

# *Special Terms and Conditions* *– Danske 3D Secure*

Effective date: 14 September 2019

Danske Bank

## Introduction to Danske 3D Secure

These terms and conditions apply to Danske 3D Secure provided by Danske Bank in relation to the following card products:

Mastercard Corporate Classic;  
Mastercard Corporate Classic Standard;  
Debit Mastercard Business;  
Mastercard Corporate Gold;  
Mastercard Corporate Platinum.

These terms and conditions are in addition to and not in replacement of any terms and conditions applying to the Account and [any Card issued in relation to the Account], including the General Terms and Conditions - Corporates and Institutions. Where there is any conflict between such terms and conditions and these terms and conditions in relation to Danske 3D Secure, these terms and conditions will prevail.

Danske 3D Secure is provided by Danske Bank in association with Mastercard Securecode™ or Mastercard Identity Check™.

Danske 3D Secure is a secure way of using a Card to make purchases on the internet with participating Merchants.

Using Danske 3D Secure, we are able to verify the Cardholder's identity. We do not verify the identity of any organisation that the Cardholder contracts with on the internet, nor do we make any statement about the goods or services of any participating Merchants with whom the Cardholder chooses to place an order or makes a purchase.

### 1. Definitions

**1.1** In these terms and conditions, the following terms will have the following meanings:

**"Account"** means the Danske Bank Account which the Customer holds with us on which a Card has issued.

**"Card"** means the Mastercard Corporate Classic Standard, Debit Mastercard Business, Mastercard Corporate Gold or Mastercard Corporate Platinum provided to the Cardholder by Danske Bank.

**"Cardholder"** means, for each Card, the person to whom we issue that Card at the Customer's request.

**"Customer"** means any customer which avails of Card facilities with Danske Bank.

**"Danske Bank"** means Danske Bank A/S t/a Danske Bank acting through its offices at 3 Harbourmaster Place, IFSC, Dublin 1.

**"Danske 3D Secure"** means the service the subject of these terms and conditions.

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

**"Mobile Phone Number"** means, for any Cardholder, the mobile phone number we hold for that Cardholder.

**"Mobile Phone"** means the mobile telephone device which the relevant Cardholder uses to receive the One-Time Passcode.

**"One-Time Passcode"** means the six digit passcode sent to the relevant Cardholder's Mobile Phone Number via SMS.

**"SMS"** means the SMS text messages sent to the relevant Cardholder's Mobile Phone Number.

### 2. Using Danske 3D Secure

**2.1** Each Card is automatically enrolled for use with the Danske 3D Secure service, but the relevant Cardholder's Mobile Phone Number must be recorded with us before Danske 3D Secure can be used for that Cardholder's Card.

When the relevant Cardholder uses Danske 3D Secure, these terms and conditions apply to the use of the Cardholder's Card when making a purchase or order with participating Merchants using the Cardholder's Card on the internet.

**2.2** Each Cardholder must ensure that his/her Mobile Phone can receive SMS at the time of purchase.

**2.3** When a Cardholder uses Danske 3D Secure to purchase on the internet from a participating Merchant, he/she is presented with an electronic receipt and the One-Time Passcode is sent automatically to the Mobile Phone Number. The receipt will include the details of the internet purchase or order, such as a store name, purchase amount and date.

The relevant Cardholder will be asked to sign the receipt by entering the One-Time Passcode and clicking "Submit" to proceed with the purchase. Without the One-Time Passcode, the internet purchase cannot take place at participating Merchants. You can make up to three requests for the One-Time Passcode to be sent to you. If the One-Time Passcode is

entered incorrectly three times consecutively, the Cardholder will not be able to proceed with the purchase.

**2.4** If a Cardholder changes the Mobile Phone Number he/she must notify us immediately to ensure that our records are up to date.

**2.5** Each Cardholder, or, in the event that the relevant Mobile Phone used is paid for by the Customer, the Customer will be responsible for any fees or charges imposed by the mobile phone service provider in connection with the use of Danske 3D Secure.

### **3. Security**

**3.1** We do not verify the identity of any participating Merchant nor make any statement about their goods or services or whether any Cardholder should contract with it.

**3.2** The One-Time Passcode will only be valid for the purchase which the relevant Cardholder has received it for. Each Cardholder is responsible for maintaining the confidentiality of the One-Time Passcode and must not give the One-Time Passcode to anyone else.

**3.3** If a Cardholder suspects there has been an unauthorised internet transaction on the Account, he/she must notify us immediately in accordance with the terms and conditions for the Account.

**3.4** We can stop a Cardholder from using Danske 3D Secure where we have a right under the terms and conditions for the Account or Card to refuse or stop a payment on the Account.

### **4. Changing the Terms and Conditions**

**4.1** We may at any time make any change to these terms and conditions.

**4.2** We will give up to two months' notice (which will be sent by letter, or electronically where a Cardholder or the Customer has registered to receive documents through the electronic mailbox in our online banking service) before the change is made. If we are not advised in advance of any objection to the changes, they will take effect on the date indicated. If a Cardholder or Customer does advise of an objection, the Cardholder or the Customer will have a right to terminate that

Cardholder's or the Customer's arrangement (as the case may be) without having to pay any extra fees or service charges.

## **5. Availability of Danske 3D Secure**

**5.1** We try to give a complete service at all times but do not guarantee it. We will not be responsible to any Cardholder or the Customer under these terms and conditions where any failure is due to abnormal or unforeseeable circumstances beyond our control or our obligation to comply with the law.

## **6. Ending Danske 3D Secure**

**6.1** Without prejudice to clause 3.4, we can terminate Danske 3D Secure by giving not less than two months' written notice to the Customer (or less if permitted by law).

We can do so in the following circumstances:

- (i) We have reasonable grounds to believe that the Customer is no longer using the Account;
- (ii) We are dissatisfied with the operation of the Account;
- (iii) Where the Customer has failed, within a reasonable period of time, to provide

us with information which we may reasonably expect to receive in connection with the operation of the Account;

- (iv) To comply with any amendment to law or regulation;
- (v) To ensure that our business is profitable and competitive and our product range enables us to achieve our business and strategic objectives;
- (vi) For any other valid reason provided that Account closure is a proportionate response to the underlying reason.

## **6.2 We can terminate Danske 3D Secure**

immediately if there is any justifiable financial, reputational, operational or legal reason to do so including but not limited to the Bank having a suspicion that there is a threat to the security of its system or any Cardholder or Customer acting fraudulently or in an abusive or threatening manner with any of Danske Bank's staff. If we terminated in this way we will only do so after giving notice of our intention to do so. If it is not possible to make contact in advance to advise of our intention, we will do so as soon as possible thereafter.

## **7. Liability**

**7.1** When a payment is made using a Card, an instruction using the One-Time Password will be treated as the relevant Cardholder's consent to comply with the instruction and as a valid and irrevocable instruction to us. Each Cardholder is responsible for all instructions sent using the One-Time Passcode and for ensuring that the One-Time Passcode is kept secure. Further information about liability in relation to use of any Card is set out in the terms and conditions applicable to it.

Danske Bank A/S (trading as Danske Bank),  
is authorised by The Danish FSA in Denmark and is regulated  
by the Central Bank of Ireland for conduct of business rules.  
[www.danskebank.ie](http://www.danskebank.ie)