

Terms and conditions for Danske Association eBanking

Applicable from 1 October 2023

These terms and conditions apply to agreements on Danske Association eBanking - Danske Bank's online banking solution for associations in which a user has access to accounts and custody accounts belonging to the agreement holder.

Terms used in this document

The agreement holder is the association entering into the agreement on Danske Association eBanking.

The user is the person authorised by the agreement holder to use Danske Association eBanking.

1 Features in Danske Association eBanking

Only one user can be registered under each individual agreement on Danske Association eBanking agreement, so if the agreement holder wants to register a new user under the individual agreement, the agreement must be amended.

Danske Association eBanking is available 24 hours a day, 365 days a year and can be used, for instance, for

- viewing accounts and custody accounts as well as details of executed and future transactions
- transferring funds to the agreement holder's or other customers' accounts with Danske Bank and other banks in Denmark and most other countries
- making payments using payment forms

- trading financial instruments
- communicating digitally with Danske Bank, meaning that we can send information, including documents (mail), digitally to Danske Association eBanking

All available features can be viewed in Danske eBanking.

1.1 Access to accounts and custody accounts

In Danske Association eBanking, the user can view and/or operate all of the agreement holder's present and future accounts and custody accounts that the user is or will be authorised to view and operate.

The user may operate accounts and custody accounts only by complying with the rules applying to the individual accounts and custody accounts.

When transferring funds to an account in Denmark, the user is asked to enter the registration number and account number of the payee's account and, if relevant, the date of the transfer (see the help functions for the individual screens in Danske eBanking).

When making an international payment, the user must, for instance, provide the account number/IBAN, SWIFT address and, if relevant, the date of the payment.

Additional information is available in Prices and terms and conditions for transfers to and from Denmark and transfers in foreign currency in Denmark - business and in the help functions for the individual screens in Danske eBanking.

The various features for payments, transfers and trading in financial instruments in Danske eBanking must be used. Orders submitted through the Mail feature will not be executed.

When the user has placed an order in Danske Association eBanking, the user must approve the payment/order by entering their password (see, however, the next paragraph about international payments).

The time of authorisation is also the transmission time. Immediately after transmission, the user will receive confirmation that Danske Bank has received the order and that it will be executed on the specified date (see, however, clause 1.2, Cut-off times, booking date and value date).

If the user has created an international payment, the user may receive a message, along with Danske Bank's confirmation that Danske Bank has received the order, stating that Danske Bank will send the user a text message with a code to the mobile phone number registered by the user in Danske eBanking.

The text message will state the amount the user is transferring and a code to be entered in Danske eBanking. If the code is not entered, Danske Bank may choose not to execute the order.

Danske Bank is not under any obligation to execute orders

- in respect of which sufficient funds are not available
- that cannot be executed due to insufficient information
- if the agreement holder or the user becomes subject to bankruptcy, reconstruction or other insolvency proceedings or opens negotiations for debt relief or a composition with creditors, including requesting voluntary composition with Danske Bank or any other creditor
- if the agreement holder or the user dies
- that are contrary to nationally or internationally agreed sanctions or which Danske Bank cannot otherwise legally execute

1.2 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of orders if Danske Bank is to execute them on time. Cut-off times, booking date and value date are available in Danske eBanking under Om Danske Netbank Forening.

1.3 Trading in financial instruments

Trades in financial instruments with Danske Bank are subject to our Terms and conditions for trading in financial instruments.

For Danske Association eBanking, we do not offer advisory services, only execution of orders. Trades in financial instruments such as shares, bonds and unit trust certificates/UCITS funds are execution only trades

This means that we do not assess whether the agreement holder or the user has knowledge of and experience with the specific types of financial instruments in question – and thus whether the financial instruments constitute a suitable investment for the agreement holder.

1.3.2 Information in Danske Association

eBanking Danske Association eBanking contains a number of research reports, calculations, assessments and estimates prepared by Danske Bank.

We strive to ensure that this information is correct and reliable. We do not, however, assume any responsibility for the accuracy and completeness of the information.

Moreover, Danske eBanking contains information obtained from Danske Bank's business partners. We have selected our business partners carefully, but assume no responsibility for the information disclosed.

Similarly, we do not assume any liability for losses incurred as a result of actions taken on the basis of information provided in Danske eBanking. Since this information has been prepared exclusively for information purposes, it does not constitute and should not be construed as an invitation or offer to buy or sell financial instruments or foreign exchange or to enter into contracts on financial instruments.

The information, research reports, calculations, assessments and estimates provided in Danske eBanking are not a substitute for making a judgement of whether or not to enter into any such transactions.

1.4 Amount limits

Limits have been set for the total amount of payments and transfers per day and for the amount of individual financial instruments transactions.

The current limits are available in Danske Association eBanking and from our branches.

2 Terms of use of Danske Association eBanking

Under an agreement on Danske Association eBanking, the agreement holder authorises a user to view balances and entries and/or operate (some of) the agreement holder's accounts and facilities through Danske Association eBanking.

The user will have access to Danske eBanking with their personal MitID. In practice, the user can make an account transfer in Danske eBanking and accept it using the MitID.

Transactions made using the user's MitID bind the agreement holder in the same way as agreements signed by the agreement holder by hand.

2.1 The MitID security solution

The MitID security solution ensures that the user and only the user enters into agreements with Danske Bank on behalf of the agreement holder.

As part of the agreement on Danske Association eBanking, a MitID will be created for the user. If the user already has a MitID, it can be linked to this agreement.

When the user makes transactions in Danske eBanking using MitID, the Terms and conditions for MitID apply.

The terms and conditions are issued together with these terms and conditions and are available at www.mitid.dk.

3 Use of Danske Association eBanking

Using MitID for Danske Association eBanking is legally binding in the same way as a physical signature. Danske Association eBanking and MitID are thus considered personal and may be used only by the user.

The user can read more about storing information about MitID in the Terms and conditions for MitID. These terms and conditions are available at www.mitid.dk.

4 Access to multiple Danske eBanking agreements

If the user is a user under several Danske eBanking agreements (for example Danske eBanking – consumers, Danske Business eBanking or Danske Association eBanking), the user can log on and operate accounts under all the agreements using their personal MitID.

Every time the user logs on to Danske eBanking, the user must choose which agreement the user wants to access.

The user can also choose a default agreement for direct access every time the user logs on. The user can switch to another agreement without having to log on again.

When the user uses MitID to operate accounts under other Danske eBanking agreements under which the user is a user, the user is bound by the rules applying to the agreements in question, including the rules on liability in the event of unauthorised use by a third party. The rules on liability may thus differ for the individual Danske eBanking agreements.

5 Security on the user's/agreement holder's computer

To avoid unauthorised use of Danske Association eBanking, it is important that the user/agreement holder always protects the computer by applying

the latest software updates, antivirus software and a firewall.

More useful advice about security is available at www.danskebank.dk.

6 Checking of account entries

Once a transaction has been executed, it appears on the list of account entries in Danske eBanking, which shows all transactions executed during a period of up to 13 months.

Every month, the user can see the amount of fees paid by the agreement holder over the past month. In addition, we regularly send out account and custody account statements in accordance with the terms and conditions governing the individual accounts and custody accounts.

The user should note that there may be transactions that have not yet been finally registered on the account or custody account.

The agreement holder and the user are both under an obligation to regularly check entries in the agreement holder's accounts and custody accounts. If they come across transactions that they do not believe they have executed, they must contact us as soon as possible – with due consideration to the time limits listed in clause 8.

7 Cancellation of payments/orders authorised by the user

Both the agreement holder and the user may cancel orders for account transfers and payments by means of payment forms placed via Danske Association eBanking. Cancellation is possible up to and including the last business day prior to the business day on which the order is to be executed.

Payments via Betalingsservice (direct debit) may be cancelled up until the 7th day of the month of payment. If this day is not a business day, the deadline is the preceding business day.

See Questions & Answers in Danske eBanking for guidelines on how to cancel payments before expiry of deadlines.

Orders for average-price trades (not immediate trades) may be cancelled on the same business day as they are placed, while orders for future trades in financial instruments may be cancelled until the business day before the execution date. See the help function in Danske eBanking for guidelines on how to cancel orders for trades in financial instruments.

Please contact Danske Bank about cancellation of other types of orders.

8 Unauthorised payments/orders

If the agreement holder and the user believe that one or more payments/orders have been executed without the user's authorisation, they must contact Danske Bank as soon as possible after becoming aware of the unauthorised transaction.

In assessing whether we have been contacted in due time, we attach importance to the agreement holder's and the user's duty to check entries in the agreement holder's accounts and custody accounts (see clause 6). In all circumstances, the agreement holder or the user must contact us within a period of four months after the amount was charged to the agreement holder's account.

8.1 Processing of disputes regarding unauthorised payments

Once the agreement holder or the user has contacted us, we will investigate the dispute. While we do so, the amount in question is normally deposited into the agreement holder's account.

If we subsequently find the dispute to be unjustified, we will withdraw the amount from the agreement holder's account. If our investigation shows that another person has used Danske Association eBanking fraudulently, the agreement holder will be liable in accordance with the rules specified in clause 9, Agreement holder's liability.

If we find the dispute to be unjustified, we are entitled to charge interest from the date on which the amount was credited to the agreement holder's account to the date on which it was withdrawn. We may also charge a fee for producing copies of relevant advices (see the list of charges).

9 Agreement holder's liability

When the user's MitID has been used, the following applies:

- The agreement holder is liable for losses up to DKK 375 (the amount of excess) as a result of unauthorised use of the user's MitID.
- The agreement holder is liable for losses up to DKK 8,000 (including the amount of excess) if we can prove that the user's MitID was used and the user did not contact us to block the agreement as soon as possible after having discovered that the user had lost their MitID codes or that another person had obtained their password and/or one or more codes.
The same applies if the user has informed the unauthorised user of their password and/or one or more of the codes but is not fully liable for the loss under Danish law, or if, through gross negligence, the user made unauthorised use possible.

- The agreement holder is liable for the full loss if the user's MitID was used and we can prove that the user disclosed their password and/or one or more of codes to the unauthorised user and that the user realised, or ought to have realised, that there was a risk of unauthorised use.
- The agreement holder is also liable for the full loss if the user has committed fraud or has deliberately omitted to protect their MitID (see clause 3) or block the agreement (see clause 21).
- However, the agreement holder is not liable for losses arising after we have been asked to block the agreement.

Further information about the provisions on liability is provided in sections 97, 98 and 100 of the Danish Act on Payments.

If the user's MitID is used for other Danske eBanking agreements under which the user has access as user, the rules on liability set out in these agreements apply (see clause 4).

10 Danske Bank's liability

Danske Bank's liability is described in Danske Bank's General conditions.

11 Use of information in Danske Association eBanking

Price information and other services in Danske Association eBanking are intended for use exclusively by the agreement holder and the user. The information must not be disclosed to others, whether against payment or not, unless we have consented to such disclosure in writing.

12 Complaints

In case of disagreement on the agreement holder's business relations with Danske Bank, the agreement holder should always contact the agreement holder's branch.

The agreement holder is also welcome to contact Danske Bank on +45 70 123 456 (the line is open seven days a week). This will enable us to make sure that such disagreement is not due to a misunderstanding.

If the agreement holder still disagrees or is not satisfied with the outcome of the complaint, the agreement holder may contact Danske Bank's Legal Department, which is in charge of handling customer complaints. The address is as follows:

Danske Bank
Compliant Management Function
Holmens Kanal 2-12
1092 København K
klageservice@danskebank.dk

If the agreement holder is still not satisfied with the outcome of the complaint, a complaint may be filed with the Danish Complaint Board of Banking Services or the Consumer Ombudsman.

13 Changes to the terms and conditions and features of Danske Association eBanking

We may always change these terms and conditions and the features of Danske Association eBanking without notice if the changes are to the advantage of the agreement holder. If the changes are to the disadvantage of the agreement holder, we may change them by giving two months' notice. The agreement holder will be notified of any changes either by physical mail or digitally, for example by email or a digital message in Danske eBanking.

When we change the terms and conditions, the agreement holder must inform us – before the changes take effect – if the agreement holder does not want to be bound by the new terms and conditions. If the agreement holder fails to do so, we consider the changes to be accepted by the agreement holder.

If the agreement holder informs us that the agreement holder does not want to be bound by the new terms and conditions, the agreement will be considered to be terminated when the new terms and conditions take effect.

14 Termination of agreement

The agreement holder may terminate the agreement on Danske Association eBanking without notice.

We may terminate the agreement in writing by giving two months' notice. In the event of breach of agreement, we are, however, entitled to terminate the agreement without notice.

Orders placed and agreements entered into prior to the date of termination will be executed and performed (see, however, clause 1.1).

15 Costs associated with access to and use of Danske Association eBanking

The current list of fees and charges is available at www.danskebank.dk/foreninger/vilkaar.

We may charge a fee for helping to recover funds transferred to a wrong account by the user/agreement holder by mistake because the user stated a wrong identification code.

16 Assessment of applicants

Before offering Danske Association eBanking, we will make an individual assessment of our business relations. We are entitled to refuse entering into an agreement with the agreement holder and to refuse the person designated as user by the agreement holder.

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

When the user uses Danske Association eBanking, we register the user ID, the payer's and any payee's account numbers, the amount and the date of the transaction.

If the system is used for transferring amounts, we forward information about the amount and transaction date as well as any message to the payee. Data is 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 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 during the year of registration and for the following five years.

18 User's trading in financial instruments

If the agreement holder wants the user to be able to trade financial instruments on behalf of the agreement holder, the agreement holder should ensure that the user knows the relevant elements of the agreement holder's investment profile. The agreement holder and the user must also be aware that the agreement holder risks incurring a loss on an investment.

We recommend that both the agreement holder and the user read the Information about trading in financial instruments document before the user trades financial instruments.

Information is provided about investment profile, types of financial instruments and choice of investments, etc.

The agreement holder and the user must also be aware that special rules on tax and inside information apply to trading in financial instruments. Danske eBanking's help screens and the Information about trading in financial instruments document provide further information about this.

19 Automatic registration for receipt of documents (mail) from Danske Bank in digital mailbox

These terms and conditions apply only if the agreement holder does not have e-Boks.

On entering into an agreement on Danske Association eBanking, the agreement holder automatically registers for receipt of documents (mail) from Danske Bank in the digital mailbox in Danske eBanking.

The agreement holder receives documents digitally to the same extent and with the same legal effect as the agreement holder would physical mail.

When the agreement holder has authorised the user to use Danske Association eBanking, only the user has access to the digital mailbox.

19.1 Documents received digitally

The agreement holder receives all documents that we send digitally in the digital mailbox. The agreement holder thus no longer receives the documents by physical mail. The documents received digitally are documents such as account statements, trade confirmations, payment advices and various overviews/summaries.

Danske Bank will regularly add new documents to the range it sends digitally to the agreement holder.

19.2 Storage etc.

We store documents sent digitally to the digital mailbox for at least the year during which the documents were sent plus five years. The agreement holder should, however, be aware that the documents will be deleted if the agreement holder switches to another bank or terminates the Danske eBanking agreement for another reason.

If the agreement holder wants to store the documents, the user can print them or save them to a computer. We recommend that the agreement holder and the user agree on the method of storing documents and the computer to be used for storage.

19.3 Responsibility

19.3.1 Agreement holder's responsibility

On behalf of the agreement holder, the user is responsible for opening and checking, on an ongoing basis, documents received digitally from the bank. The user should carefully check documents received digitally in the same manner as the user would check documents received by physical mail. Moreover, the agreement holder has the same responsibility as would be the case had the documents received digitally been received by physical mail.

If the user does not have access to Danske Association eBanking for a while, the agreement holder must contact us immediately to inform us whether to send the documents by physical mail instead.

19.3.2 Danske Bank's responsibility

Danske Bank's responsibility is governed by the rules on liability set out in Danske Bank's General conditions. We reserve the right to send documents that are normally sent digitally by physical mail instead.

19.4 Deregistration

The agreement holder and the user may always deregister for digital receipt of documents from Danske Bank. The deregistration must be in writing. The user may also deregister for digital receipt of documents directly in Danske Association eBanking.

The agreement holder should note that it may take up to 12 days from receipt of deregistration before the change takes effect.

Danske Bank may charge a fee for sending documents that would normally be sent digitally by physical mail when digital receipt of documents has been deselected.

19.5 Termination of agreement

If the Danske eBanking agreement is terminated - irrespective of the reason - it will no longer be possible to receive documents in the digital mailbox.

19.6 Digital payment information [Betalingsservice (direct debit)]

If the agreement holder now or later chooses to pay bills through Betalingsservice (direct debit), the automatic registration for receipt of documents (mail) from Danske Bank in a digital mailbox also covers the agreement holder's payment information.

The agreement holder will therefore receive the payment information in the digital mailbox. On behalf of the agreement holder, the user receives the documents digitally to the same extent and with the same legal effect as they would physical mail.

19.6.1 Storage

The digital payment information will be available in the general part of Danske Association eBanking in the month in which the payment is made and for the following 13 months.

The payment information is stored in the digital mailbox according to the guidelines set out in clause 19.2.

If the agreement holder wants to store the digital payment information, the user can print it or save it to a computer.

19.6.2 Receipt of physical documents

If the agreement holder wants to receive payment information (Betalingsservice (direct debit) payment summaries) in physical form, the agreement holder must deregister for digital receipt of documents. The agreement holder will then receive all documents from Danske Bank by physical mail.

If the agreement holder wants to deregister for digital receipt of Betalingsservice (direct debit) payment summaries, the agreement holder must do so at least 12 days before the first day of the month from which the change is to take effect. Only in this way will the agreement holder be sure to receive the documents by physical mail from the requested month.

19.6.3 Change of bank

If the agreement holder switches to another bank, the agreement holder must arrange with the new bank how to receive payment information.

19.6.4 Special conditions

The registration for Betalingsservice (direct debit) is subject to the General conditions for Betalingsservice debtors in force from time to time.

20 Technical requirements

In order to use Danske Association eBanking, a computer with Internet access and a web browser installed must be available. The specific requirements for the computer are described at www.danskebank.dk/danskenetbank.

21 Blocking and notification in case of unauthorised use and irregularities

21.1 Unauthorised use of the user's MitID and blocking

If the user suspects unauthorised use of the user's MitID, the user must contact us or MitID immediately (see clause 3.5 of the Terms and conditions for MitID).

21.2 Blocking of this agreement

The agreement holder and the user can block this agreement by calling Card Service on +45 70 20 70 20. The service is open 24 hours a day, 365 days a year. We will subsequently forward written confirmation of the blocking, specifying the time when we received the request for blocking of the agreement.

The user can also block access to the agreement by blocking the user's MitID.

We also reserve the right to block the agreement without notice if we discover or suspect irregularities or unauthorised use of the agreement.

The agreement holder or the user must inform us immediately if they discover or suspect irregularities or unauthorised use of the agreement.

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

We will contact the agreement holder if we suspect or discover unauthorised use of the agreement. We will also contact the agreement holder if we become aware of potential security threats. We will contact the agreement holder in a secure way, for example by sending a message in Danske eBanking, Danske Netpost or e-Boks, or by sending an email or calling the agreement holder.

22 New copies of these terms and conditions

These terms and conditions are also available at www.danskebank.dk under Andre sites - Foreninger - Produkter - Konto til Foreninger - Priser og Vilkår or at www.danskebank.dk/foreninger/vilkaar.

23 Customer Support - tel. +45 70 123 456

Customer Support will answer questions about the installation and use of Danske Association eBanking.

Customer Support is open for business during the following hours:

Monday-Friday: 9am-9pm Weekends and public holidays: 10am-4pm

Normal call charges apply to calls to Customer Support. Customer Support can also be contacted via Danske eBanking and at www.danskebank.dk.