

SPECIAL TERMS AND CONDITIONS FOR DANSKE BANK A/S TRADING IN THE REPUBLIC OF IRELAND AS DANSKE BANK (THE BANK) SMS SERVICE.

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions and the Brochures.) 15th Aug 2013

How to Activate the Danske Bank SMS Service

Please refer to the Danske Bank SMS Service information card which is available by contacting us at +353 1 484 3721. Details of how to activate and operate the Danske Bank SMS Service are available on our website at www.danskebank.ie

The Danske Bank SMS Service enables You to receive information on Your Account balance(s) and mini statements by SMS Message from the Bank. The transmitted information is unencrypted and You are advised to pay special attention to Condition 4 below.

If You want to receive text alerts You should ask us about our eBanking service.

1.

Definitions

In these Special Terms and Conditions, the following terms bear the following meanings;

"Mobile Phone Number" means each mobile phone number which we record when You register for the Danske Bank SMS Service as set out in Condition 2c or as notified by You to us in accordance with Condition 2 d.

"Mobile Phone" means the mobile telephone device (or other system which allows you to send SMS Messages from your Mobile Phone Number including webtext) which You use to send and receive SMS Messages for the Danske Bank SMS Service.

"Privacy Policy" means the privacy policy on the Danske Bank website as updated from time to time.

"SMS Message" means SMS text messages sent to or from Your Mobile Phone Number

"Special Terms and Conditions" means these special terms and conditions which are applicable to the Danske Bank SMS Service

"You", "Your" and "Yours" mean the accountholder who has registered for the Danske Bank SMS Service under these Special Terms and Conditions with Us.

2.

Using the Danske Bank SMS Service

a.

When You register for the Danske Bank SMS Service, You accept that these conditions will apply in relation to Your use of Your Mobile Phone Number to send or receive SMS Messages to or from Us.

b.

When You register for the Danske Bank SMS Service You accept that the information You provide will be used by us to validate Your identity. You confirm that You will provide us with correct information.

c.

When You register for the Danske Bank SMS Service you will confirm Your Mobile Phone Number and the Bank will register Your Mobile Phone Number for the Danske Bank SMS Service. Once you have registered we will treat any SMS Message from Your Mobile Phone Number as having originated from You and as a valid request to us. We will not carry out any further authentication or verification before providing the Danske Bank SMS Service.

d.

If You change Your Mobile Phone Number You must notify us immediately to ensure that our records are up to date. Notices under this Condition should be sent to us as set out the

General Terms and Conditions or alternatively contact us at +353 1 484 3721.

e.

Once You have registered Your Mobile Phone Number for the Danske Bank SMS Service You can terminate Your registration by texting the words "Balance Block" to 50950 or by contacting us on +353 1 484 3721*(call and text charges may vary. Please contact Your service provider.)

* You can call from 08:00 - 20:00 Monday to Friday and from 09:00 - 13:00 on Saturdays. We may record or monitor calls for security reasons, to train our staff and to maintain the quality of our ongoing service.

3.

Security

You must take all reasonable steps to maintain the confidentiality of the information shown or stored on Your Mobile Phone. You are solely responsible for the safety and security of Your Mobile Phone.

Since your Agreement with us authorises us to send You unencrypted SMS Messages about Your Accounts to Your Mobile Phone Number, You should as a minimum take the following steps to protect Your Account information:

(1)

Delete any texts sent or received in connection with the SMS Text Service as soon as possible;

(2)

Do not save the number for the Danske Bank SMS Service on Your Mobile Phone;

(3)

Set a PIN on Your Mobile Phone, change it

regularly and keep Your Mobile Phone keypad locked;

- (4) Do not store the Danske Bank SMS Service information card with Your Mobile Phone;
- (5) ensure that you log-out from any webtext service as soon as you have completed your SMS Text Service transaction; and
- (6) keep Your Mobile Phone in your possession at all times and do not leave Your Mobile Phone unattended where it may be accessed by unauthorised persons.

4. Acceptance of unencrypted transmission of confidential information

All information is sent via open networks. There is therefore a risk that third parties may come into possession of or modify the information transmitted. You should also note that persons with access to Your Mobile Phone may gain access to the information transmitted.

If You wish to help prevent confidential information from being accessible to unauthorised persons, You should take the minimum steps set out under Condition 3 above. You are solely responsible, however, for the security of Your Mobile Phone and for determining the adequacy of any security steps you take in respect of Your Mobile Phone.

When entering into this agreement, by sending an SMS Message to the appropriate number You authorise the Bank to transmit the requested information in electronic, unencrypted form through the telecommunications providers chosen by the Bank.

We will only send You each SMS Message once and you cannot reply to it.

5. Cancellation rights

You have a right to cancel the Danske Bank SMS Service within 14 days of the day after the day on which you activate the Danske Bank SMS Service for the first time. (For the avoidance of doubt this will be when you send a text message to 50950 (or by contacting us at +353 1 484 3721* (Call charges may vary. Please contact Your service provider) to activate the service for the first time.)

6. Ending Your Danske Bank SMS Service

6.1 We may stop or suspend Your use of the Danske Bank SMS Service where we have reasonable grounds for doing so.

6.2 Where we wish to exercise our rights under Clause 6.1, we will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of our intention to do so and explain our reasons. We will reinstate the Danske Bank SMS Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.

6.3 We can terminate these Special Terms and Conditions by giving You at least two months' notice.

6.4 You may terminate these Special Terms and Conditions at any time by following the instructions in Clause 2(e) of these Special Terms and Conditions and we will terminate the service on receipt of your request to cancel.

6.5 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Accounts, then Your Danske Bank SMS Service will be automatically terminated.

Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.

7. Your Liability

7.1 You must personally register Your Mobile Phone Number with the Bank before registering for this service. You are responsible for the accuracy of the data given by You and the Bank is not liable if the information transmitted by the Bank is inaccurate or received by the wrong person. If Your Mobile Phone Number changes, You are responsible for notifying the Bank of the change.

7.2 If Your Mobile Phone is lost or stolen You must notify us without undue delay so that we can terminate the Danske Bank SMS Service. You can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions under the heading "How You can contact Us". Further details are available on our Website, www.danskebank.ie

8. Our responsibility

The Danske Bank SMS Service is provided "as is" and on an "as available" basis and Your use of the service is at Your sole option and risk. To the extent permitted by law:

- (a) while the Bank will use all reasonable endeavours to ensure the accuracy and completeness of information sent to Your Mobile Phone, the information shall not be taken as conclusive evidence of the state of Your account and the Bank shall not be liable for any loss incurred or damage suffered by You as a result of such information;

- (b) the Bank is not liable for the loss or modification of data during transmission from the Bank to You;
- (c) the Bank is not liable for any unauthorised access to data once received by Your Mobile Phone or for any failure by You to take proper security measures in respect of Your Mobile Phone; and
- (d) the Bank is not liable for any delays, interruptions or failures in the provision of the Danske Bank SMS Service due to circumstances beyond its reasonable control including any breakdown or other malfunction in the Bank's technical equipment or software or for any loss or damage which You may incur in connection with such delays, interruptions or failures.

9. General

9.1 The Danske Bank SMS Service is currently free of charges by the Bank, however you should refer to Your Mobile Phone service provider for any additional charges that could be made by them.

9.2 We will send information on your Account balance (s) and Mini-Statements to a Mobile Phone Number registered with an Irish mobile service provider. We are unable to send SMS Messages to a fixed line telephone or an international mobile telephone number.

9.3 You can register up to two Mobile Phone Numbers with us at any time. In the case of joint accounts each Accountholder can register up to two Mobile Phone Numbers.

10. Personal Information

We have brought to your attention the rights which exist under Ireland's data protection legislation in either the Privacy Policy (where You have provided Your personal information online) or the applicable Brochure provided to you setting out how we use your (and, if appropriate, a Nominated User) personal information. You (and, if appropriate, a Nominated User) have consented to and authorised our use of personal information as outlined either: (i) in the Privacy Policy, where You have provided your data online and confirmed Your acceptance of the terms of the Privacy Policy; or (ii) in the Brochure, where You have signed such Brochure. In all cases You have further consented to and authorised any specific uses and disclosures of personal information outlined in these Special Terms and Conditions by registering for the Danske Bank SMS Text Service.

11. Conflict

These Special Terms and Conditions, the General Terms and Conditions; the Brochures and/or the Privacy Policy form the entire agreement between You and us governing the use of the Danske Bank SMS Service. Unless otherwise stated, where these Special Terms and Conditions are not consistent with any of the General Terms and Conditions; the Brochures and/or the Privacy Policy, these Special Terms and Conditions will have priority in relation to the operation of the Danske Bank SMS Service to the extent of such inconsistency.