

**Netbank agreement (Private)**

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**Parties**

Customer Netbank Demokunde c/o IT - Vestjysk Bank Industrivej Syd 13C 7400 Herning	Civil reg. no./CVR no. 4560037592
Bank Vestjysk Bank Stab Industrivej Syd 13C 7400 Herning post@vestjyskbank.dk	

**Contents**

The above parties have this day entered into an agreement on the customer's registration with and use of Netbank.	
User: User-ID:	
Special circumstances	
Conditions	
<p><b>1. Netbank</b></p> <p>1.1 This agreement sets out the terms and conditions for the customer's registration with and use of Netbank. The customer has received and accepted the terms and conditions stated on the following pages. In addition, the General Terms of Business of Vestjysk Bank applicable from time to time, which the customer has also received and accepts, apply along with the rules on Netbank's security solution, MitID, see clause 2.1.1 in the Terms and Conditions for Netbank.</p> <p>1.2 This agreement comprises all existing and future accounts and custody accounts with Vestjysk Bank held by the customer, including any changes agreed with the customer from time to time.</p> <p>1.3 By concluding this agreement, the customer accepts to:</p> <p>a) take any measures necessary to protect the customer's personal security details, see clause 2.1. of the Terms and Conditions for Netbank;</p> <p>b) use Netbank in accordance with this agreement; and</p> <p>c) inform Vestjysk Bank as soon as possible when the customer becomes aware of any loss, misappropriation of the customer's personal security details and any other unauthorised use of Netbank.</p> <p>1.4 Furthermore, the customer declares that he or she has been informed and accepts that the access to Netbank is personal for the customer, and that access by other persons or companies to the customer's accounts requires a separate agreement with Vestjysk Bank.</p> <p>1.5 The customer must for his or her own account keep the equipment and necessary Internet connection software intact, if necessary according to Vestjysk Bank's instructions.</p>	<p>1.6 The customer must ensure that a proper antivirus program is installed on the computer and active at all times, and that such program is updated.</p> <p><b>2. Contents</b></p> <p>2.1 Netbank gives the customer access to use the customer's accounts electronically in connection with transfers, etc., and the customer may retrieve information about the customer's accounts and custody accounts, etc. Netbank also gives the customer the possibility of electronically concluding and approving agreements with Vestjysk Bank. When connecting to and using Netbank via Mobilbank, see clause 2.1.2 of the Terms and Conditions for Netbank, the customer may use selected Netbank functionalities via mobile units (smartphones and the like). Vestjysk Bank reserves the right to restrict one or more functionalities available to the customer by giving notice thereof.</p> <p>2.2 The customer's use of MitID when connecting to and approving financial transactions in Netbank is subject to the rules for use of MitID applicable from time to time, which the customer will receive when the MitID is issued. The rules are also available at <a href="http://www.mitid.dk">www.mitid.dk</a>.</p> <p>2.3 Certain functionalities covered by this agreement, see clauses 2.4-2.8, are subject to separate rules and must comply with such rules to the extent they deviate from this agreement with Terms and Conditions for Netbank. This applies, inter alia, to rules on the revocation of orders and deadlines for disputing payment transactions and to amendments to and termination of the separate rules.</p> <p>2.4 When the customer registers with Netbank, he or she also registers with Betalingservice and accepts to receive electronic payment information via statements and lists in Netbank and e-Boks. See "Rules for Betalingservice debtors" attached hereto as appendix.</p>

**Netbank agreement (Private) - continued**

2.5 When the customer registers with Netbank, he or she also registers with electronic mail (e-Boks). Use of e-Boks via Netbank requires that e-Boks is able to identify the customer by means of his or her civil registration number and that Vestjysk Bank is able to identify any notices that the customer retrieves from e-Boks. The customer hereby consents that Vestjysk Bank and e-Boks exchanging the customer's civil registration number between them. Vestjysk Bank receives the customer's consent on behalf of and may pass on the consent to e-Boks. See "General rules for electronic mail (e-Boks)" attached hereto as an appendix.

2.6 The customer may conclude agreements with Vestjysk Bank via Netbank, including agreements for additional functionalities and products in Netbank. The customer will in that connection receive information as to whether Vestjysk Bank or the specific circumstances involved entitle the customer to a right of cancellation with respect to the specific transaction, etc. In the event of transactions and payments which the customer wants to have processed immediately, on a certain date or within a certain deadline, any right of cancellation granted to the customer under applicable consumer law or by Vestjysk Bank must only apply until such time at which the customer's order must be processed by Vestjysk Bank.

2.7 Netbank allows the customer to specify his/her "NemKonto" which will be disclosed to public authorities as the customer's NemKonto pursuant to the Danish Act on public payments. It is the customer's own responsibility to specify another account number or change his/her NemKonto should the customer so wish. It is also the customer's own responsibility to inform certain public authorities if payments are to be transferred to a different account. Netbank allows the customer to change his/her NemKonto, but it is not possible to cancel or delete it as this must be effected by a public authority or at [www.nemkonto.dk](http://www.nemkonto.dk).

2.8 Netbank provides a budget functionality allowing the customer to prepare a budget. All calculations included in the budget functionality are indicative only, and Vestjysk Bank makes reservations for any errors in the calculations. Consequently, Vestjysk Bank recommends that the customer contact Vestjysk Bank before making any major financial decisions in reliance on the calculations.

**3. Documentation**

3.1 The information about entries stated in Netbank is not necessarily final. The customer must verify that payment requests are executed by checking movements in the accounts, by making inquiries and subsequently controlling entries and statements of account, if any.

**Signatures**

Date \_\_\_\_\_

\_\_\_\_\_  
Netbank Demokunde

3.2 The customer accepts that lists of account entries, bank statements, if any, trading confirmations and other documentation may be received electronically. It is the responsibility of the customer to retrieve and print electronic statements and documents.

**4. Liability**

4.1 Vestjysk Bank may at any time, without incurring liability, refuse to effect payments, transfers, etc. if the limitations agreed with Vestjysk Bank are not observed, or if the funds available in the account are insufficient for a transfer. Vestjysk Bank is not liable for any losses suffered by the customer due to business interruption preventing the use of the system or due to interruption of the customer's access to retrieve information or give instructions. Vestjysk Bank's liability is limited, see the below terms and conditions to which reference is made.

**5. Amendments and termination**

5.1 The contents of Netbank and the terms and conditions applicable thereto are amended on a regular basis. Such amendments must be in accordance with clause 8 of the Terms and Conditions for Netbank, and if a new functionality, which is subject to payment of a fee or which may have material financial consequences for the customer, is added to Netbank, notice must be given thereof to the customer in accordance with the Terms and Conditions for Netbank, or the customer must accept the functionality separately via Netbank or by an agreement with Vestjysk Bank.

5.2 Either party may terminate this agreement in accordance with clause 9 of the Terms and Conditions for Netbank.

**6. Language, etc.**

6.1 This agreement is entered into in the English language, and any communication between the customer and Vestjysk Bank must be in either the Danish or the English language.

6.2 The customer may at any time request to receive the agreement and the information and terms and condition to which reference is made therein in paper form or on any other durable medium. Vestjysk Bank may make such information available to the customer in Netbank.

Date \_\_\_\_\_

\_\_\_\_\_  
Vestjysk Bank

## Terms and Conditions for Netbank (Private)

### 1. Definitions

#### 1.1 The customer

The customer is the person who enters into an agreement with Vestjysk Bank on the use of Netbank. Registration takes place after an individual assessment of the customer relationship, and Vestjysk Bank is entitled to refuse to enter into an agreement with a customer.

#### 1.2 Netbank

Netbank is a payment service subject to the rules set out in the Danish Act on Payments (betalingsloven). The Act also applies to payment transactions processed in the customer's payment accounts in Netbank. Netbank also allows the customer to electronically conclude and approve other agreements with Vestjysk Bank. Agreements concluded and approved electronically are not considered payment services unless so stipulated in the specific agreement.

#### 1.3 Payment transaction

A payment transaction is an act initiated by a payer, on behalf of a payer or by a payee for the purpose of making payments or transferring or withdrawing funds with no regard being taken to any underlying obligations between the payer and the payee. This could, for example, be an order for payment or transfer from a payment account placed by the customer in Netbank, or by the payee pursuant to agreement with the customer.

#### 1.4 Payment account

A payment account is an account established for the purpose of completing payment transactions. Netbank allows the customer to manage payment accounts by way of payment or transfer orders. Examples of such accounts are the customer's current and budget account.

#### 1.5 Other accounts

Other accounts are accounts which are not payment accounts, such as custody accounts or accounts about which the customer may only make inquiries.

#### 1.6 Working day

Working days are all days except Saturdays, Sundays, Danish public holidays, 5 June (the Danish constitution day), the Friday following Ascension Day, 24 December and 31 December.

#### 1.7 Personal security details

By personal security information is meant that the customer authenticates - as instructed - with MitID.

With MitID, this is done with the customer's User ID/ User name as well as a MitID authenticator chosen by customer. Password is for MitID hardware token, chip and audio code token only.

## 2. Use of Netbank

### 2.1 Access to Netbank and security solutions

The customer is connected to Netbank via the Internet from a computer by means of Netbank's security solution, MitID, see clause 2.1.1. The customer can also connect to Netbank via Mobilbank when on the Internet from a mobile unit (smartphone or the like) by means of a security solution consisting of a user number/civil reg. no. and a personally selected PIN code and MitID, see clause 2.1.2.

#### 2.1.1 Access by means of MitID

2.1.1.1 MitID consists of a user-ID/username and a MitID authenticator chosen by the customer. Password is for MitID hardware token, chip and audio code token only. When the customer is logging in for the first time he might be met by a prompt for his CPR-number, so that Vestjysk Bank are able to match MitID to a customer based on CPR-number. This is a condition for continuing.

2.1.1.2 When the customer is connected to Netbank via MitID, the customer's Netbank is linked to the customer's Netbank user.

2.1.1.3 Each time the customer needs to use Netbank, the customer must use MitID access at log on. By subsequent approval of transactions, the customer must use MitID access.

2.1.1.4 The customer's use of MitID in Netbank is subject to the rules on the use of MitID, which the customer has received when the MitID was issued, and which are available at [www.mitid.dk](http://www.mitid.dk). The customer must comply with said rules, including the rules for the means of identification and security with respect to use, both when connecting to Netbank and when approving transactions in Netbank.

#### 2.1.2 Access via Mobilbank

2.1.2.1 Access via Mobilbank requires that the customer has a mobile unit (smartphone or the like) with Internet access. The operating system of the mobile unit must support the application required to be downloaded by the customer in order to use Netbank via Mobilbank. The technical requirements are available at [www.tjekpc.dk](http://www.tjekpc.dk). Information on the selected functionalities and the procedure on the use of Mobilbank is available on Vestjysk Bank's website.

2.1.2.2 Access via smartphone requires that the customer already has access to Netbank by means of MitID and has registered the functionality in Netbank.

2.1.2.3 The customer will then need to create a personally selected PIN code, which ought to be learnt by heart or stored in a secret place. Choose a code which is difficult to break. Therefore, do not choose a code which contains several identical numbers or other easy codes, such as date of birth.

2.1.2.4 The customer will gain access to Mobilbank by entering the user number/civil reg. no. and the personally selected PIN code. In addition, the customer must at the initial use of Mobilbank, and in few other situations, use MitID.

2.1.2.5 The user number and the personally selected PIN code are personal and must not be assigned to others. The personally selected PIN code ought to be learnt by heart. The customer must not reveal the code to others or in any other way allow others to learn the code. If the customer fails to learn the code by heart or wishes to store the code, the code must be stored securely. The code must never be stored together with the user number/civil reg. no. The rules on the use of the customer's MitID appear from the rules on MitID, see clause 2.1.1.

2.1.2.6 After three unsuccessful entries of the PIN code, the connection will be disconnected, and access to Mobilbank will be blocked automatically for security reasons. The customer can see the date and time of such blocking in Netbank.

#### 2.1.3 Information on the general use of Netbank

2.1.3.1 The customer accepts legally binding financial transactions in Netbank when entering his or her personal security details.

2.1.3.2 The customer may conclude and approve agreements with Vestjysk Bank electronically in Netbank.

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2.1.3.3 For certain transactions and agreements in Netbank, Vestjysk Bank may for security reasons request the customer to confirm the transaction and his or her identity by way not only of the customer's personal security details, but also of an additional functionality in Netbank, such as entry of an one-off access code sent via SMS to the customer's mobile phone. Information on limitations on certain transactions in Netbank is available upon request to Vestjysk Bank.

2.1.3.4 Where a customer has not met the requirements or fails to provide the information required for the additional functionality/functionality(ies) which may be employed by Vestjysk Bank for certain transactions and agreements (e.g. the customer's mobile number) Vestjysk Bank may choose to limit the customer's access to perform such transactions and agreements in Netbank.

2.1.3.5 The customer may change his or her access code and the personally selected PIN code or report his or her new mobile number in Netbank during Netbank's opening hours. Furthermore, the customer may report his or her new mobile number by contacting Vestjysk Bank.

2.1.3.6 The customer is entitled to use Netbank and its functionalities during Netbank's opening hours. The customer cannot use Netbank in the event that Vestjysk Bank or Bankernes EDB Central (BEC), which is the data processing centre of Vestjysk Bank, becomes a party to an industrial dispute. The customer will be informed as soon as possible when such a dispute commences or ends. Furthermore, the customer cannot use Netbank in the event of any other technical interruptions of operations.

### 2.2 Power of attorney

2.2.1 The customer's access to Netbank is strictly personal. The customer may not allow any other person to use his or her Netbank access or personal security details. The customer may only give others access to accounts, etc. covered by this agreement by granting a separate power of attorney, and only if the attorney is a customer with Vestjysk Bank.

2.2.2 The power of attorney must be in writing and unambiguous, and the content of the power of attorney must be identical with that of Power of Attorney - self-service systems. In addition, the power of attorney is subject to approval by Vestjysk Bank. The attorney must enter into a separate Netbank agreement in order to gain electronic access to the accounts etc. covered by the power of attorney.

### 2.3 Blocking

2.3.1 The customer's obligation to block access to Netbank

2.3.1.1 The customer is obliged to contact Vestjysk Bank as soon as possible on tel. 96632000 or block access to Netbank via Netbank, if:

- \* others have obtained knowledge of the customer's personal security details
- \* the customer finds out or suspects that his or her access to Netbank is being misused
- \* the customer in any other way suspects that his or her access to Netbank may be misused

2.3.1.2 Outside Vestjysk Bank's opening hours or Netbank's opening hours, the customer may block access to Netbank by contacting Nets A/S on telephone +45 44 89 29 29, which is manned 24/7. The customer must state his or her name, address, name of the bank to which the customer's Netbank agreement is linked and, if possible, the civil registration number or user-ID.

2.3.1.3 Vestjysk Bank will send a written confirmation to the customer specifying the time when the blocking was received and the reason for the blocking.

### 2.3.2 Vestjysk Bank's right to block the customer's access to Netbank

2.3.2.1 Vestjysk Bank is entitled to block access to Netbank, if:

- \* Vestjysk Bank blocks the accounts linked to Netbank.
- \* there is reasonable suspicion that the customer's accounts are being misused, including where the customer is in breach of the Terms and Conditions of this agreement or any agreed limitations in the use of the customer's accounts. This also applies if, with respect to payment accounts with a credit facility attached, there is a significantly increased risk that the customer cannot meet his or her obligations.
- \* there is reasonable suspicion of misuse of the customer's personal security details in connection with an electronic conclusion of agreement.
- \* there is reasonable suspicion of virus or computer hacker attack or similar security related causes, including three unsuccessful entries of the personally selected PIN code.

2.3.2.2 Vestjysk Bank will inform the customer in writing before the blocking, if possible, or immediately after the blocking, stating the time of the blocking and, if possible, the cause of the blocking, unless information on the cause of the blocking may harm security in Netbank. Vestjysk Bank may cancel the blocking when the causes of the blocking are not longer present.

2.3.2.3 Netbank may otherwise be reopened by contacting Vestjysk Bank. If the customer's personally selected PIN code to be used for access via Mobilbank has been blocked, the customer must remove such blocking in Netbank himself or herself.

### 2.3.3 Consequences of blocking

2.3.3.1 Blocking will cut off access to Netbank. Already booked transactions are not comprised by the blocking. Vestjysk Bank will to the extent possible prompt a discontinuation of transactions ordered, but not yet booked. It is, however, not always possible to discontinue an order, no matter if the transaction has been booked or not. Payments of loan proceeds or other transactions resulting from agreements concluded and approved electronically by the customer in Netbank and which have not yet been processed are to the extent possible suspended.

### 2.4 Agreements concluded electronically

2.4.1 The customer may conclude and approve agreements with Vestjysk Bank electronically in Netbank by entering the customer's personal security details.

2.4.2 When the customer has approved documents or agreements in Netbank by entering the customer's personal security details, the customer will be obliged towards Vestjysk Bank in the same way as if the customer had signed the agreement physically.

2.4.3 These terms and conditions apply to electronic conclusion of agreements unless otherwise stipulated in the specific agreement documents. The liability rules on electronic conclusion of agreements are set out in clause 6 below, and the provisions in clauses 4 and 5 below do therefore not apply to agreements concluded electronically.

2.4.4 The liability rules on agreements concluded and approved electronically by the customer differ in the individual agreements and will appear from the contents of the individual agreement. Clauses 4 and 5 below do therefore not apply to agreements concluded and approved electronically unless otherwise explicitly stipulated in the specific agreements.

2.4.5 When an electronically concluded agreement has been approved, the customer may only terminate the agreement in accordance with the provisions set out in the agreement.

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### 2.5 Customer's placement of orders

2.5.1 The customer may place orders in Netbank by entering the information indicated in the system.

2.5.2 In order to complete a payment transaction, the customer must select the payment account in Netbank from which payment is to be effected and enter information on the payee, e.g., reg. no. and account number, IBAN and Swift code (for international transfers), FI creditor no. (for payment forms) and any other information required for identification of the payee as indicated in Netbank.

2.5.3 Vestjysk Bank may choose to offer one or more of the types of transfer mentioned below:

- a) Standard transfer
- b) Same-day transfer
- c) Immediate transfer

2.5.4 The customer may choose between the types of transfer offered by Vestjysk Bank from time to time.

2.5.5 The customer approves the order by entering his or her personal security details and maybe also by confirming the transaction and the customer's identity via a supplementary functionality in Netbank, see clause 2.1.3.3.

2.5.6 Vestjysk Bank deems an order for a payment transaction which has been completed in accordance with the unambiguous identification code as indicated by the customer in the order as correctly completed.

2.5.7 An order for a payment transaction is considered as having been received by Vestjysk Bank on the day the customer approves his or her order in Netbank. Orders for payment transactions approved by the customer to be completed on a payment date later than today's date will be considered to be received on this later date. If the day on which the customer approves the order in Netbank is not a working day, or the later payment date as instructed by the customer is not a working day, the order will be considered to be received on the following working day. However, this does not apply to payment transactions in respect of which an immediate transfer order is placed as the customer may use an immediate transfer to transfer funds in real time 365 days a year.

2.5.8 In respect of payment transactions for which a same-day transfer order is placed, orders for payment transactions must be submitted to Vestjysk Bank before a specified cut-off time to be completed at the requested date. In respect of payment transactions for which an immediate transfer order is placed, the transfer is effected immediately upon receipt of the transfer order if the payee's bank approves that the transfer can be made. Further information about cut-off times placement of orders and completion time in Netbank is available from Vestjysk Bank on request.

### 2.6 Limitations in completion (cover, etc.)

2.6.1 Payments and transfers are only completed if sufficient funds are available in the account in question.

2.6.2 Payments ordered with payment dates later than the day of the order will be effected on the payment date if sufficient funds are available for all payments due on the day in question. Where the total amount of payments due exceeds the funds available in the account, all payments will be refused, and the payment date will be postponed until the following banking day when the procedure will be repeated. If one or more of the refused payments are to be carried out within the limits of the funds available in the account, the refused payment(s) must be accepted again.

2.6.3 Vestjysk Bank is under no obligation to complete payments if insolvency proceedings are commenced against the customer or if the customer dies.

### 2.7 Maximum time of completion

2.7.1 An order for a payment transaction will always result in a withdrawal from the customer's account on the payment date indicated by the customer in the order (see, however, clause 2.6 above). The amount is credited to the account with the payee's bank at the closure of the first working day following the transaction date stated by the customer in the payment order (see, however, clause 2.6 above).

2.7.2 Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for a standard transfer are completed (credited to the payee's account) no later than at the closure of the first working day following the transaction date stated by the customer in the payment order (see, however, clause 2.6 on cover and clause 2.5.7 on receipt of orders and cut-off times). Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for a same-day transfer are completed on the same day (see, however, clause 2.6 on cover, clause 2.5.7 on receipt of orders and clause 2.5.8 on cut-off times above). Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for an immediate transfer are completed in real time, 24 hours a day, 365 days a year (see, however, clause 2.6 on cover). Further information on Vestjysk Bank's expected maximum completion time and the terms of use of same-day transfer and immediate transfer is available from Vestjysk Bank on request. However, Vestjysk Bank is not responsible for the transfer being effected within the expected maximum completion time.

2.7.3 International payment transactions or transactions denominated in foreign currencies are subject to special completion time.

2.7.4 Information about the completion time for all types of payment transactions is available from Vestjysk Bank on request.

### 2.8 Revocation and refusal of orders

2.8.1 Orders for payment transactions may be revoked via Netbank during Netbank's opening hours no later than on the day before the selected payment date.

2.8.2 If orders are revoked on the same day as the transaction date, such revocation is possible only on application to Vestjysk Bank and only if the payment has not yet been remitted to the payee. Vestjysk Bank may charge a fee for the revocation.

2.8.3 Unrecorded transactions will, in general, not be completed if the customer no longer has access to an account/a custody account via Netbank after termination of the Netbank agreement; if an account/a custody account is blocked by Vestjysk Bank, or if the account/custody account no longer exists on the payment date.

2.8.4 On the basis of a specific assessment, Vestjysk Bank is entitled, but not obliged, to change or refuse a transfer order placed by the customer if Vestjysk Bank believes that the order or part thereof is the result of an error on the part of the customer.

2.8.5 Where an order is changed or refused by Vestjysk Bank, Vestjysk Bank must inform the customer without undue delay by telephone and electronically or by ordinary mail. If the refusal concerns a payment transaction, Vestjysk Bank will state the reason for the refusal and the procedure for correcting the error that caused the refusal.

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### 2.9 Statement of account and control

2.9.1 Where account movements have occurred in the customer's payment accounts and other accounts/custody accounts, the customer will receive information on such movements on a daily basis via lists of account entries, etc., in Netbank. Information on the customer's payment accounts is available in Netbank for a period of no less than 13 months.

2.9.2 Agreements concluded electronically are available to the customer in Netbank for a period of five years after the customer has approved the agreement. Moreover, the customer may at any time have electronically concluded agreements mailed to him or her by contacting Vestjysk Bank.

2.9.3 In addition, statements and other documentation, including trading confirmations, etc. may be sent electronically or by ordinary mail in accordance with the rules for accounts and custody accounts and agreements with Vestjysk Bank. Vestjysk Bank may charge a fee therefore.

2.9.4 It is the responsibility of the customer to retrieve, print and save electronic statements, agreements and documents, etc.

2.9.5 The customer must regularly check the entries into his or her accounts via the lists of account entries in Netbank and by control of the content of any statements of accounts, trading confirmations and other documentation relating to the customer's accounts. The customer must observe the deadline set out in clause 2.10 below.

2.9.6 If, during such regular checks, the customer detects transactions which the customer has not approved or made, the customer must contact Vestjysk Bank as soon as possible.

2.9.7 Lists of account entries in Netbank and statements of account, if any, etc., may show entries that have not yet been paid into the account/custody account in full. The customer may request to receive a copy of documentation from previous periods against payment of a fee, if any, see the General Terms of Business of Vestjysk Bank. Documentation can be printed in the current year plus five year.

### 2.10 Notification

Vestjysk Bank will notify the customer of any suspicion of or actual incidents of any misuse or security threats. Vestjysk Bank will notify the customer either by telephone, through Netbank or any other equally secure means of communication.

### 2.11 Unauthorised payment transactions

2.11.1 If the customer finds that one or more payment transactions have been completed in the customer's payment accounts, which have not been approved or made by the customer, the customer must contact Vestjysk Bank as soon as possible after he or she has become aware of such unauthorised transaction. When assessing whether the customer has contacted Vestjysk Bank in due time, emphasis will be given to the customer's obligation to regularly check the entries in the customer's accounts, see clause 2.9.5. The customer must in any circumstances contact Vestjysk Bank no later than 13 months from completion of the transaction in the customer's account.

### 2.12 Costs

2.12.1 Costs and fees in connection with the customer's registration with and use of Netbank and its functionalities will appear from Vestjysk Bank's list of charges.

2.12.2 At least once a month, Vestjysk Bank will provide information on specific fees charged in connection with the customer's payment accounts in Netbank. As for the customer's other accounts, information on specific fees will be provided in Netbank and in connection with any transcripts or other documentation submitted to the customer pursuant to the rules for accounts and custody accounts as well as agreements with Vestjysk Bank.

### 2.13 Message to the bank

2.13.1 Netbank enables the customer to send messages to Vestjysk Bank through Netbank. No messages to Vestjysk Bank through Netbank should contain instructions for payment, transfers or other transactions, including any purchase or sale of securities, irrespective of whether such transactions would otherwise be possible through Netbank.

2.13.2 Vestjysk Bank's access to messages through Netbank may be delayed or impeded notwithstanding confirmation of a message having been sent through Netbank. If the time of Vestjysk Bank's reading of the message is important, the customer should not only use *message to the bank*, but also contact the bank directly, however not through Netbank.

## 3. Use of the system, title and data security

### 3.1 Title and use of Netbank

3.1.1 Vestjysk Bank has title to and copyright of the computer programs and systems used in Netbank, except from the customer's own or any licensed Internet access software. The customer only has a limited right of use of Netbank for the term of this agreement. The programs may not be changed or copied.

3.1.2 The access granted to use computer programs with related services via Netbank is exclusively for the customer's own use, and any passing on thereof to others with or without consideration is prohibited.

3.1.3 Netbank is checked for virus before the customer is connected.

3.1.4 The customer is obliged, at his or her own expense, to keep intact any equipment and applications necessary for connection via the Internet, according to Vestjysk Bank's instructions, if required.

3.1.5 The customer is obliged to ensure that a proper anti-virus program is installed on the computer and activated at all times and to ensure that such program is updated.

3.1.6 Technical requirements for the customer's equipment, operating system, Internet access, etc. are available at [www.tjekpc.dk](http://www.tjekpc.dk).

3.1.7 The customer must check the computer, software and data for virus before use. If virus is found, the customer may not use Netbank.

3.1.8 Before using Netbank, the customer must ensure that Netbank or the relevant application for Mobilbank is distributed by Vestjysk Bank or Vestjysk Bank's data processing centre, i.e., Bankernes EDB Central (BEC).

3.1.9 Vestjysk Bank reserves the right - without notifying the customer - to implement changes of Vestjysk Bank's computer programs and records on which the agreed services are based.

### 3.2 Data security

3.2.1 Vestjysk Bank and Bankernes EDB Central (BEC) have to the widest possible extent taken the measures necessary for safeguarding data security, including measures to prevent the unauthorised access of others to the customer's data. Vestjysk Bank is, however, unable to guarantee that Netbank is 100% secure.

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3.2.2 Neither Vestjysk Bank nor Bankernes EDB Central (BEC) is responsible for information being passed on to others due to data transmission errors or due to third parties intervening in the data transmission connection.

3.2.3 The customer must immediately inform Vestjysk Bank of any irregularities noticed by the customer in respect of data and user security, including any misuse of the customer's personal security details.

### 3.3 Consent to use, storage and passing on of personal information and information about purchase, etc.

3.3.1 On registering for Netbank, the customer consents to the processing of his or her personal data in connection with the supply of this service, including the processing for use of and in connection with the execution or correction of payment transactions. The personal data that may be processed includes, for instance, civil registration numbers, addresses and account numbers. The customer may withdraw his or her consent at any time, but in doing so, the customer must be aware that the customer cannot use Netbank.

3.3.2 When Netbank is used, the user-ID, the account number of the customer and the payee, if any, amount, transaction date, and data of the system used (e.g. model and version of operating system used and data on the installation, serial number of the network interface card and hard disk etc.) may be registered for identification purposes and security reasons. If Netbank is used for the transfer of amounts, Vestjysk Bank will send information about amount and transaction date to the payee. Information on the name, address, etc. of the payer will be passed on in the form in which it is registered by Vestjysk Bank or by the customer. The payee will receive such information via his or her own bank.

3.3.3 If Netbank is used for the transfer of funds into a foreign account, information may be passed on to the American authorities if it is suspected that the purpose of the transfer is to finance criminal or terrorist activities.

3.3.4 Information is only passed on if required by law, or if such information is to be used in legal proceedings between the customer and Vestjysk Bank, or otherwise in pursuance of the General Terms of Business of Vestjysk Bank.

3.3.5 Information will be stored by the payee, if any, by the payee's bank and by Vestjysk Bank. The information is used for Vestjysk Bank's bookkeeping, in statements of accounts and in connection with any subsequent correction of errors. Information will be stored for five years.

3.3.6 When the customer uses MitID for connection to and use of Netbank, Vestjysk Bank will forward certain information on the user to Nets DanID A/S in its capacity of data processor in accordance with the rules for the use of MitID.

3.3.7 Netbank uses cookies, i.e. information placed by Netbank on the customer's computer, which identifies the computer to Netbank. Cookies are used for the purpose of transferring or facilitating the transfer of communication via Netbank or for the purpose of providing functionalities/services expressly requested by the customer, for example with respect to the choice of language or the like. If the customer has set his or her computer to refuse cookies, certain Netbank functionalities/services may not work or may not work optimally.

3.3.8 The customer is entitled to be informed about the information collected and processed by Bankernes EDB Central (BEC) or Vestjysk Bank about the customer, subject to certain statutory exceptions. The customer is furthermore entitled to object to such collection and to any further processing of the customer's personal information. Moreover, the customer is entitled to have his/her personal information updated if required. Reference is made to the General Terms of Business of Vestjysk Bank.

## 4. Customer's liability

4.1 The provisions set out in this clause 4 only apply when the customer uses Netbank's payment services. The provisions do not apply to agreements concluded electronically unless they, according to their content, constitute a payment service.

4.2 In the event of misuse of access to Netbank by another person, Vestjysk Bank will cover the loss, unless the loss is covered by one of the provisions set out below.

4.3 The customer must cover losses of up to DKK 375 (own risk) incurred in connection with any misuse of the access to Netbank caused by another person's use of the customer's personal security details.

4.4 The customer must cover losses of up to DKK 8,000 if the customer's personal security details have been used, and

- a) the customer has failed to notify Vestjysk Bank immediately after having become aware that the customer's personal security details have become known to another person; or
- b) the customer has disclosed his or her personal security details to the person who has carried out the unauthorised use without the customer having realised or being supposed to realise the risk of misuse; or
- c) the customer has made the unauthorised use possible due to gross negligent conduct.

4.5 The customer is liable in full for any loss, if

- a) the customer has disclosed his or her personal security details to the person carrying out the unauthorised use; and
- b) the customer realised or ought to have realised the risk of misuse

4.6 Moreover, the customer is liable in full for any loss if the customer has acted fraudulently or has deliberately refrained from meeting his or her obligations to protect his or her personal security details, see clauses 2.1.1 and 2.1.2, or has refrained from blocking access to Netbank, see clause 2.3.1.

4.7 The customer is not liable for any unauthorised use of Netbank, which takes place after the customer has informed Vestjysk Bank that access to Netbank must be blocked.

4.8 The customer is only liable pursuant to clauses 4.3, 4.4 and 4.5, if the transactions are correctly registered and booked.

4.9 It is pointed out that the payee is liable for any loss to the customer if the payee realised or ought to have realised that the person using Netbank was unauthorised to this effect, and Vestjysk Bank may under certain circumstances be held liable where a payee realised or ought to have realised that a payment was unauthorised.

4.10 The liability rules are set out in sections 97-102 of the Danish Act on Payments.

## Terms and Conditions for Netbank (Private)

### 5. Vestjysk Bank's liability

5.1 The provisions set out in this clause 5 only apply when the customer uses Netbank's payment services. The provisions do not apply to agreements concluded electronically unless they, according to their content, constitute a payment service.

5.2 Vestjysk Bank is liable for any loss suffered by the customer caused by unauthorised use of Netbank, unless otherwise is provided for in clause 4 or below.

5.3 Vestjysk Bank is liable in damages if it fulfils the agreed obligations too late or in an inadequate manner due to errors or omissions.

5.4 Even under circumstances where Vestjysk Bank is subject to stricter liability, Vestjysk Bank is not liable for any losses due to:

5.4.1 breakdowns of/inability to access IT systems or damage to data in such systems as a result of the below events, irrespective of whether the operation of such systems is the responsibility of Vestjysk Bank itself or an external supplier;

5.4.2 failures in the power supply or telecommunications of Vestjysk Bank, statutory interventions or administrative orders, acts of God, war, riots and civil commotion, sabotage, terrorism or wilful damage (including computer virus and hacking);

5.4.3 strikes, lockouts, boycotts or blockades, irrespective of whether the conflict is aimed at or instigated by Vestjysk Bank or its organisation and irrespective of the reason of the conflict. The foregoing also applies to situations where the conflict only affects parts of Vestjysk Bank; and and

5.4.4 other circumstances beyond the control of Vestjysk Bank.

5.5 Vestjysk Bank is not exempted from liability in cases where:

5.5.1 Vestjysk Bank should have foreseen the event causing the losses at the time when the agreement was concluded or should have avoided or overcome the cause for the losses; or

5.5.2 Current legislation in any event makes Vestjysk Bank liable for the circumstances causing the loss.

5.6 Vestjysk Bank is not liable for losses due to:

5.6.1 Interruptions of operations preventing the use of Netbank, including denied access to Netbank or to Vestjysk Bank's computer systems or the disruption of the connection irrespective of whether such interruption has been caused by Vestjysk Bank itself or is due to external circumstances;

5.6.2 Blocking of the customer's accounts if there is well-founded suspicion of misuse of the customer's accounts or the customer's access to Netbank

5.6.3 Change or refusal of transfer orders due to intervention by Vestjysk Bank, see clause 2.8.4 above.

5.7 Furthermore, Vestjysk Bank is in no event liable for indirect losses suffered by the customer, including operating loss, loss of interest, loss of time, loss of goodwill or for damage to the customer's property, including loss of data or programmes, not even if such damage is due to a defect in Vestjysk Bank's product. This applies irrespective of whether Vestjysk Bank has been informed of the risk of such loss, or whether Vestjysk Bank has acted negligently.

### 6. Liability rules regarding electronic conclusion of agreements

6.1 The customer is liable for losses incurred by Vestjysk Bank' due to unauthorised use of Netbank for electronically concluding and approving agreements if the customer has acted in a negligent manner giving rise to liability under the general rules of Danish law, including in particular where the customer, contrary to the rules on use of MitID applicable from time to time, has disclosed his or her personal security details to the person who has performed or enabled the unauthorised use.

6.2 Vestjysk Bank is only liable for the customer's loss due to the unauthorised use of Netbank for electronically concluding and approving agreements if Vestjysk Bank has acted in a negligently manner giving rise to liability under the general rules of Danish law.

6.3 Even in situations subject to stricter liability, Vestjysk Bank is not liable for any loss caused by the circumstances set out in clauses 5.4 to 5.6.

6.4 Furthermore, Vestjysk Bank is in no event liable for indirect losses suffered by the customer, including operating loss, loss of interest, loss of time, loss of goodwill or for damage to the customer's property, including loss of data or programmes, not even if such damage is due to a defect in Vestjysk Bank's product. This applies irrespective of whether Vestjysk Bank has been informed of the risk of such loss, or whether Vestjysk Bank has acted negligently.

### 7. Product liability

7.1 Vestjysk Bank is not liable for losses due to the customer installing and using, and connecting to and using Netbank unless such liability results from mandatory provisions of the Danish Product Liability Act (produktansvarsloven).

### 8. Amendments

8.1 Amendments to this agreement which are to the customer's disadvantage may be made at two months' notice. Any other amendments to this agreement are not subject to any notice. The customer will be notified via Netbank or other written or electronic notification. The customer is obliged to notify Vestjysk Bank of any changes to his or her postal address or email address, and the customer bears full responsibility for ensuring that he or she receives any notifications on amendments if the customer has failed to report a change in the email or postal address.

8.2 Amendments to this agreement will be deemed as adopted, unless the customer has notified Vestjysk Bank that he or she does not wish to be bound by the amended terms before the date of commencement of such amended terms.

8.3 Where the customer announces that he or she does not wish to be bound by the amended terms, the agreement will be deemed as terminated at the date of commencement of the amended terms.

### 9. Termination

9.1 Vestjysk Bank may terminate this agreement without cause by giving 2 months notice. In the event of termination, the customer will get a refund of a proportional share of any prepaid fees pertaining to payment services. The agreement may, however, be cancelled without notice if the customer breaches any of the terms and conditions hereof. The customer is aware that any failure on the part of the customer to comply with his or her duties under this agreement will be regarded as breach of agreement.



**Terms and Conditions for Netbank (Private)**

9.2 The customer may terminate this agreement by giving 1 month notice. Termination must be in writing or via Netbank.

**10. Complaints**

10.1 In the event that the customer wishes to file a complaint, the customer may contact Vestjysk Bank. If Vestjysk Bank fails to satisfy the complaint, the customer may contact the Danish Financial Services Complaints Board or the consumer ombudsman.

10.2 If the complaint concerns Vestjysk Bank's activities as a provider of payment services, the customer may file a complaint with the Danish Financial Supervisory Authority.

**11. Supervision and guarantee scheme**

11.1 Vestjysk Bank is subject to supervision by the Danish Financial Supervisory Authority and is registered under registration number 7730.

11.2 Vestjysk Bank is covered by the Guarantee Fund for Depositors and Investors. The Fund covers certain losses suffered by depositors and investors in the event of a restructuring proceedings or bankruptcy in accordance with the rules applicable to depositors and investors set out in the Danish Act on a Guarantee Fund for Depositors and Investors.

## General rules for Betalingsservice debtors

### 1. Special rules for Betalingsservice debtors

#### 1.1 Registration

1.1.1 The customer's registration with Betalingsservice is subject to the "General conditions for Betalingsservice debtors", see below, and the special rules set out in this clause 1.

1.1.2 This Netbank agreement makes up the customer's BS debtor agreement.

#### 1.2 BS mandates

1.2.1 BS mandates may be given using the accounts which the customer may choose in Netbank when giving a new BS mandate.

1.2.2 Any applicable mandates appear from the list of mandates in Netbank.

1.2.3 The customer is entitled to change the account numbers for BS mandates in Netbank.

#### 1.3 Betalingsservice prenotification

1.3.1 Information of future payments will appear from a list found under "future payments" in Netbank. In addition, the customer will receive his or her Betalingsservice prenotifications by ordinary mail or digitally, see below.

#### 1.4. Digital payment information

1.4.1 If the customer has registered with digital mail (e-Boks) via the Netbank agreement, he or she will receive digital payment information in e-Boks and will no longer be entitled to receive printed Betalingsservice prenotifications. However, Vestjysk Bank may, if it deems it necessary, choose to also send printed Betalingsservice prenotifications to the customer. If the customer has registered with digital mail (e-Boks) and specifically wishes to receive printed Betalingsservice prenotifications, he or she may enter into agreement with Vestjysk Bank to such effect.

#### 1.5 Termination of BS mandates

1.5.1 The customer may cancel BS mandates via Netbank. Cancelled BS mandates will not be included in the list of BS mandates in Netbank.

### 2. General conditions for Betalingsservice debtors May 1, 2020

#### 1. What is Betalingsservice?

Betalingsservice is a payment service you can use to pay bills in Danish kroner to creditors who are using the system. When you have given a Betalingsservice mandate, the creditor can initiate payments from your payment account to the creditor's account.

Betalingsservice is intended for recurring payments, but creditors can also initiate one-off payments. Betalingsservice may also be used for credit transfers in some cases.

The access to create Betalingsservice mandates is subject to you having entered into a Betalingsservice debtor agreement with Vestjysk Bank, as described in section 3.

### 2. Definitions

#### 2.1 Creditor

The creditor is the company that you are paying according to the Betalingsservice mandate.

#### 2.2 Debtor

You are the debtor who is paying according to the Betalingsservice mandate.

#### 2.3 Nets A/S

Nets A/S, CVR no. 20 01 61 75, is the company that provides Betalingsservice. As a payment service provider, Nets is subject to supervision by the Danish FSA. You can contact Nets regarding Betalingsservice in two ways. You can either contact Nets' customer service by telephone or use a contact form. Further information is available on the website: [www.betalingservice.dk](http://www.betalingservice.dk).

#### 2.4 Betalingsservice debtor agreement (Debtor agreement)

A debtor agreement is an agreement between you and Vestjysk Bank that enables you to use Betalingsservice.

#### 2.5 Betalingsservice mandate (Mandate)

A mandate is an agreement between you and the creditor that allows the creditor to initiate payments from you through Betalingsservice.

#### 2.6 Betalingsservice pre-notification

A Betalingsservice pre-notification lists the coming month's payments from your payment account. You will receive a Betalingsservice pre-notification in the manner you have agreed with Vestjysk Bank, i.e. digitally or by ordinary mail.

#### 2.7 Digital payment information

Digital payment information is a digital delivery of payment details e.g. via your online bank or your digital mailbox, such as e-Boks. Digital payment information may contain notification texts from the creditors and attachments included as supplement to the Betalingsservice pre-notification.

#### 2.8 Banking days

Banking days are all days except Saturdays, Sundays, Danish public holidays, the Friday after Ascension Day, Constitution Day in Denmark (5 June), 24 December and 31 December.

#### 2.9 Payment date

The payment date is the day on which the amount is debited from your payment account. Payments are processed on banking days only.

#### 2.10 Refusal

The payment date is the day on which the amount is debited from your payment account. Payments are processed on banking days only.

#### 2.11 Returns

When a payment is returned, the amount will be returned from the creditor's account to your account. You or Vestjysk Bank may request the return of an already completed payment if the conditions are met; see section 9.

## General rules for Betalingservice debtors

### 3. Registration with Betalingservice

It is a prerequisite for using Betalingservice that you have entered into a debtor agreement with Vestjysk Bank.

The debtor agreement may be incorporated into the agreement you have with Vestjysk Bank concerning the payment account that you want to use for Betalingservice.

If you wish to use Betalingservice, you must contact Vestjysk Bank. Unless otherwise provided by law Vestjysk Bank is not obliged to enter into a debtor agreement with you but will determine, based on an individual assessment, whether you are eligible to use Betalings-service.

Once you have entered into a debtor agreement with Vestjysk Bank, you are free to create as many mandates as you need.

If you do not have a debtor agreement, Vestjysk Bank has the right to return any completed payments and cancel any mandates in accordance with section 9.

### 4. Mandates

#### 4.1 Effect of mandates

When you create a mandate, you authorise the creditor to initiate transfer of amounts between your payment account and your creditor's account on the payment date specified by the creditor.

#### 4.2 Creation of mandates

You can create mandates through various channels or solutions that are made available to you. This could e.g. be:

- \* Through creditor
- \* Through Vestjysk Bank
- \* Through Nets A/S

#### 4.3 Mandate creation request from creditor

If you, in connection with a purchase of a product or service, wish to assign future payments to Betalingservice, the creditor can send you a mandate creation request. The creditor will need your mobile- or CPR-number in order to send you the request.

#### 4.4 Mandates in the Betalingservice pre-notification

When you create a new mandate, it will be listed in the Betalings-service pre-notification as newly registered.

Payments will at the earliest be executed through Betalingservice when the mandate is listed in the Betalings-service pre-notification. Until the mandate appears on the Betalings-service pre-notification, you will have to pay the creditor by other means of payment.

#### 4.5 Identification and approval

Your identity must be verified, and you need to approve the mandate, if you create the mandate digitally through a solution provided by Nets or Vestjysk Bank. You can verify and approve through MitID or other similar solution.

If the mandate is not created digitally, creditor or Vestjysk Bank must also ensure documentation of your identity and your approval of the mandate.

No identification or approval are necessary for subsequent payments according to the mandate.

For additional information about the possibilities for you to refuse or return a payment, see section 9..

#### 4.6 Change of account number

If you want to change the account, to which a mandate is associated, you must arrange this with Vestjysk Bank. If you change your account number because you are about to switch banks, you must contact your new bank.

#### 4.7 Transfer a mandate to another debtor

If you want to transfer a mandate to another person, then you have to terminate the mandate and the new debtor needs to create a new mandate, unless Vestjysk Bank ensures consent and sufficient documentation for the transfer from you to the new debtor. Thereby the bank can complete the transfer of mandate.

The provision also applies in the event that the receiving debtor is already jointly obligated with you by the mandate, and as a result of the transfer of mandate will be the only obligated person in the future e.g. in case of a divorce.

### 5. Processing of personal data

By entering into a debtor agreement you accept that Vestjysk Bank or creditor discloses the necessary information about you to Nets A/S, in order to identify you and execute the Betalings-service agreement.

The privacy policy for Betalings-service is available on the website [www.betalings-service.dk/privat/gdpr](http://www.betalings-service.dk/privat/gdpr). In the privacy policy you can read about your rights, legal basis, which types of your personal data Nets A/S processes and how Nets secures your personal data.

If you do not want your personal data to be processed in Betalings-service, you can terminate the debtor agreement at any time cf. section 12. When the debtor agreement is terminated, you will not be able to use Betalings-service.

### 6. Pre-notification in Betalings-service

#### 6.1 Betalings-service pre-notification

If you have payments in the month to come, you will receive one or more Betalings-service pre-notifications.

As a general rule, you will receive the Betalings-service pre-notification digitally. Vestjysk Bank may choose to offer the Betalings-service pre-notification in a printed version.

If you only receive the Betalings-service pre-notification digitally, you must be aware of the terms on digital payment information in section 7.

#### 6.2 When will you receive the Betalings-service pre-notification?

If you receive the Betalings-service pre-notification digitally, it will be available to you before the change of the month.

If you have payments due during the next month, the printed Betalings-service pre-notification will arrive at your address before the change of the month, assuming the postal service operates at a normal level.

#### 6.3 Content of the Betalings-service pre-notification

The Betalings-service pre-notification includes information about the amount, the payment date, the creditor's name and information about the payment enabling you to identify the payment.

Along with the Betalings-service pre-notification you may receive attachments with additional information from the creditor.

#### 6.4 Pre-notification as an invoice

The Betalings-service pre-notification and the attachments may serve as an invoice. The same applies to digital payment information.

## General rules for Betalingservice debtors

### 6.5 Printed copy of the Betalingservice pre-notifications

You may request a printed copy of the Betalingservice pre-notification at Vestjysk Bank. The copy can be printed in the year in which payment has been made and during the subsequent five calendar years.

You can obtain information about the cost of a printed version from Vestjysk Bank

## 7. Special rules on digital payment information

### 7.1 Access to digital payment information

Your digital payment information will be available in your online bank and/or your digital mailbox in the month during which the payment was completed and at least in the subsequent 13 months.

Vestjysk Bank can tell you how long the digital payment information is stored in your online bank, whereas the provider of the digital mailbox can inform you likewise.

If you need to store digital payment information for a longer period of time, Vestjysk Bank and/or the provider of your digital mailbox can inform you of your options for storing or printing the payment information. Vestjysk Bank can also provide information about what you should do, if you change bank.

### 7.2 Your obligations in connection with digital payment information

It is your responsibility to check that you have received the Betalingservice pre-notification and any additional payment information, such as the notification text from the creditor and any attachments included as a supplement.

You must contact Vestjysk Bank immediately, if you have not received an expected digital Betalingservice pre-notification at the end of a month or if you discover faults in your equipment preventing you from receiving this information digitally. The bank will then make sure that the payment information is submitted again - either digitally or as a printed copy.

If you do not contact Vestjysk Bank immediately, you might miss the deadline for rejecting or requesting a refund of a payment, according to section 9.1.

It is your responsibility to ensure that your own equipment, such as computers, software and Internet access, is suitable for the receipt of digital payment information. You are also responsible if the lack of access to the information is due to circumstances relating to e.g. your Internet service provider.

## 8. Completion of payments

### 8.1 Sufficient funds on your account

There must be sufficient funds on your account on the payment date. If there are insufficient funds on the account on the day in question, Vestjysk Bank will be entitled to return a payment; cf. section 9. 9.3.

### 8.2 Time of execution of payments

The amount is debited on your account on the payment date as indicated by the creditor in the Betalingservice pre-notification.

### 8.3 Establishing the payment date

The creditor must specify a payment date in accordance with your agreement. If you want the creditor to change an agreed payment date, you must mutually agree to this.

### 8.4 Payment and receipt

Payment from your account through Betalingservice has the effect of discharging you from your payment obligation.

You are entitled to consider an account statement specifying the payment as evidence that payment was completed. However, this does not apply if the payment is subsequently returned.

### 8.5 Maximum execution time

The maximum total execution time is one banking day.

## 9. Refusals and requests for return of payments

### 9.1 General deadline

No later than on the seventh day of the month of payment, you can refuse a future payment or request a return of a payment made in the month in question.

If you can see that there is a pending payment on the Betalingservice pre-notification on e.g. the 25th, you may refuse the payment no later than the seventh day of the payment month.

If the payment has already been completed, the amount will be returned to your payment account from the creditor's account. Information about the return will appear on your account statement.

A payment can only be refused or returned in full.

The refusal or the request for return of a payment only applies to the actual payment and thus not to any future payments under the mandate. If you wish to stop all future payments to a creditor, you must cancel your mandate with the creditor in question, cf. section 11.1 or cancel your debtor agreement, if you do not wish to use Betalingservice any longer; cf. section 12.

### 9.2 How to refuse/request return of a payment

You must give Vestjysk Bank notice no later than on the seventh day of the payment month, if you wish to refuse/request return of a payment.

You can give your notification digitally in your online bank, by letter to Vestjysk Bank, or in some other way, if you have agreed this with Vestjysk Bank.

### 9.3 Vestjysk Bank's return of payments

Vestjysk Bank may return a payment if:

- \* there are insufficient funds on your account on the payment date and the payment exceeds DKK 1,000
- \* you have not entered into a debtor agreement with Vestjysk Bank
- \* Vestjysk Bank has terminated the debtor agreement before the payment date
- \* the mandate has expired because, prior to the payment date, you no longer hold an account with Vestjysk Bank
- \* the payment data is incorrect or processing is incorrectly executed.

Vestjysk Bank request for a return must be received by Nets A/S no later than two banking days after the payment date. If Nets A/S receives the request on time, Nets will ensure that the full amount is returned from the creditor's account to your account.

Vestjysk Bank will notify you of the return once it has been completed.

### 9.4 Expiry of deadlines

If the deadline for refusal or request for return is not on a banking day, the deadline is the following banking day.

## General rules for Betalingsservice debtors

### 10. Objections

#### 10.1 Unauthorised and incorrectly executed payments

A payment is considered to be unauthorised, if a valid mandate is not in force.

A payment is considered to be incorrectly executed, if it is not registered and logged correctly, or if the payment is affected by technical failure or similar failure caused by Nets A/S or Vestjysk Bank, e.g. if there is a discrepancy between the notified and the charged amount.

#### 10.2 Your options to object

You may file an objection towards Vestjysk Bank regarding:

- \* an incorrectly executed payment
- \* an unauthorised payment when you have not given a mandate to the creditor to use Betalingsservice for the debt in question.

If you believe a completed payment was incorrectly executed or unauthorised, you must contact Vestjysk Bank as soon as possible after you become aware of the irregularity and no later than 13 months after the payment date.

If the payment was incorrectly executed or unauthorised, the payment will be refunded in full through Vestjysk Bank. You will be compensated as if the payment had not been executed.

#### 10.3 Expiry of deadlines

If the deadline for filing an objection is not on a banking day, the deadline is the following banking day.

### 11. Termination of mandates

#### 11.1 Your termination of a mandate

You may at any time notify Vestjysk Bank or a creditor that you wish to terminate a mandate.

#### 11.2 When will your termination become active?

Your termination of a mandate will become active as soon as possible. Termination will at the latest become active for payments that are to be executed three banking days after Nets A/S received the termination from Vestjysk Bank or from the creditor.

#### 11.3 Discontinuation of mandates due to non-use

A mandate can be discontinued if it is not used for a period of 15 months. If a mandate is discontinued, you will receive a message hereof in the Betalingsservice pre-notification.

#### 11.4 Termination of the debtor agreement

If your debtor agreement with Vestjysk Bank has been terminated, cf. section 13, all mandates created under the debtor agreement will be cancelled.

#### 11.5 If the creditor stops using Betalingsservice

If the creditor no longer wishes to use Betalingsservice, your mandate with the creditor will be cancelled automatically.

#### 11.6 Consequence of termination or discontinuation

When a mandate is terminated or has been discontinued, the creditor can no longer initiate payments from your account. A payment that have been notified but not yet executed will not be completed.

Mandates, that have been terminated or discontinued, will be listed on the Betalingsservice pre-notification.

### 12. Your termination of the debtor agreement

#### 12.1 No time limit for your termination

You may at any time terminate your debtor agreement with Vestjysk Bank.

#### 12.2 Consequence of your termination

If you terminate the debtor agreement, all mandates registered under it will be cancelled. This entails that the creditor will not be able to use Betalingsservice to initiate any future payments from you.

Even if payments are listed on the Betalingsservice pre-notification, they will not be executed, if the payment date is later than the termination date of the debtor agreement.

#### 12.3 When will your termination notice become active?

Your termination of the debtor agreement will become active as soon as possible and at the latest for payments that are to be executed three banking days after Vestjysk Bank received the notice of termination.

### 13. Vestjysk Bank's termination of the debt- or agreement

#### 13.1 Vestjysk Bank's notice of termination

Vestjysk Bank may terminate your debtor agreement with at least two months written notice.

Vestjysk Bank may furthermore terminate the debtor agreement without notice, if you are in material breach of your contractual obligations with Vestjysk Bank. You will receive a written, justified notification from Vestjysk Bank. This applies e.g. in repeated case of insufficient funds on your account, cf. section 8.

#### 13.2 Consequence of termination of the debtor agreement

If your debtor agreement with Vestjysk Bank is terminated, mandates registered under the debtor agreement will be cancelled. This entails that you will no longer be able to use Betalingsservice to pay your creditors.

### 14. If Vestjysk Bank fails to meet its obligations

If a payment in Betalingsservice is not completed due to the fact that Vestjysk Bank is subject to formal restructuring or insolvency proceedings, the creditor may claim the amount from you in a different way.

In such circumstances, the creditor cannot claim usual remedies for breach of contract due to the non-execution of the payment, provided that you pay within the new payment date set by the creditor.

### 15. Vestjysk Bank's liability

Vestjysk Bank is liable if, by reason of error or negligence, it performs its agreed duties late or defectively.

Even in areas of increased liability, Vestjysk Bank is not liable for losses arising from:

- \* breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below, regardless of whether Vestjysk Bank itself or a third-party supplier is responsible for the operation of these systems
- \* failures in Vestjysk Bank's power supply or telecommunications, legal actions or administrative acts, natural disasters, war, revolt, civil unrest, sabotage, terrorism or malicious damage (including computer viruses and hacking), strikes, lockouts, boycotts or blockades, irrespective of whether the dispute is directed against, or was instigated by Vestjysk Bank itself or its organisation, and irrespective of the reason for the dispute. This also applies if the conflict affects only parts of Vestjysk Bank
- \* other circumstances beyond Vestjysk Bank's control.

## General rules for Betalingservice debtors

Vestjysk Bank's exclusion from liability does not apply where:

- \* Vestjysk Bank ought to have foreseen the circumstances that caused the loss when the agreement was entered into, or where it ought to have avoided or overcome the cause of the loss
- \* Vestjysk Bank is liable by law in all circumstances for the circumstances causing the loss.

### 16. Prices

#### 16.1 Bank

You should contact Vestjysk Bank, if you wish to be informed of any prices in related to Betalingservice.

#### 16.2 Creditor

Some creditors require payment for the use of Betalingservice.

This should be specified along with the collection of the payment.

### 17. Change and disclosure of the rules

#### 17.1 Notification of changes

Changes to these rules that are unfavourable to you are subject to two months' notice. Other changes may be made without prior notice. You will be notified of changes, e.g. by email, ordinary mail or in your online bank.

#### 17.2 Acceptance of changes

You are deemed to have accepted the notified changes unless you inform Vestjysk Bank that you do not wish to be bound by the new rules. In such a case, you will be deemed to have terminated the debtor agreement as of the date when the changes enter into force.

#### 17.3 Disclosure of rules

You may at any time request Vestjysk Bank to provide you with a copy of this document with the General rules for Betalingservice debtors.

### 18. Applicable law, legal venue and disputes

These conditions are governed by Danish law.

You may contact Nets A/S if you wish to complain about Nets A/S or Nets A/S's products.

If you wish to complain about the creditor's collection, you must contact the creditor.

Disputes in relation to your or the creditor's bank may be brought before the Danish Complaint Board of Banking Services as well as the ordinary courts in Denmark with the court in the jurisdiction of your bank as the proper venue.

Any disputes relating to Nets A/S' role as a payment service provider may be brought before the Danish Financial Supervisory Authority.

Nets A/S is authorised to operate as a payment institution under the Danish Financial Supervisory Authority's FT No. 22002.

### 19. Language

This is a translation of the Danish version of the General rules for Betalingservice debtors. All communication with you will be in Danish.

In case of any discrepancy between the versions, the Danish version will take precedence over any other version of the General rules for Betalingservice debtors.

## General rules for electronic mail (e-Boks)

### 1. Definitions

#### e-Boks

e-Boks is a personal mailbox on the Internet. In e-Boks the customer may receive electronic mail from a number of providers, for example, the customer's Netbank, local authority, etc.

### 2. Choice of electronic mail

2.1 These rules establish the terms and conditions under which the customer may receive electronic printouts from Vestjysk Bank in the customer's e-Boks.

2.2 The customer hereby chooses to receive information and printouts from Vestjysk Bank as electronic mail in the customer's e-Boks and chooses not to receive paper printouts. Depending on the customer's Netbank configuration, the customer may, in certain cases, choose not to receive certain types of mail in the e-Boks. If the customer's Netbank configuration does not offer this facility, the customer may contact Vestjysk Bank to have such a facility set up. However, Vestjysk Bank reserves the right to send paper-based printouts by ordinary mail.

2.3 The agreement includes all of the customer's existing and future accounts and custody accounts with Vestjysk Bank with those amendments which may be agreed upon with the customer on a current basis.

### 3. Contents

3.1 The customer will receive information and printouts as electronic mail in the customer's e-Boks where he or she has previously received such information by ordinary mail or has received electronic mail via Vestjysk Bank's Netbank. Different types of mail that have either been sent by ordinary mail or electronically, are hereafter only sent to e-Boks. It is a precondition that the customer sets up an e-Boks, see clause 3.3 below.

3.2 The types of printouts that the customer may receive in his or her e-Boks, are expanded on an ongoing basis. All printouts have been divided into different types of mail. It depends on the customer's Netbank whether the extension takes place automatically. The customer may choose not to receive certain types of mail by contacting Vestjysk Bank.

3.3 The customer or his or her users may via Netbank

- set up an e-Boks;
- establish access to an already existing e-Boks via Netbank;
- in certain cases register or deregister different types of mail, and
- log on to his or her inbox and folders in e-Boks and change registrations, edit and delete the contents and settings of the e-Boks.

3.4 The customer will only gain access to electronic printouts sent to his or her e-Boks after registration with and acceptance of the terms and conditions for e-Boks.

3.5 The customer may choose to receive an e-mail every time Vestjysk Bank sends electronic mail to e-Boks.

3.6 The customer may continue to order printouts on paper against a fee in accordance with Vestjysk Bank's existing rules.

### 4. Storage and control of printouts in e-Boks

4.1 Vestjysk Bank stores the contents of the electronic printouts sent from Vestjysk Bank to the customer's e-Boks according to current legislation.

4.2 The electronic printouts are stored in e-Boks according to the current rules and terms and conditions accepted by the customer in relation to e-Boks.

4.3 The customer must on an ongoing basis open and control the printouts that he or she receives from Vestjysk Bank.

### 5. Use, storage and passing on of personal information

5.1 In connection with electronic printouts, Vestjysk Bank observes the same rules on storage and passing on of personal information as applies to paper-based mail in accordance with Vestjysk Bank's general rules.

5.2 Information is only passed on if required by law, or if such information is to be used in legal proceedings between the customer and Vestjysk Bank.

### 6. Vestjysk Bank's liability

6.1 Vestjysk Bank's liability has been determined in the customer's Netbank agreement and related terms and conditions with Netbank. Vestjysk Bank is not liable for any loss suffered by the customer which may be ascribed to e-Boks or the customer's use of e-Boks.

6.2 Vestjysk Bank is thus not liable for the functionalities of the e-Boks or for their use by the customer and his or her users. This also applies to the user's registration and deregistration of documents from other document providers as well as to the creation and deletion of e-Boks folders.

### 7. Termination

7.1 The customer may at any time terminate this agreement without notice. A period of up to seven working days may pass before a paper printout is sent.

7.2 Vestjysk Bank is entitled to terminate this agreement at one month's notice, at least. The agreement may, however, be terminated without notice where the customer is in breach of the "Terms and conditions of Netbank".

### 8. Amendments

8.1 These terms and conditions may be amended without notice, at any time. Any major limitations in the scope of application of the system are subject to no less than one month's notice, which may be notified electronically.

### 9. Other terms and conditions

The Netbank agreement with terms and conditions is applicable to this agreement.