

SPECIAL TERMS AND CONDITIONS FOR Danske Bank Credit Cards issued prior to 18 April 2006 Visa Gold

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

1. **Definitions**
In these Special Terms and Conditions, the following terms shall bear the following meanings:
Additional Cardholder means any person to whom a card is sent at the request of the Principal Cardholder;
Advance means any cash withdrawal made by any Cardholder(s) from the Account;
APR means annual percentage rate of charge;
Balance Transfer means a transfer of a debit balance which the Principal Cardholder owes to another financial institution and which we agree to accept and debit to the Account;
Card means a credit card issued by us or National Irish Bank to a Principal Cardholder or an Additional Cardholder in accordance with the Agreement;
Cardholder means a Principal Cardholder or an Additional Cardholder;
Principal Cardholder means the Account holder who has entered into the Agreement for the Card; and
Purchase means any transaction by any Cardholder(s) with the exception of an Advance.
2. **Use of Card**
 - 2.1 A Card supplied by us to the Principal Cardholder or to any Additional Cardholder and, as applicable, the related PIN issued or selected for use with the Card and electronic chip or the password ("Password") (if any) chosen by a Cardholder for use with a Card may be used by the Cardholder 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 on the internet or otherwise to authorise transactions, payments, Direct Debits and SEPA Direct Debits and recurring transactions.
 - 2.2 Each Card may be used only by the Cardholder to whom or for whose use it was supplied.
3. **Ownership of Card**
We own the Card and electronic chip (if the Card contains one). Subject to the applicable provisions of laws, regulations and regulatory requirements relating to the provision of credit to consumers, we may request the immediate return of the Card or it may be retained by us or by a person acting on our behalf.
4. **The Account**
We will maintain an account (the "Account") in the name of the Principal Cardholder. This will be assigned an account number which will be different from the Card number. We will debit to the Account the amount of each Purchase and each 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 Account or which we may pay to the Revenue Commissioners on behalf of the Cardholder.
5. **Obligations of Cardholder**
 - 5.1 Each Cardholder agrees to take the following safety measures to keep the Card, PIN and Password safe and secure: (i) to sign the Card immediately upon receipt and keep it safe; (ii) to destroy the PIN advice immediately and ensure that the PIN and Password (if any) is not made known to any third party and to ensure that the PIN and Password (if any) are kept safe; (iii) not to record details of the PIN or Password (if any) except in a disguised way and must not maintain any details of such record on or with the Card; (iv) in using the Card, not to exceed the credit limit; (v) not to use the Card after its expiry or, subject to any applicable provisions of laws, regulations and regulatory requirements relating to the provision of credit to consumers, after any termination or suspension of the Agreement has become effective; (vi) not to countermand any charge incurred by means of the Card or PIN or Password (if any) whether or not a sale record or voucher is signed; (vii) not to use the Card for any illegal purchase; (viii) to check your Account records carefully and if you notice any unauthorised payment(s) or incorrect payment(s) on your Account to telephone us immediately and, in any event, no later than thirteen months after the date of such unauthorised payment. Your telephone call to us must be confirmed in writing within seven days.
 - 5.2 The Principal Cardholder must ensure that each Additional Cardholder complies with the provisions of Clause 5.1 above.
6. **Credit Limit**
The credit limit on the Account will be set by us at our sole discretion. We may at our discretion vary the credit limit at the request of the Principal Cardholder or otherwise subject to the provisions of any applicable laws, regulations and regulatory requirements relating to the provision of credit to consumers. Any variation so made will be confirmed in writing.
7. **Interest**
 - 7.1 Interest is charged to the Account monthly and is calculated on a daily basis. Interest is debited to the Account monthly in arrears. The rate may be varied by us in response to market conditions in accordance with Clause 6 of the General Terms and Conditions. Interest rate variations may result in APR variations.
 - 7.2 The interest rate on the Account at the date of the Agreement is shown on the first page of the Agreement as is the APR.
8. **Special low rates, rebates of transactions etc.**
We may from time to time, in particular circumstances and for particular periods, charge a lower or nil rate of interest on part or all of your Account balance or offer rebates of part of the amount of some or all transactions. If we do so, then we will tell you the amount of any such reduced or nil rates or of any such rebate

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and the conditions attached to any of them. We may withdraw any such reduced or nil rate or any such rebate at any time in accordance with the Terms and Conditions.

9. Advances and Purchases

Advances bear interest on a daily basis on the balance of the Advance outstanding from the date of when each Advance is taken until full repayment. For Advances, a cash advance fee and a currency conversion fee (if applicable) will be debited to your Account. These fees are set out in our brochure. No interest is charged on Purchases, if the Purchases as shown on the latest issued statement are cleared in full by the due date set out on the statement. If the Purchases are not cleared in full by the due date then interest is charged on a daily basis on each Purchase from that due date until the date that any payments are credited to the account and thereafter on the reduced balance up to and including the next statement date when the interest for the preceding month will be debited to the account. Balance Transfers are treated as if they are Purchases.

10. Payments

10.1 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 the Principal Cardholder 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. The Principal Cardholder 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% 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 the Principal Cardholder shall retain and reconcile records of purchases and advances. Where such a statement is not received as intended, the Principal Cardholder shall ascertain the outstanding balance from such records or from the Bank and pay any amount by which the balance exceeds the credit limit together with 5% of the outstanding balance and any arrears of payment.

10.2 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 above; and (c) thirdly, in repaying any balance outstanding which is being charged at a reduced or nil interest rate under Clause 9 above with the payment being allocated to satisfy a balance carrying a higher interest rate before a balance carrying a lower interest rate.

11. Fraud prevention

11.1 To protect against fraud or wrongful use of cards, at our discretion we may monitor transactions on the 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 the Principal Cardholder 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 subject to the requirements of applicable laws, regulations and regulatory requirements. This may mean that valid transactions cannot be authorised. We can make known any withdrawal or refusal to anyone involved in a transaction, again subject to the requirements of applicable laws, regulations and regulatory requirements. None of these actions will affect the

Principal Cardholder's obligations under this Agreement which continue.

11.2 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 the Principal Cardholder in advance of this occurring or immediately afterwards unless prohibited by law, regulation or regulatory requirement. The notice may be by any reasonable means chosen by us (including, but not limited to post, telephone, email or fax) that we are permitted to use by any applicable law, regulation or regulatory requirement.

11.3 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. By giving written notice, we may require the Cardholder to notify us in this fashion, if we reasonably believe that this will prevent fraud or misuse of a Card or the Account or will prevent rejection of genuine transactions.

12. Currency Conversions

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 set by the card scheme (MasterCard or Visa) at the time that the transaction (or refund) is posted to your account, or if the transaction is routed through LINK (a UK Card Scheme) the applicable selling/buying note rate used by the Bank, all of which are available on the Website, together with a conversion fee set by us. The conversion fee is outlined in our brochures. The exchange rate set by MasterCard/Visa, which will fluctuate continuously and without notice, is available from our website www.

SPECIAL TERMS AND CONDITIONS FOR Danske Bank Credit Cards issued prior to 18 April 2006 Visa Gold

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danskebank.ie. If you use your 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 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.

13. Additional Cards

On the written request of the Principal Cardholder we may supply an additional Card for use by an Additional Cardholder. These Terms and Conditions apply to the use of an Additional Card and the PIN and Password (if any) in connection therewith and the Principal Cardholder is solely liable for their use. We may provide information relating to the account to any Additional Cardholder. Purchases and Advances made with the use of an Additional Card will be shown separately on the statement from Purchases and Advances made with the use of the Principal Card. Each Additional Card will have a separate number from the Principal Card.

14. Loss or theft of Card

If a Card is lost or stolen or if the PIN and/or Password (if any) becomes known to any unauthorised person or a Cardholder suspects that a Card, PIN, Password (if any) or Cardholder details have been copied or are for any other reason likely to be misused, the Cardholder must immediately notify our Card Services Department at Danske Bank, Card Services, PO Box 183 Belfast BT1 6JS, Telephone:

- (i) Standard MasterCard - 1850 700221 or outside Republic of Ireland +353 (0)1 484 3701 (24 hour service).
- (ii) Gold MasterCard - 1850 812007 or outside

Republic of Ireland +353 (0)1 484 3702 (24 hour service).

- (iii) Platinum MasterCard - 1850 812008 or outside Republic of Ireland +353 (0)1 484 3703 (24 hour service).
- (iv) Visa Credit Card - 1850 700221 or outside Republic of Ireland +353 (0)1 484 3701 (24 hour service).

You must confirm your notice to us in writing within 7 days. Subject to any legal limitations set out below, Cardholders are fully liable for transactions effected by unauthorised use of the Card or PIN or Password (if any) which (as applicable) have been lost, stolen or misappropriated. A Cardholder's liability will not exceed €75 unless a Cardholder has acted fraudulently or has wilfully or with gross lack of reasonable care disregarded their obligation to keep the Card, PIN and Password safe in accordance with Clause 5. Once we are notified (in the manner outlined above) of the loss or theft or misuse or likelihood of misuse of the Card, then the Cardholder will not be liable for unauthorised use of card which took place in the period after we were notified. However if a Cardholder has acted fraudulently, then the Cardholder will be liable for full amount of any unauthorised transactions made after notification provided for in this clause. All Card use (including use of any Additional Card) shall immediately cease following notification in accordance with this clause. If a card is reported lost, stolen or likely to be misused, the Cardholder must only use any replacement Card issued. After any notification to us under this Clause we will promptly take all action open to us to stop any further use of the Card, PIN and Password (if any).

15. Cardholder to provide assistance

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. Duration

This Agreement is of indefinite duration i.e. it will continue until you or we terminate it in accordance with Clause 4 of the General Terms and Conditions.

17. Termination of Agreement or of Additional Card

In addition to the right to withdraw referred to in Clause 3 of the General Terms and Conditions, on written notice to us the Principal Cardholder may terminate the Agreement in accordance with Clause 4 of the General Terms and Conditions. Notice of termination will not be effective unless accompanied by return of any Card issued to the Principal or any Additional Cardholder (cut through the magnetic stripe and cut through the chip). Upon such termination the Account becomes repayable immediately. At the written request of the Principal Cardholder or at the written request of the Additional Cardholder accompanied by the return of the Additional Card (cut through the magnetic stripe and cut through the chip, if it contains one), we will cancel an Additional Card. Where an Additional Card or associated PIN and Password (if any) is cancelled the Principal Cardholder will remain liable for transactions effected through use of the Additional Card or associated PIN or Password (if any) afterwards.

18. Termination of the Agreement by the Bank

- 18.1 Subject to any applicable provisions of laws, regulations and regulatory requirements relating to the provision of credit to consumer, and to Clause 4 of the General Terms

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- and Conditions, we may terminate the Agreement and/or demand repayment of the outstanding balance and/or reduce the credit limit of the Account and/or require the return of any Card or treat any other right conferred by the Agreement as determined, restricted or deferred if: the Principal Cardholder becomes bankrupt or enters into a voluntary arrangement with his or her creditors, the Principal Cardholder is no longer, in our opinion, able to manage his or her financial affairs, the Principal Cardholder dies; or it becomes unlawful for the Principal Cardholder to continue to have a Card; or any representation, warranty or statement made by the any Cardholder in connection with the Agreement is or becomes, in our opinion, untrue in any material respect; or any Cardholder breaches this Agreement or any other agreement with us.
- 18.2 Without prejudice to any applicable provisions of laws, regulations and regulatory requirements relating to the provision of credit to consumer, we may terminate the Agreement under Clause 4 of the General Terms and Conditions and require repayment of the Account otherwise than for breach of any of these Terms and Conditions.
19. **Notice of Termination**
Subject to any applicable provisions of laws, regulations and regulatory requirements, we may give notice of termination of the Agreement orally or in writing. 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.
20. **Consequences of Termination**
20.1 Cardholders are liable to us for liabilities incurred through use of a Card, the Card number or the PIN or Password (if any) after termination and the provisions relating to interest and debiting of the Account continue to apply.
- 20.2 Continuous Authority Agreements: "recurring transactions" refer to continuing authorities given by a Cardholder to a third party to receive payment from the Account. Cardholders are liable for all debits presented under such agreements until such time as the Cardholder cancels the Mandate or amends its details with the third party and informs us in writing.
21. **New Cards**
Subject to exercise by us of our right to determine the Agreement or to treat any right conferred by the Agreement as determined, restricted, suspended or deferred, we will provide a new replacement Card for the Cardholder from time to time.
22. **Additional Charges**
If any payments due under this Agreement are not paid when they are due we will charge a late payment charge. This charge will be debited to your Account each time a payment is overdue, and interest will continue to accrue on the amount of the payment which is overdue. If you require additional copies of statements or transaction vouchers a charge will apply. The charges for the above items are detailed in the applicable Brochure.
23. **Emergency Cards and Cash**
If a Cardholder is outside the Republic of Ireland and his/her Card is lost, stolen or ceases to function properly, we will on the request of that Cardholder, use our best endeavours to issue an emergency Card or emergency cash to him or her, if it is reasonably feasible to do so. An emergency Card or emergency cash can be requested by telephoning the applicable number listed at (i) to (iv) in Clause 14. We will use our best endeavours to provide an emergency Card or emergency cash within 48 hours of contact from the Cardholder but we do not guarantee this, and we accept no liability for any injury, loss or damage caused by any delay or failure in doing so. An emergency Card will not be issued with a PIN and your existing PIN will not function with it. Any 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 issuing an emergency Card or emergency cash which will be debited to your account.
24. **Direct Debits**
Where a Direct Debit mandate to credit the account is furnished to us we will initiate a payment request twenty days after the date of each statement. Sufficient funds must be provided to meet Direct Debits on first presentation. We may at our discretion represent any unpaid Direct Debit.
25. **Care of Card and failure of card to operate**
Damage to the Card may result in it not being accepted or honoured. The Cardholder must take care of the Card, and avoid damaging the chip, scratching the magnetic stripe or exposing the Card or magnetic stripe to heat or strong magnetic or electronic influences. We will not be liable in any way if a Card is not accepted or honoured by a third party (including an ATM machine) or is retained or otherwise treated as withdrawn or invalid as result of computer failure, damage to the Card, machine malfunction or any factor outside the direct control of us or any agent or contractor for the time being utilised by us for the purposes of the payment scheme.
26. **Requests for Authorisation and Agreement to Use by Third Parties**
26.1 A person to whom a Card is tendered for Purchases or 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

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- element of the credit limit. Such a person may be asked to verify the Cardholder's identity or obtain other information from the Cardholder for security purposes. Where a transaction authorisation is given, the credit available will be reduced by the amount authorised.
- 26.2 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.
27. **Refusal of authorisation for Card transactions**
Where a request for authorisation of any Card transaction is refused, we or our agent may give notice to any interested third party. Where rights conferred on a Cardholder by the Agreement have been determined, restricted, suspended or deferred, we may notify our agents, contractors and third parties to whom a Card is or may be presented for a Purchase or Advance.
28. **Refunds**
28.1 Where a retailer becomes liable to make any refund to the Account, we will credit the Account with the amount to be refunded only on receipt of a properly issued refund voucher or other appropriate verification of the refund and, unless and until so credited, the Account is payable in full.
29. **ATMs**
We need not provide ATM or cash dispensing facilities for use with a Card and such facilities, where provided, through 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 cash dispensing facilities normally available with a Card or PIN or in respect of any inaccuracy in data produced by an ATM. If we do provide
- ATM or cash dispensing facilities, a specified daily maximum amount of €260 will apply unless we have advised the Principal Cardholder otherwise in writing. However if the card is used in ATMs or cash dispensing facilities of other banks a different amount may be imposed by them for operational or other reasons.
30. **Mail, telephone and internet purchases**
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 subject to the other provisions of these Special Terms and Conditions for charges to the Account for such Purchases.
31. **Obligation to examine statements**
31.1 The Principal Cardholder must examine each statement and advise the Bank of any discrepancies by telephone immediately and, in any event, within thirteen months of the date of the discrepancy. Your telephone call must be confirmed in writing within seven days.
31.2 Cardholders must co-operate fully in investigation of alleged discrepancies. Where we have been prejudiced in investigating by reason of delay in notification or inadequate co-operation we may refuse to re-credit the Account. Until an Account is re-credited it shall operate on the footing that the disputed transaction was duly authorised. We are not responsible for delays in investigating discrepancies arising from factors outside our direct control.
32. **Charges for lost or stolen Cards**
- 32.1 We may apply charges, for replacing lost or stolen cards, giving duplicate statements or providing transaction information in other forms including, copies of sales vouchers or records (except where we accept that such vouchers or records relate to unauthorised use of a Card or Card details by third parties) or for the provision of notice of a reasonable refusal to execute a payment transaction. Details of our current charges can be found in the Brochures provided to you.
32.2 We may apply charges for payment to us in a currency other than euro and for the return unpaid of any item to or on the Account. Details of these charges and any additional charges are set out in the Brochures provided to you.
33. **Additional Benefits**
33.1 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. Any such benefits and services will not form part of the Agreement.

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34. Payment Protection Insurance

Where a Principal Cardholder opted for payment protection insurance, the premium for the insurance selected will be debited to the Account on each Statement date and treated as a Purchase. If the Agreement terminates, payment protection insurance will be cancelled except in respect of any valid claims in respect of a period prior to termination. A Cardholder must inform the Credit Card Services in writing of a request to cancel payment protection insurance.

35. Compliance with laws

The Card must not be used in Ireland or abroad in violation of any law. The Principal Cardholder will be responsible for any infringement.

36. Notices

Any notice under this Agreement for the purposes of the Consumer Credit Act, 1995 (as amended, the "CCA"), is effective if sent by prepaid post in an envelope addressed to the Principal Cardholder (or to the Additional Cardholder where appropriate) at the address specified in the application to us or any altered address advised to our Credit Card Services Department. Such communications are deemed received as duly served for all purposes of these Terms and Conditions and the CCA, at noon on the fourth Business Day following effective date of posting or on the day when they would be delivered in ordinary course of post, if later. A Cardholder must advise of any change in name or address immediately in writing to Danske Bank, Card Services, PO Box 183, Belfast BT1 6JS.