller (as defined in the GDPR) for the personal data collected during the course of our dealings with you. Danske Bank may via the Platform collect data on your first name, last name, company and email address, as well as other data that Danske Bank deems to be relevant to the operation of Platform.

- 6.2 Danske Bank is committed to safeguarding and protecting your personal data and maintains appropriate security measures to protect your personal data from improper, unauthorized, unlawful or accidental disclosure, destruction, alteration, use, access, loss or damage. If you wish to update, modify/correct, delete or, access your personal data, receive a copy of the personal data collected from you, or if you would like Danske Bank to stop processing any of your personal data, to the extent you are entitled to do so under applicable law, you can make such a request by writing Danske Bank at mobilefirst@danskebank.com.

7 Term

- 7.1 These Terms and Conditions shall come into force as of the date of your acceptance hereof, and shall not be terminable for convenience or cause.

8 Governing Law and Dispute Resolution

- 8.1 These Terms and Conditions and any non-contractual obligations arising out of or in connection herewith will be governed by and construed in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. If you and Danske Bank do not succeed in solving a dispute amicably, the dispute shall be settled by a Danish court of law. The City Court of Copenhagen shall be the court of first instance.