

SPECIAL TERMS AND CONDITIONS FOR Debit MasterCard Business Cards

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business and the Brochures)

Page 1 of 4

1. These Special Terms and Conditions cover a Danske Bank Debit MasterCard Business Card (the “**Card**”).
2. The Card is for use in connection with an account maintained by us in your name (the “**Card Account**”). The Card may have the following functions not all of which may apply to your Card: to make withdrawals from the Card Account in ATMs, to access PIN activated services, and to make payments from the Card Account for goods and services in selected electronic terminals (**POS Terminals**) and through certain internet sites operated by retailers. The term Transactions(s) where used in these Special Terms and Conditions includes where the Card is used: in an ATM, through the internet, in POS Terminals, or in any other way permitted by us.
3. We will debit to the Card Account the amount of each payment in respect of goods and services and cash obtained by use of the Card and the amount of our charges and any tax, duty or other charge from time to time levied on the Card Account or which we may pay to the Revenue Commissioners on behalf of the cardholder.
4. A PIN will be issued for use in conjunction with the Card to authorise payment in ATMs, to pay for goods and services at POS Terminals and to access other PIN activated services. Outside of Ireland the Card can be used in any ATM displaying the appropriate MasterCard or Cirrus symbol.
5. **Business Use Only**
 - 5.1 A Card may only be used for business purposes and may not be used for personal, family or household purposes. Any cash obtained with a Card must only be used for business purposes.
 - 5.2 You acknowledge that, in entering into this Agreement and in using the Card, you are not acting as a consumer within the meaning of, and are not entitled to the protections afforded by, the relevant laws, regulations and regulatory requirements governing the provision of consumer credit, including (but not limited to) the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended), the Consumer Credit Act 1995 (as amended) but excluding the Central Bank of Ireland’s Consumer Protection Code as amended, supplemented, clarified or replaced from time to time.
6. The Card Account must be operated in credit, at all times, save where an overdraft facility has been separately agreed by us, for the Card Account. In such event, the Card Account must operate within the terms of the overdraft facility. This Agreement shall not of itself be deemed to create an overdraft facility.
7. Any use of the Card which would have the effect of creating or increasing an unauthorised debit balance will not subsequently commit us to paying any further item(s) up to such amounts.
8. Depending on the nature of your business Card Account we may, at your request, issue a Card to a person who is not an account holder (an “**Additional Cardholder**”). If we do so you will be liable for all Transactions effected by use of that Card and they will be debited to your Card Account. You must ensure that each Additional Cardholder complies with the Terms and Conditions which insofar as they apply or are relevant shall be binding on each Additional Cardholder. By requesting the issue of a Card to an Additional Cardholder you authorise us to provide information about you and your Card Account to the Additional Cardholder.
9. In the event we issue you with a Card at your request, you will be bound by the Agreement.
10. We may, from time to time in accordance with Clause 8 of the General Terms and Conditions for Business vary these Terms and Conditions.
11. The Card is our property and must be surrendered on request. We may also suspend its use.
12. Use of the Card will not be valid after the expiry date of the Card; this will not affect your liability for all Transactions effected by use of the Card before its expiration which will be debited to your Account.
13. Details of any payments made from your Card Account using the Card and any charges for use of the Card will be communicated to you in accordance with the terms and conditions for your Account. Where a Transaction authorisation is given, the credit available will be reduced by the amount authorised.
14. **Security**

SPECIAL TERMS AND CONDITIONS FOR Debit MasterCard Business Cards

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business and the Brochures)

Page 2 of 4

- (a) You agree to take the following safety measures to keep the Card and PIN safe and to prevent fraud. In particular you must: sign the Card immediately on receipt; not allow anyone else to use the Card and PIN; take all reasonable steps to keep the Card safe and the PIN secret at all times; never write your PIN on the Card or on anything usually kept or carried with it; keep the Card separate from your cheques; memorise your PIN upon receipt of advice and destroy the advice notice immediately; destroy your Card upon expiry date; and never alter, damage or deface the Card in any manner. You may change or unlock the PIN by accessing the PIN Management Services option on those ATMs which have been authorised to offer this facility. Note the PIN change facilities will be temporarily unavailable during the period the Card is being renewed or replaced.
- (b) If you become aware of any unauthorised payment(s), incorrect payment(s) or error(s) on your Card Account, you must telephone the Bank immediately and, in any event, no later than thirteen months after the date that such unauthorised payment was debited from your Card Account. Your telephone call must be confirmed in writing within seven days.
15. **Lost or Stolen Cards**
- (a) If the Card is lost, stolen or copied, or if you suspect that someone else knows your PIN or has copied the Card, you must, immediately telephone: 1850 700 221 or from outside Ireland + 353 1 484 3701 (24 hour service) or such other number as the Bank may specify. You must confirm your notice to us in writing within seven days. We will provide confirmation of any such notification by you so long as you request the confirmation within eighteen months of making the notification.
- (b) If the Card notified as lost or stolen is recovered, you must immediately report this, using the same procedure as set out in Clause 15(a) and you must not use the Card.
- (c) On being advised of a loss, theft or possible misuse of the Card, or that your PIN has, or may have, become known to someone else or that you suspect the Card has been copied, we will take action to prevent further use of the Card, and we may disclose any relevant information to the appropriate authorities. You must cooperate fully with us and the authorities in our investigations. A Cardholder will give us and any person acting on our behalf all assistance and available information as to the circumstances of any loss, theft or possible misuse of the Card, PIN and/or Password and to help us recover the Card and limit possible loss. Failure to respond to queries raised by the Bank in a timely fashion may prevent recovery of funds by way of chargeback in certain circumstances. For this purpose we may disclose any relevant information to third parties.
16. **Liability**
- (a) Your liability for transactions not authorised by you will be limited to a maximum of €75 in the event of misuse before we have been notified in accordance with Clause 15(a) that the Card has been lost or stolen, or that someone else knows, or may know your PIN or that you suspect that your card has been copied (subject to Clause 16(c) below).
- (b) You will not be liable for transactions not authorised by you and which take place after you have notified us in accordance with Clause 15(a) that the Card has been lost, stolen or copied or that someone else knows or may know your PIN or that you suspect the Card has been copied (subject to Clause 16(c) below).
- (c) You will be held liable for the full amount of any transactions not authorised by you if you have acted fraudulently. You will be held liable for the full amount of any transactions not authorised by you until we have been notified in accordance with Clause 15(a) if you have acted with gross lack of reasonable care or have wilfully failed to comply with the provisions of Clause 14 of these Special Terms and Conditions.
17. (a) You may request certain retailers to give you cash through a POS Terminal up to a maximum permitted from time to time (being at the date of issue of these Terms and Conditions €100).
- (b) you must ensure that details of each Transaction are correctly shown on the advice slip given to you by the retailer or on the PIN pad display, before you authorise the Transaction (you must retain a copy of the advice slip);
- (c) you may be required to sign a Transaction voucher or enter your PIN at POS Terminals to complete Transactions (if you sign a Transaction voucher the retailer may refuse the Transaction if the signature does not correspond with that on the reverse of the Card or is not your signature);
- (d) the retailer may seek authorisation from us or our agent before completing a Transaction and must do so before giving you cash as under Clause 17(a) above. We can refuse to authorise a prospective Transaction if the amount would cause or may cause your Account to become overdrawn which we

SPECIAL TERMS AND CONDITIONS FOR Debit MasterCard Business Cards

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business and the Brochures)

Page 3 of 4

- have not agreed in advance, or if we suspect fraud or any other objectively justifiable reason.
- (e) if a retailer agrees to refund a Transaction, this may be credited to your Card Account;
- (f) we shall not be liable for any failure or delay by a retailer to carry out a function because you are unable for any reason to use your PIN to authorise a Transaction;
- (g) we shall not be liable for any failure or delay by any other person or supplier to accept the Card or PIN in respect of a Transaction, or for the way in which any other person or supplier communicates such failure or delay or any refusal to authorise a prospective Transaction (this includes circumstances where it is not possible to authorise a Transaction, either for systems reasons or because the card is damaged);
- (h) where a supplier becomes liable to make any refund to you, we will credit the amount to be refunded only on receipt of appropriate verification of the refund by the supplier;
- (i) any refund made to you may differ from the original amount debited due to exchange rate fluctuations;
- (j) we will not be responsible for goods and/or services we do not supply and, in relation to such goods and/or services, we will have no dealings with the supplier on your behalf;
- (k) when you use the Card in a POS Terminal, you cannot stop or reverse payment for any reason whatsoever.

18. Transactions

- (a) All Card Transactions will be charged to the Card Account on which the Card is issued when the Card is used: in an ATM; in POS Terminal; or in any other way permitted by us. If we are asked to authorise a

Transaction, the credit available in the Card Account may be reduced by the amount authorised.

- (b) If you use the Card in an ATM, withdrawals will normally be deducted from your Card Account on that, or the next, business day. If you use the Card outside Ireland and UK to obtain cash from an ATM, it may take up to four Business Days or longer for the transaction to appear on your Card Account.
- (c) The amount debited from your Card Account may be different from the original amount authorised at the time of the Transaction due to exchange rate fluctuations. Any Transaction paid by us which creates an unauthorised overdraft may result in additional charges being incurred by you.
- (d) A specified daily maximum limit will be applied to cash withdrawals. Cash withdrawals may only be made if the sum of money sought is held as cleared funds and available for use on the Card Account on which the card is issued.
- (e) The exchange rate that will be applied to any transaction (or refund thereof) that needs to be converted into euro will be based on the exchange rate applied by the card scheme (MasterCard) at the time that the transaction (or refund) is passed to our agents for processing.

A conversion fee which is set by the Bank is also applied to the transaction. The conversion fee is outlined in our "International Products and Services - Fees, charges and services explained" brochure. If the transaction is routed through a Danske Bank UK ATM the applicable selling note rate set by the Bank at the time the transaction is applied to your account will be used to complete the conversion. These exchange rates which will fluctuate continuously and without notice, are available from our website www.danskebank.ie.

If you use the Card in a country which has not adopted the Euro, the merchant may propose converting the amount of the transaction into Euro before processing the transaction. Before you agree to do this, the merchant must tell you any charges and the applicable exchange rate or reference exchange rate. The exchange rate or reference exchange rate used by the merchant may be different from that which would have been used by the Bank had the merchant not carried out the conversion.

- (f) You may be required to register with MasterCard's SecureCode before using your Card to make purchases on the Internet. We accept no responsibility for any damage, expense or loss you may suffer as a result of registering or not registering with MasterCard's SecureCode.

19. Restrictions

- (a) There is a maximum spending limit on each Transaction, but this may be varied from time to time in accordance with Clause 8 of the General Terms and Conditions.

20. Fraud prevention

20.1 To protect against fraud or wrongful use of Cards, at our discretion we may monitor transactions on the Card Account, and we may use automatic systems to do this. If we have objectively justified reasons related to the security of the Card, suspicion of unauthorised or fraudulent use of the Card or a significantly increased risk that you will not be able to repay their indebtedness we may block a Cardholder's right to use a Card or refuse to execute a Transaction. This may mean that valid

SPECIAL TERMS AND CONDITIONS FOR Debit MasterCard Business Cards

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business and the Brochures)

Page 4 of 4

Transactions cannot be authorised. We can make known any withdrawal or refusal to anyone involved in a Transaction. None of these actions will affect your obligations under this Agreement which continue.

20.2 Any withdrawal of a Cardholder's right to use a Card or a refusal to execute a Transaction together with the reasons for such withdrawal or refusal will be notified or made available to you in advance (in accordance with timelines set out in applicable laws, regulations and regulatory requirements) of this occurring or immediately afterwards unless prohibited by legislation, regulation or regulatory requirement. The notice may be by any reasonable means chosen by us (including, but not limited to, post, telephone, fax or Business eBanking).

20.3 If a Card is blocked or a Transaction is refused, the Cardholder may telephone the customer service number on the Card to request the unblocking of the Card or to confirm that the transaction is genuine. As this is more likely to happen when the Card is used abroad, the Cardholder should notify the Bank if he/she will be using the Card outside Ireland, and where this use will occur.

21. You may terminate the Agreement (subject to the provisions of Clause 8 of the General Terms and Conditions) provided you return the Card at the same time. All outstanding cash withdrawals and payments made through POS Terminals, through the internet, or in any other way, will be debited to your Card Account on presentation. We may terminate this Agreement in accordance with Clause 8 of the General Terms and Conditions.

22. We try to give a complete service at all times, but do not guarantee it. Machinery failure, strikes or other causes may prevent us from doing so. We shall not be liable for any loss, damage or inconvenience caused by the failure of any service relating to the use of the Card as a result of industrial action, failure of computer or telecommunications systems, other machinery failure, any error, act or omission by a retailer in processing a Transaction or other circumstances beyond our control or that of our agents or subcontractors.

23. A charge may be levied if the Card is lost, or damaged, and a replacement Card issued. Details of the charges relating to the Card and Transactions effected with it are set out in the applicable Brochure provided to you.