Terms and conditions for Access agreement – Danske Mobile Banking – consumers

Applicable from 17 April 2023

Danske Mobile Banking is Danske Bank's digital banking solution for mobile devices such as mobile phones. To be able to use Danske Mobile Banking for consumers, you must have an Access Agreement – Danske eBanking – consumers.

The Terms and conditions for Access agreement – Danske eBanking – consumers apply to the extent that the terms and conditions of this agreement do not state otherwise.

1 Features of Danske Mobile Banking

Danske Mobile Banking shares many features with Danske eBanking. Depending on the mobile device and system you use, Danske Mobile Banking allows you to

- view balances in all your present and future accounts and custody accounts that you have been or will be given authorisation to operate
- operate all your present and future accounts and custody accounts as well as accounts that you have been or will be given authorisation to operate
- view information about share and bond prices and exchange rates
- transfer funds to third-party accounts with Danske Bank or other banks in Denmark
- pay electronic payment forms
- view information about your accounts with other banks
- view an account summary
- view a custody account summary
- sign certain agreements with Danske Bank using your digital signature
- send and receive messages and include attachments to the bank

Note that specific amount limits apply to transfers, securities trades and electronic payment forms. The limits are available in Danske eBanking.

1.1 Possibility of using apps linked to Danske Mobile Banking

When you have Danske Mobile Banking, you can link and use apps that we offer for Danske Mobile Banking.

If you download an app requiring Danske Mobile Banking, your use is subject to the same terms and conditions as those applying to Danske Mobile Banking, and the security solution is the same. When you download an app, you also accept that these Terms and conditions for Access agreement – Danske Mobile Banking – consumers apply in full to the app in question.

2 Access and use

2.1 Use of Danske Mobile Banking

You can use Danske Mobile Banking if you have a smartphone (or a tablet) with internet access. You register in Danske eBanking under the Mobile services menu item. You then get an access code (service code) for Danske Mobile Banking.

The app is available in App Store and Google Play – search for the "Mobilbank DK – Danske Bank" app.

To use Danske Mobile Banking, you need a security solution that consists of
1. a mobile device (mobile phone or tablet)

2. a service code, which you will find in Danske eBanking under the Mobile services menu item
3. your MitID

The first time you log on, you need your MitID and you link your mobile phone to Danske Mobile Banking. Once you have done this, you need only your service code for future logons.

Some types of transactions and the signing of some types of agreement require both a service code and your MitID.

If your mobile phone allows this, you can use your fingerprint (Touch ID) or Face ID instead of the service code to log on, for example. All you need to do is activate the feature in Danske Mobile Banking. You can do so under Settings. Choose Log on using Touch ID/Face ID. Remember that all fingerprints registered for your mobile phone can then be used to log on to Danske Mobile Banking.

2.2 Duty to protect your authenticators

The rules applicable to MitID, including your MitID password, code display, audio code reader, chip and app, are available at www.MitID.dk.

Generally, your authenticators may be used only by you. Do not disclose your service code and password and/or codes to anyone else, including members of your household, do not write down the service code or password and keep it with your other authenticators, and do not write down the service code on your other authenticators.

If you suspect that somebody may know your service code, you must contact us immediately (see clause 17.3, Blocking and notification in case of irregularities and unauthorised use).

If you become aware that somebody knows your MitID, you must contact us or MitID immediately (see the 'Terms and conditions for MitID' document at www.MitID.dk).

You must also take care to store your mobile device so as to prevent others from gaining unimpeded access to it. Always use a code to lock your mobile device, for example a keypad or biometric lock.

Even though you use a lock for your mobile phone, either to open it or as a substitute for your service code, you will still be liable under these terms.

3 Accounts and custody accounts

3.1 Access in Danske Bank

Danske Mobile Banking allows you to view balances in all your present and future accounts and custody accounts as well as accounts and custody accounts that you have been or will be given authorisation to view (read more below). In addition, you can operate all your present and future accounts and custody accounts.

To operate accounts of other Danske Bank customers via Danske Mobile Banking, you must have a separate account mandate for each account. To operate custody accounts of other Danske Bank customers, you must have a separate account mandate for each custody account.

The operation of accounts and custody accounts is governed by the terms applying to the individual accounts and custody accounts.

When you make an account transfer, the system asks for the registration number and account number of the payee's account and, where relevant, the date of the transfer (see the Help functions for the individual screens).

We are not obliged to execute orders for which cover is insufficient or which cannot be executed because of incomplete information. We are also not obliged to execute orders if you or your mandator is subject to bankruptcy, reconstruction or other insolvency proceedings; or opens negotiations for a rescheduling of debt, debt relief or a composition with creditors, including a request for a voluntary composition with Danske Bank or any other creditor.
Similarly, we are not obliged to execute orders if you or your mandator dies.

You must enter data for funds transfers and securities trades under the appropriate functions in Danske Mobile Banking. We execute orders only if they are submitted under the appropriate functions in Danske Mobile Banking.

When you have entered a payment or order, you approve it with an authenticator (typically your service code – see clause 2.1). The order is then binding. The time of approval is also the transmission time. When we have received your

order, you receive confirmation of execution, provided that you are still logged on.

3.2 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of your orders if we are to execute them on time. You can find information about cut-off times, booking dates and value dates in Danske eBanking under the About Danske eBanking menu item.

3.3 Securities trading

Securities trades with us are subject to our Terms and conditions for trading in financial instruments. Danske Mobile Banking offers trading in Danish and foreign securities.

The Danske Mobile Banking solution does not, however, offer the same features as Danske eBanking. For example, the Help texts and warnings are not the same.

We consider a trading order binding when you have submitted the order to us using an authenticator (typically your service code – see clause 2.1). When a securities trade has been executed, you receive confirmation on your mobile device, provided that you are still logged on. If you do not receive confirmation, you can contact us to find out whether the order has been executed.

3.3.1 Execution only – no advisory services

Danske Mobile Banking does not offer advisory services, only execution of orders. For securities such as shares, bonds and certificates of mutual funds/UCITS funds, the trades are executed as execution-only trades. This means that we do not check whether you have any knowledge of – and experience with – the specific type of security, and thus, we do not assess whether the security in question is an appropriate investment for you.

3.4 Amount limits

Limits apply to the total daily amount of payments and cash transfers. In addition, a special limit applies to the total amount you can transfer on a daily basis to third-party accounts, including payment of electronic payment forms.

Information about applicable limits is available in Danske eBanking or from one of our branches.

3.5 Account mandates

If you want another person to be authorised to view information about and/or operate your accounts and/or view information about your custody accounts through Danske Mobile Banking, you must issue an account mandate to that person. Your mandatary can then operate your accounts through his or her access to Danske Mobile Banking. If you no longer want the mandate to be in force, you must revoke it in writing.

3.6. Your accounts with other banks

Danske Mobile Banking can give you a complete overview of your payment accounts with other banks in Denmark. All you need to do is to give your consent to our retrieving information about your payment accounts.

You can also initiate a transfer from your payment accounts with other banks via Danske Mobile Banking. You approve and execute the transfer using the mobile banking solution of the account servicing bank.

Once you have approved a transfer via the account servicing bank, you cannot cancel it.

If you are not sure whether a transfer has been executed, you can check it by updating the account entries for the relevant account in Danske Mobile Banking. You can also check the account using the other bank's mobile banking solution.

Please note that the information about your payment accounts with other banks is only a snapshot of the accounts. As we retrieve the account information from other banks, we cannot guarantee the accuracy of the information retrieved.

We do not assume any responsibility or liability for decisions and transactions that you make on the basis of the information. Similarly, Danske Bank cannot be held liable if the feature is temporarily unavailable or not fully functional.

4 Access to multiple Danske Mobile Banking agreements

If you are a user under multiple Danske Mobile Banking agreements (such as Danske Mobile Banking Business and Danske Mobile Banking – consumers), you can log on and operate accounts under all of them using your personal security solution.

Every time you log on to Danske Mobile Banking, you must choose which agreement to access. You can also choose a default agreement for direct access every time you log on. You can switch to another agreement without having to log on again.

When you use your security solution to operate accounts under other Danske Mobile Banking agreements to which you have access, you are bound by the terms applying to the agreements in question, including the terms on liability in the event of unauthorised use by a third party. The terms on liability may thus differ for the individual Danske Mobile Banking agreements.

5 Checking of account entries

When a transaction has been executed, it appears on the list of account entries in Danske Mobile Banking (and Danske eBanking). The list shown in Danske eBanking displays all transactions executed during a period of up to 13 months.

Each month, you can see the amount of fees paid over the past month. In addition, you regularly receive account and custody account statements either in Danske eBanking or e-Boks or by letter.

When you check accounts and entries, you should note that there may be transactions that have not yet been finally registered in your account or custody account.

You are obliged to check entries in your accounts and custody accounts regularly. If you come across transactions that you do not believe you have made, you must contact us as soon as possible – with due consideration to the time limits listed in clause 7.

6 Revocation of approved payments/orders

You cannot revoke orders for transfers or securities trades through Danske Mobile Banking. If you want to revoke an order, you must do so either in Danske eBanking or by contacting us.

7 Unauthorised payments/orders

If you believe that one or more payments/orders have been executed without your authorisation, you must contact us as soon as possible. When we assess whether you have contacted us in due time, we attach importance to your duty to regularly check entries in your account and custody account (see clause 5).

We must always receive your objection within 13 months of the individual amount having been debited to your account.

7.1 Processing of objections against unauthorised payments

When you have contacted us, we examine your objection. While we do so, the amount in question will normally be deposited in your account.

If we find your objection unjustified, we will withdraw the amount from the account. If our investigation shows that another person has used your access to Danske Mobile Banking fraudulently, you are liable according to the terms of clause 8, Liability for unauthorised use.

If we find your objection unjustified, we are entitled to charge interest from the date the amount was credited to your account to the date it was withdrawn. We may also charge a fee for producing copies of relevant advices (see the list of charges).

8 Liability for unauthorised use

You are liable for losses up to DKK 375 if your access to Danske Mobile Banking has been subject to unauthorised use.

You are liable for losses up to DKK 8,000 if we can prove that your authenticators were used and you did not contact us to block your agreement as soon as possible after you discovered that you had lost one or more of your authenticators or that another person had obtained your service code or your codes. The same applies if you informed the unauthorised user of your service code or one or more of your codes but are not fully liable for the loss under Danish

law, or if, through gross negligence, you made unauthorised use possible.

You are liable for the full loss if your authenticators were used and we can prove that you disclosed your service code or one or more of your codes to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use.

You are also liable for the full loss if you have committed fraud or have deliberately omitted to protect your security solution (see clause 2.2) or block the agreement (see clause 16.3).

You are not liable for losses arising after we have been asked to block your agreement. Read more about liability in sections 97, 98 and 100 of the Danish Act on Payments (excerpt available on www.danskebank.dk/lovuddrag).

9 Danske Bank's liability

The terms concerning Danske Bank's liability are set out in clause 4 of the Terms and conditions for agreement on digital signature – consumers and in General conditions – consumers.

10 Your use of information in Danske Mobile Banking

The services you receive through Danske Mobile Banking, including price information, are for your use exclusively. You are not allowed to pass them on to others, with or without payment, unless we have authorised your doing so in writing.

11 Changes to terms and conditions and system features

We may change these terms and conditions and adjust the features of Danske Mobile Banking without prior notice if the changes are to your advantage. Changes to your disadvantage are subject to two months' notice.

We notify you of changes by message in Danske eBanking or Danske Mobile Banking, or by e-mail or letter.

When we change the terms and conditions, you must inform us – before the changes take effect – if you do not want to be bound by the new terms and conditions. If we do not hear from you, you will be bound by the new terms and conditions.

If you inform us that you do not want to be bound by the new conditions, the agreement will be terminated when the new conditions take effect.

We continually develop and adjust our electronic services, and additional services may be offered in the future.

In some cases, new electronic services require a separate agreement. You will be informed accordingly.

12 Termination

You may terminate your Danske Mobile Banking agreement without notice at any time by giving us written notification by letter or through Danske eBanking.

We may terminate the agreement at two months' written notice. If you fail to fulfil your obligations under the agreement, we will be entitled to terminate it without notice, however.

Orders and agreements entered into prior to termination will be executed (see, however, clause 3.1).

If your Danske eBanking agreement is terminated, your Danske Mobile Banking agreement will also be terminated.

13 Costs associated with access and use

An updated list of charges for Danske Mobile Banking services is available in Danske eBanking.

Transaction fees are charged to the accounts used for the transactions.

We may charge a fee for help to recover funds transferred to an account by mistake because you stated a wrong identification code.

Your telephone service provider can provide information about telephone subscriptions and call charges.

14 Use, storage and disclosure of personal data and information about purchases etc.

When you use Danske Mobile Banking, we register account numbers, amounts and transaction dates as well as any messages.

If you transfer funds, we send information about amounts and transaction dates as well as any messages from you to

the payee. Data are transmitted through the payee's bank and its data and settlement centre.

The information is stored with the payee's bank and Danske Bank. The information is used by the banks for bookkeeping purposes, account statements and subsequent correction of errors, if any.

The information is disclosed to others only if so required by Danish law or if it is needed for legal actions arising out of the use of the system.

The information is kept on file in the year of registration and for the following five years.

If you send messages to the bank, we register the contents of the message and any attached documents. We use the information for advisory purposes and in accordance with the agreement with you.

The information is processed in accordance with our privacy notice.

If you use a service on your mobile phone to read text aloud (such as VoiceOver on iPhones or the Talk Back function on your android phone), then your personal data may be handled by the provider of this service. Danske Bank does not have control over this processing. If you would like to know how the provider handles your data then please refer to the terms and conditions on the protection of personal data provided by provider.

15 New copies of these terms and conditions

Should you need an additional copy of these terms and conditions, you can either request one from your branch or download it on www.danskebank.dk/terms-and-conditions.

16 Customer Service, business hours, and blocking

16.1 Customer Service

If you need support, please call on +45 70 123 456. You can see our opening hours at https://danskebank.dk/contact.

You can find answers to the most frequently asked questions concerning Mobile Banking and eBanking at www.danskebank.dk/help.

16.2 Danske Mobile Banking business hours

Danske Mobile Banking is open 24 hours a day, 365 days a year.

16.3 Blocking and notification in case of irregularities and unauthorised use

You must inform us immediately if you discover or suspect irregularities or unauthorised use of your Danske Mobile Banking agreement.

You can block access to your Danske Mobile Banking agreement by calling us on +45 70 123 456. We are open 24 hours a day.

You can also block access to your Danske Mobile Banking agreement by blocking your service code.

We reserve the right to block access to your Danske Mobile Banking agreement without notice if we discover or suspect irregularities or unauthorised use of the agreement.

We also reserve the right to block your access to Danske Mobile Banking without notice if we believe that external factors threaten the security of the system.

16.4 Danske Bank's notification of unauthorised use and security threats

We contact you if we suspect or discover unauthorised use. We also contact you if we become aware of any potential security threats. We contact you in a safe way, for example by sending a notice in Danske eBanking, Danske Netpost or e-Boks, or by email or telephone.