

# SPECIAL TERMS AND CONDITIONS FOR

## Danske Bank Business Card

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions.

In the event of a conflict between these Special Terms and Conditions and General Terms and Conditions, the General Terms and Conditions prevail.)

This product is no longer on sale.

15 November 2012

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### 1. Introduction and Definitions

The use of the Card and PIN is subject to the Terms and Conditions as varied from time to time and to any of the rules of MasterCard current at the time of use. In these Special Terms and Conditions unless the context otherwise requires:

**“Agreement”** means the agreement concerning the provision and use of a Card;

**Card** means a Danske Bank or a National Irish Bank Business Credit Card which we provide to you for use by a Cardholder, and any replacement card.

**Cardholder** means the person to whom we issue any Card at your request;

**Cash Advance** means any cash advance or transfer to another account at the Bank or any financial institution or purchase of traveller’s cheques or foreign currency obtained in any way by use of the Card;

**Business Card Account** means the business card account maintained by us in your name in respect of all Cards;

**Credit Limit** means the maximum debit balance which we will allow on your Business Card Account;

**Individual Credit Limit** means the maximum debit balance which we will allow on an individual Card which we will notify to you and the Cardholder from time to time;

**Merchant** means a retailer, supplier or third party who is authorised to accept the Card;

**Password** means a password chosen by a Cardholder for use with a Card to make Transactions on the Internet;

**PIN** means the personal identification number issued to, or selected by you or a Cardholder from time to time;

**Purchases** has the meaning given in Clause 3.3 below;

**Transaction** means Cash Advances and all amounts which any Cardholder spends on goods or services using the Card or the Card number.

### 2. Business use only

2.1 A Card may only be used for business purposes and may not be used for personal, family or household purposes. Any Cash Advance obtained with a Card must only be used for business purposes.

2.2 You acknowledge that in entering into this Agreement and in using the Card you were and are doing so in the course of your trade, business or profession and that 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].

### 3. Your Business Card Account

3.1 You must hold an associated Danske Bank business account and have at all times sufficient monies in that account to discharge the monthly balance on your Business Card Account. You are not, however, obliged to use that business account for other purposes. You will not be charged for using that account solely for the purposes of discharging the monthly balance on your Business Card Account provided that you do not create a debit balance on that business account] and if you

wish to avail of additional facilities on your business account, you must request them. In exceptional circumstances a Business Card Account may be allowed without an associated business account providing that your Danske Bank relationship manager authorises this. If you choose to close your associated Danske Bank business account or if you do not have sufficient funds to discharge the monthly balance on your Business Card Account, we are entitled to terminate your Business Card Account agreement without notification to you, subject to any applicable provisions of law, regulation or regulatory requirement.

3.2 We will open a Business Card Account in your name and we will provide a Card to you for use by each Cardholder and, when it is necessary for the use of the Card to do so, a PIN.

3.3 We will maintain the Business Card Account in your name and will debit to the Business Card Account the amount of each Transaction in respect of goods and services (**Purchases**) and of each Cash Advance 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 Business Card Account or which we must pay to the Revenue Commissioners on behalf of the Cardholder, charges and taxes are treated as Purchases.

3.4 We will charge to your Business Card Account all Transactions and all other amounts you must pay under the Agreement. Transactions may be made by such means as we accept in each case, whether by presenting the Card, by signed voucher, by entering the PIN, by telephone, by transferring electronic data or otherwise. It will

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- normally take from one to seven days for a Transaction to reach your Business Card Account although in some cases this may take longer. You will be responsible for all Transactions which you or any Cardholder authorise, whatever the manner of such authorisation.
- 3.5 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 your indebtedness we may at any time withdraw a Cardholder's right to use a Card or refuse to execute any Transaction subject to the requirements of applicable laws, regulations and regulatory requirements. We can make known any such withdrawal to anyone involved in the Transaction subject to the requirements of applicable laws, regulations and regulatory requirements. None of these actions affect your or any Cardholder's existing obligations under the Agreement which continue. We can only exercise the right to withdraw use of a Card where there is a valid reason for doing so. Withdrawal of your or any Cardholder's right to use a Card and the reasons for such withdrawal or any refusal to execute a Transaction, where possible, together with the reasons for any such refusal where possible will be relayed to you, in advance or immediately thereafter by telephone, fax, email in writing or person unless such notification is prohibited by applicable law, regulation or regulatory requirement. We may unblock your or any Cardholder's Card, or replace your or any Cardholder's Card with a new one, if the reasons for blocking cease to exist. If you want to request such an unblocking, please contact us on 1850 812 009.
- 3.6 If you exceed your Credit Limit you must immediately repay any excess to us. When calculating whether the Credit Limit has been exceeded we will take into account any other Transactions we have paid or authorised for payment from your Business Card Account.
- 3.7 A person to whom a Card is tendered for Purchases or Cash Advances may seek specific authorisation from us or our agent to honour the Card for any Transaction even if the amount of the Transaction is within the available element of the Credit Limit. Such a person may be asked to verify your identity or obtain other information from you for security purposes. Use of the Card is subject to the agreement of any third party to whom it is tendered. For this reason, we are not responsible for any refusal by a third party to allow use of a valid Card for a Transaction or for the manner in which it is accepted or refused.
- 3.8 Once authorised, a Transaction cannot normally be stopped, however if you or a Cardholder dispute a Transaction the Merchant must be able to prove that the Transaction took place.
- 3.9 You will be responsible for all indebtedness created by a Cardholder as if their Card or PIN had been issued to and used by you. You can at any time ask us to cancel any Card but you will remain responsible for its use until it is returned to us and you have repaid all indebtedness incurred by its use.
- 3.10 Some purchases by mail, telephone or internet may be effected by quoting the Card number, expiry date and the Cardholder's name and address to the supplier. Generally, the supplier is required to seek authorisation for such Transactions and for internet Transactions authorisation may be by means of a Password. However, we are not liable for any loss or damage which may be caused by failure to seek or grant authorisation and whether authorisation is granted or not the Cardholder is liable for changes to the Business Card Account for such Purchase.
- ### 4. The Card
- 4.1 Cardholders must follow any reasonable instructions that we give about using the Card and keeping it safe.
- 4.2 The Card will be valid for the period shown on the Card (unless the Agreement ends before then). Cardholders must only use their Card whilst it is valid and within their Individual Credit Limit. If a Cardholder does not use a Card for a period (determined at our discretion) we may choose not to issue a replacement Card when it expires and we can ask for it to be returned or we can ask others to hold on to it for us at any time.
- 4.3 The Card remains our property and can be recalled by us at any time. We may replace a Card with another card issued by us and change your Business Card Account number at any time if we give you reasonable notice. We may continue to reissue replacement Cards until you request us in writing to stop. The foregoing is subject to our obligations under any applicable laws, regulations or regulatory requirements.
- 4.4 You agree to ensure that cardholders will not use the Card in any way prohibited by any laws, regulations or regulatory requirements (including using the Card to apply for an illegal purchase) and where appropriate: (a) by your partnership agreement; or (b) by the provisions of section 31 of the Companies Act 1990 (as amended or re-enacted from time to time).
- 4.5 We need not provide Automated Teller Machine (ATM) facilities for use with a Card and such facilities, where provided, either through the Bank

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or affiliates to the payment scheme may be provided or determined without notice. We will not be liable for any loss, damage or inconvenience resulting from the non-operation, failure or malfunction of an ATM or the non-availability of ATM facilities normally available with a Card or PIN or in respect of any inaccuracy in data produced by an ATM. Additional facilities or benefits not expressly contracted for or specified may be withdrawn without notice. If we do provide ATM or ATM facilities, a specified daily maximum amount of €260 will apply unless we have advised you otherwise in writing. However if the card is used in the ATMs or ATM facilities of other banks a daily maximum amount may be imposed by them for operational or other reasons.

### 5. Keeping the Card, PIN and Password Safe

- 5.1 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN and Password and prevent them from becoming known to anyone else. Cardholders must ensure that: (a) where we provide them with a PIN advice, the PIN advice is destroyed promptly on receipt; (b) where we have the facility to allow them to choose their own PIN and/or Password, they exercise all reasonable care; (c) the PIN or Password is not written on the Card or anything usually kept with it; (d) the PIN or Password is not written down without making a reasonable attempt to disguise it.
- 5.2 Cardholders must not give their Card or Business Card Account number to any third party unless it is for the purpose of a Transaction or when reporting the actual loss or theft of their Card.

### 6. Loss or Misuse of Card

- 6.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under condition 5 above, you or the Cardholder must notify us immediately by telephoning the Lost or Stolen Cards Number. You must confirm your notice within seven days by writing to us.
- 6.2 Until we get effective notification, you will have to pay (subject to any legal limitations) for any use of the Card. Your liability will not exceed €150 unless a Cardholder has acted fraudulently or has with intent or gross negligence disregarded their obligation to keep the Card, PIN and Password (if any) safe. After we have been effectively notified you will not have to pay for any subsequent use of the Card other than fraudulent use by a Cardholder. We will bear the full losses in the following circumstances: (a) in the event of misuse when we have sent the Card to a Cardholder and the Cardholder does not receive it; (b) unauthorised Transactions when we have had effective notification that a Card has been lost, stolen or that someone else knows or may know the PIN or Password (subject to Clause 6.4 of these Special Terms and Conditions); (c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen (subject to Clause 6.4 of these Special Terms and Conditions); (d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message
- 6.3 Our liability in accordance with Clause 6.2 is limited to those amounts wrongly charged to the

- 6.4 You will have to pay for all losses if a Cardholder has acted fraudulently. You will have to pay for all losses before notification of the loss, theft or misuse if a Cardholder has with intent or with gross negligence failed to comply with any requirement of Clause 5 of these Special Terms and Conditions).
- 6.5 If there is a disputed Transaction on the Business Card Account we will expect you and Cardholders to co-operate with us in our investigations.
- 6.6 You and Cardholders must give us all the information you and they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN or Password. You and Cardholders will take all the steps reasonably considered necessary by us to help recover the missing Card. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Password has been disclosed, we can give the Garda Síochána any information we think is relevant. Once you or a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. It must be cut in half across the magnetic strip and the chip and immediately returned to the Bank at the below address. 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.

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### 7. Statements

- 7.1 We will normally send you a summary statement each month showing the payments you have made to us and all amounts we have charged to your Business Card Account since the last statement and the balance on your Business Card Account at the date of the statement.
- 7.2 If your statement includes an item which you feel is inaccurate you must notify us as soon as possible. On becoming aware of an unauthorised amount having been debited, you should notify us without undue delay and, in any event, no later than thirteen months after the debit date in which case you will be able to obtain a refund from us, subject to all applicable laws if following prompt investigation by us we establish that the transaction was unauthorised. You should confirm your notice to us on 1850 812 009 and follow up in writing within seven days.

### 8. Financial and Related Details

- 8.1 We will set a Credit Limit for your Business Card Account and tell you what it is. We may at our discretion vary the Credit Limit at your request or otherwise. Any variation so made will be confirmed in writing.
- 8.2 Where there are transactions on an Account in respect of which a Card has been issued we will in normal course send a regular statement of account to You (as defined in the General Terms and Conditions) and where applicable, regular advices on any charges. That statement will provide details to help you identify any payments made and received on the Account. You must pay within twenty-eight days of the date of that statement the minimum sum due as specified in that statement or any greater sum chosen. The minimum sum will be the outstanding balance

shown on the statement if less than €6 or the greater of €6 or 3-5% (depending on the customer agreement) of the outstanding balance shown. Any arrears and any amounts by which the balance shown exceeds the credit limit must also be paid. Non-receipt of any statement must be advised promptly and You shall retain and reconcile records of purchases and advances. Where such a statement is not received as intended, You shall ascertain the outstanding balance from such records or from our Credit Card Services Department and pay any amount by which the balance exceeds the credit limit together with 3-5% (depending on the customer agreement) of the outstanding balance and any arrears of payment. Each month you must pay us the full amount which the monthly statement we send you shows you owe us. You must also pay immediately any outstanding excess over the Credit Limit, any arrears of previous payments, any charges due under the Agreement and the amounts of any Transactions which break the terms of the Agreement.

- 8.3 For the purpose of calculating interest on outstanding amounts we will allocate payments we receive in the following order: (a) firstly, in paying any interest outstanding; (b) secondly, in repaying any balance outstanding which is being charged at the interest rate payable by the Cardholder under Clause 8.5 for specific promotions below; and (c) thirdly, in repaying any balance outstanding which is being charged at a reduced or nil interest rate with the payment being allocated to satisfy a balance carrying a lower interest rate.
- 8.4 Your statement will show the amount you need to pay and the date by which you must make this

- payment (normally twenty days after the statement date). Where a Direct Debit mandate is furnished to us we will initiate a payment request twenty days after the date of the monthly statement. Sufficient funds must be provided to meet Direct Debits. We may at our discretion represent any unpaid Direct Debit. If you require additional copies of statements or Transaction vouchers a charge will apply.
- 8.5 We charge interest on the Business Card Account. The rate at the date of this Agreement is shown on the front page but we may change this rate from time to time at our discretion. Rate changes will be notified by: notices in the national press, notices on your statements and/or other means reasonably selected by us. Details of our rates may be obtained from our Website.
- 8.6 We may from time to time introduce and/or maintain (either generally or for specific promotions only) different interest rates and different repayment terms. These will be notified to you in the same way as rate changes. Details may be obtained from our website.
- 8.7 An annual fee (and pro rata for part of a year) will be debited in advance to your Business Card Account in each year in respect of each Card issued. Details may be obtained from our website.
- 8.8 Interest will be charged as follows: (a) we will charge interest on the daily balance outstanding on Cash Advances on your Business Card Account. Interest will be charged on the amount of each Cash Advance from the date of that Cash Advance until that Cash Advance is fully repaid. A handling charge of 1.5% (minimum €2) of the amount of the Cash Advance will be debited to your Business Card Account; (b) for Transactions other than Cash Advances, provided you repay the whole balance on your Business Card Account in

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full by close of business on the due date for payment of those Transactions specified in your statement, no interest will be charged. If you fail to pay any amount when it is due under this Agreement a late payment charge will apply and we will charge you interest on the daily balance outstanding on your Business Card Account at the Business Card Rate (contained in the interest rate notices) provided that interest on Transactions made during the period of a statement other than Cash Advances will only accrue from the date for payment of those Transactions specified in that statement; (c) interest will be added to the Business Card Account monthly on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction on which it arose; and (d) interest can be charged before and after any court judgement.

8.9 We will convert into euro the amount of the Transaction or refund of a Transaction made in a currency other than euro at a rate determined by us for the relevant currency (known as the Danske Bank Card Exchange Rate IRL at the time the Transaction or refund is charged to your Business Card Account. This may not be the date on which the Transaction or refund was carried out.. You can find out the Danske Bank Card Exchange Rate IRL for the relevant currency by telephoning us, or by visiting our Website. The published rate is an indicative rate only since it is based on Transaction and refunds debited/credited the previous Business Day. Daily rate fluctuations will occur.

8.10 If you fail to pay any money due under the Agreement, we will charge you daily interest on the amount unpaid until it is paid. The rate of interest will be the rate which applies to the unpaid amount.

8.11 In addition, we may charge other account charges in accordance with the charges set out in our **"Clear & Simple: business fees & charges explained"** brochure, including charges if you make a payment to us in a currency other than euro. We may add to or change these charges at any time by giving you written notice.

8.12 If a Cardholder gives Card details to a Merchant so that they can continually deduct payments/subscriptions (**"recurring transactions"**) from your Business Card Account, the sums authorised may be debited to your Business Card Account at the agreed intervals until the payment authority is cancelled.

8.13 When writing a letter of cancellation to a supplier, the Cardholder should sign and date the letter, quote the full Card number and always keep a copy as evidence of cancellation. The Cardholder should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. The Cardholder should also give adequate notice of cancellation before a payment is due.

### 9. Refunds and claims

9.1 We will credit your Business Card Account with a refund when we receive a refund voucher or other refund confirmation acceptable to us.

9.2 We are not in any way liable if any Merchant refuses to accept your Card for whatever reason.

### 10. Breaking the Agreement

10.1 If you or a Cardholder break the Agreement, we will charge you for any reasonable losses or costs we have to pay as a result. These may include costs we incur in tracing you or receiving money you owe us. If you fail to pay us any sum which has become due, or break the Agreement in any other

way, or if you die or become bankrupt, we may ask you or your trustee or executor to pay the full amount you owe, after we have sent you any notice which the law requires.

10.2 We may debit your Business Card Account with the amount of our costs incurred or charges made for any payment returned unpaid, advising you that the Credit Limit has been exceeded, communicating with you as a result of you breaking the Agreement and for any other costs incurred or charges made by us as a result of you or any Cardholder breaking the terms of the Agreement in accordance with the charges set out in our **"Clear & Simple: business fees & charges explained"** brochure. We may add to or change these charges at any time by giving you written notice.

10.3 If you break the Agreement we reserve the right to review any of your banking facilities with us or to withdraw any credit limit.

### 11. Change of address

You must write and tell us at once if you or any Cardholder change your or their name, or you change your address, or if you make your payments to us by Direct Debit and you change the bank or building society from which you make your payments.

### 12. Changes to the Agreement

We may vary the Agreement for the purpose of updating it in the light of developments, costs and practice. Changes will be effective on one month's written notice to you or by giving you such other shorter or longer notice period as we may be permitted or obliged to give you by applicable laws, regulations or regulatory requirements. We may give you notice using any method that we are permitted to use or not restricted from using by applicable laws, regulations or regulatory requirements.

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We may in varying the Agreement introduce new changes to the Agreement, rates of interest, and changes to charges where the Card is used after any change becomes effective.

### 13. Termination

- 13.1 If you wish to end the Agreement you must advise us in writing and return all Cards issued for use on the Business Card Account cut in half across the magnetic strip and, if it contains one, the chip.
- 13.2 We may end the Agreement if: (a) you or any of you dies or becomes bankrupt; or (b) you are wound up, dissolved or ceased to trade; or (c) you go into liquidation or have an examiner or receiver appointed over all or any of your assets or are deemed to be, unable to pay your debts as they fall due; or (d) you or any of you or any Cardholder break the terms of the Agreement; or (e) you or any of you are in breach of any other agreement made with us; or (f) we give you at least one month's notice or such other shorter or longer notice period as we may be permitted or obliged to give you by applicable laws, regulations or regulatory requirements.
- 13.3 Terminating the Agreement will not affect your liability to us at that time. After sending you any notice required by law, regulation or regulatory requirement, we may require you to repay at once all amounts you owe us. We will continue to add interest and charges to the Business Card Account until you have paid everything you owe under the Agreement.
- 13.4 We may give notice of termination of the Agreement orally or in writing subject to any applicable legal or regulatory requirements. Where we do this, all Cards must be returned immediately and where the Agreement is suspended or ended, we may authorise or request

any person to whom a Card is presented to retain or destroy it.

### 14. Our rights of set-off and security

If we owe you any money we will be entitled to apply the sum we owe you or any of you against any debt you owe us under the Agreement. Also, if you have any credit balance in any deposit, savings or other account in the name of you or any of you, we may take such balance and apply it to reduce or repay any sum you owe us under the Agreement.

### 15. Relaxing the terms of the Agreement

If we allow you more time to make a payment, or otherwise delay in enforcing any right under the Agreement, this will not affect our strict legal rights under the Agreement.

### 16. Date of the Agreement

The Agreement will only become binding on us when it is signed on our behalf.

### 17. Assignment

- 17.1 You may not assign your rights and duties under the Agreement.
- 17.2 We may at any time assign all or part of our rights and duties under the Agreement but this will not reduce any guarantee to which you are entitled. Any reference to us includes our successors and assigns who shall be entitled to proceed upon and enforce the Agreement and to exercise all our powers and discretions as if named in the Agreement instead of us. We may disclose to any assignees or proposed assignees any information that we hold about you and any Cardholder and the conduct of the Business Card Account.

### 18. Emergency Cards and Cash

If a Cardholder is outside the Republic of Ireland and that Cardholder's Card is lost, stolen or ceases to function properly, we will on request from you or that Cardholder, use our best endeavours to issue an Emergency Card or Emergency Cash to that Cardholder. An Emergency Card or Emergency Cash can be requested by telephoning 00353 1 484 3701. We aim to provide an Emergency Card or Emergency Cash within 48 hours of contact from you or the Cardholder but we do not guarantee this. We accept no liability for the failure to deliver the emergency Card or emergency cash within this timeframe. The Emergency Card will not be issued with a PIN and your existing PIN will not function with it. The Emergency Card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will make a charge for the Emergency Card or Emergency Cash which will be debited to your Business Card Account.

### 19. Additional benefits

We may from time to time at our discretion offer you additional benefits and services and may withdraw any of these you have chosen after giving you reasonable written notice subject to any applicable legal or regulatory requirements. Any such benefits and services will not form part of the Agreement.

### 20. General

If we are unable to produce or send a statement, your liability for interest and charges will still continue.