

## Netbank agreement (Business)

### Parties

Customer Netbank Demokunde c/o IT - Vestjysk Bank Torvet 4-5 7620 Lemvig	Civil reg. no./CVR no. 4560037592
Bank Vestjysk Bank Stab Torvet 4-5 7620 Lemvig post@vestjyskbank.dk	

### Contents

The above parties have this day entered into an agreement on the customer's registration with and use of Netbank.	
The manager of users, if any:	
Special circumstances	
<p>Conditions</p> <p><b>1. Netbank</b></p> <p>1.1 This agreement sets out the terms and conditions for the customer's registration with and use of Netbank. The customer has received and accepted the terms and conditions stated on the following pages. In addition, the General Terms of Business of Vestjysk Bank applicable from time to time, which the customer has also received and accepts, apply along with the rules on Netbank's security solution, NemID, see clause 2.1.1 in the Terms and Conditions for Netbank.</p> <p>1.2 This agreement comprises all existing and future accounts and custody accounts with Vestjysk Bank held by the customer, including any changes agreed with the customer or the manager of users from time to time.</p> <p>1.3 By concluding this agreement, the customer accepts to:</p> <p>a) take any measures necessary to protect the customer's security details, see clause 2.1. of the Terms and Conditions for Netbank;</p> <p>b) use Netbank in accordance with this agreement; and</p> <p>c) inform Vestjysk Bank as soon as possible when the customer or the customer's users become aware of any loss, misappropriation of the customer's or the user's personal security details and any other unauthorised use of Netbank.</p> <p>1.4 Furthermore, the customer declares that he or she has been informed and accepts that the access to Netbank is personal for the user(s) authorised by the customer or the customer's manager of users, and that access by other persons or companies to the customer's accounts requires a separate agreement with Vestjysk Bank.</p> <p>1.5 The customer must for his or her own account keep the equipment and necessary Internet connection software intact, if necessary according to Vestjysk Bank's instructions.</p> <p>1.6 The customer must ensure that a proper antivirus program is installed on the computer and active at all times, and that such program is updated.</p>	

## 2. Contents

2.1 Netbank gives the customer and the authorised user(s) access to use the customer's accounts electronically in connection with transfers, etc., and the customer may retrieve information about the customer's accounts and custody accounts, etc. When connecting to and using Netbank via Mobilbank, see clause 2.1.2 of the Terms and Conditions for Netbank, the customer or his or her users may use selected Netbank functionalities via mobile units (smartphones and the like). Vestjysk Bank informs the customer upon request about the access to Netbank, its functionality and any limitations thereof applicable from time to time. Vestjysk Bank reserves the right to restrict one or more functionalities available to the customer by giving notice thereof.

2.2 The customer or his or her users' use of NemID when connecting to and approving financial transactions in Netbank is subject to the rules for use of NemID applicable from time to time, which the customer will receive from DanID A/S. The rules are also available at [www.nemid.nu](http://www.nemid.nu).

2.3 Certain functionalities covered by this agreement, see clauses 2.4-2.6, are subject to separate rules and must comply with such rules to the extent they deviate from this agreement with Terms and Conditions for Netbank. This applies, inter alia, to rules on the revocation of orders and deadlines for disputing payment transactions and to amendments to and termination of the separate rules.

2.4 When the customer registers with Netbank, he or she also registers with Betalingsservice and accepts to receive electronic payment information via statements and lists in Netbank and e-Boks. See "Rules for Betalingsservice debtors" attached hereto as appendix.

2.5 When the customer registers with Netbank, he or she also registers with electronic mail (e-Boks). Use of e-Boks via Netbank requires that e-Boks is able to identify the customer by means of his or her CVR no. and that Vestjysk Bank is able to identify any notices that the customer retrieves from e-Boks. The customer hereby consents that Vestjysk Bank and e-Boks exchanging the customer's CVR no. between them. Vestjysk Bank receives the customer's consent on behalf of and may pass on the consent to e-Boks. See "General rules for electronic mail (e-Boks)" attached hereto as an appendix.

2.6 Netbank allows the customer to specify his/her "NemKonto" which will be disclosed to public authorities as the customer's NemKonto pursuant to the Danish Act on public payments. It is the customer's own responsibility to specify another account number or change his/her NemKonto should the customer so wish. It is also the customer's own responsibility to inform certain public authorities if payments are to be transferred to a different account. Netbank allows the customer to change his/her NemKonto, but it is not possible to cancel or delete it as this must be effected by a public authority or at [www.nemkonto.dk](http://www.nemkonto.dk).

2.7 Netbank provides a budget functionality allowing the customer or the customer's users to prepare a budget. All calculations included in the budget functionality are indicative only, and Vestjysk Bank makes reservations for any errors in the calculations. Consequently, Vestjysk Bank recommends that the customer or the customer's users contact Vestjysk Bank before making any major financial decisions in reliance on the calculations.

## 3. Documentation

3.1 The information about entries stated in Netbank is not necessarily final. The customer must verify that payment requests are executed by checking movements in the accounts, by making inquiries and subsequently controlling entries and statements of account, if any.

3.2 The customer accepts that lists of account entries, bank statements, if any, trading confirmations and other documentation may be received electronically. It is the responsibility of the customer to retrieve and print electronic statements and documents.

## 4. Liability

4.1 Vestjysk Bank may at any time, without incurring liability, refuse to effect payments, transfers, etc. if the limitations agreed with Vestjysk Bank are not observed, or if the funds available in the account are insufficient for a transfer. Vestjysk Bank is not liable for any losses suffered by the customer due to business interruption preventing the use of the system or due to interruption of the customer's access to retrieve information or give instructions. Vestjysk Bank's liability is limited, see the below terms and conditions to which reference is made.

## 5. Amendments and termination

5.1 The contents of Netbank and the terms and conditions applicable thereto are amended on a regular basis. Such amendments must be in accordance with clause 8 of the Terms and Conditions for Netbank, and if a new functionality, which is subject to payment of a fee or which may have material financial consequences for the customer, is added to Netbank, notice must be given thereof to the customer in accordance with the Terms and Conditions for Netbank, or the customer must accept the functionality separately via Netbank or by an agreement with Vestjysk Bank.

5.2 Either party may terminate this agreement in accordance with clause 9 of the Terms and Conditions for Netbank.

## 6. Declaration on use for business purposes, etc.

6.1 The services comprised by this agreement may only be used for business purposes. Use of the system for non-business purposes gives rise to a right to terminate the agreement without notice.

6.2 The customer declares that it is aware that the Danish Act on Payments (betalingsloven) has been deviated from, and that he or she cannot rely on sections 80, 82(3), 97, 98, 100-102, 104, 111, 117-119 and 125 of part 5 thereof.

## 7. Language, etc.

7.1 This agreement is entered into in the English language, and any communication between the customer or the customer's users and Vestjysk Bank must be in either the Danish or the English language.

## 8. Copies

8.1 This agreement is executed in two identical copies of which one is delivered to and stored by the customer, and the other remains with Vestjysk Bank.

**Netbank agreement (Business) - continued****Signatures**

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Netbank Demokunde\_\_\_\_\_  
Vestjysk Bank

**Terms and Conditions for Netbank (Business)****1. Definitions****1.1 Customer and user applicants**

1.1.1 The customer is the company that enters into an agreement with Vestjysk Bank on the use of Netbank. Registration takes place after an individual assessment of the customer relationship, and Vestjysk Bank is entitled to refuse to enter into an agreement with a customer.

1.1.2 The user is the person authorised by the customer to make inquiries on behalf of the customer in respect of accounts and effect payments and other transactions via Netbank. The customer decides which authorisation the individual user shall have. The user may be identical with the customer.

1.1.3 The customer or his or her manager of users registers any additional user with Netbank. Vestjysk Bank arranges for registration on the basis of an individual assessment of such new users and may without further explanation refuse to register users. Persons who are not employed by the customer may obtain access to Netbank by means of a power of attorney, see below.

**1.2 Netbank**

Netbank is a payment service subject to the rules set out in the Danish Act on Payments (betalingsloven). The Act also applies to payment transactions processed in the customer's payment accounts in Netbank. Netbank also allows the customer to electronically conclude and approve other agreements with Vestjysk Bank. Agreements concluded and approved electronically are not considered payment services unless so stipulated in the specific agreement.

**1.3 Payment transaction**

A payment transaction is an act initiated by a payer, on behalf of a payer or by a payee for the purpose of making payments or transferring or withdrawing funds with no regard being taken to any underlying obligations between the payer and the payee. This could, for example, be an order for payment or transfer from a payment account placed by users in Netbank, or by the payee pursuant to agreement with the customer.

**1.4 Payment account**

A payment account is an account established for the purpose of completing payment transactions. Netbank allows the user to manage payment accounts by way of payment or transfer orders. Examples of such accounts are the customer's current and budget account.

**1.5 Other accounts**

Other accounts are accounts which are not payment accounts, such as custody accounts or accounts about which users may only make inquiries.

**1.6 Working day**

Working days are all days except Saturdays, Sundays, Danish public holidays, 5 June (the Danish constitution day), the Friday following Ascension Day, 24 December and 31 December.

**1.7 Personal security details**

Personal security details comprise the user's user-ID, access code and key codes (when using NemID), or the user's user number, personally selected PIN code and key codes from the user's NemID (when connecting via Mobilbank).

**2. Use of Netbank****2.1 Access to Netbank and security solutions**

The customer and the customer's users are connected to Netbank via the Internet from a computer by means of Netbank's security solution, NemID, see clause 2.1.1. The customer or the customer's users can also connect to Netbank via Mobilbank when on the Internet from a mobile unit (smartphone or the like) by means of a security solution consisting of a user number and a personally selected PIN code, see clause 2.1.2.

**2.1.1 Access by means of NemID**

2.1.1.1 NemID consists of a user-ID, an access code and a key card or another unit, e.g. a telephone, which indicates the code (key) to be entered by the user together with the user's user-ID and access code.

2.1.1.2 When the customer is connected to Netbank via NemID, the customer's Netbank is linked to the customer's NemID.

2.1.1.3 The user's use of NemID in Netbank is subject to the rules on the use of NemID, which the customer has received from DanID A/S, and which are available at [www.nemid.nu](http://www.nemid.nu). The customer and his or her users must comply with said rules, including the rules for the storage of user-IDs, access code and key card and security with respect to use, both when connecting to Netbank and when approving transactions in Netbank.

**2.1.2 Access via Mobilbank**

2.1.2.1 Access via Mobilbank requires that the customer or the customer's users have a mobile unit (smartphone or the like) with Internet access. The operating system of the mobile unit must support the application required to be downloaded by the customer or the customer's users in order to use Netbank via Mobilbank. The technical requirements are available at [www.tjekpc.dk](http://www.tjekpc.dk). Information on the selected functionalities and the procedure on the use of Mobilbank is available on Vestjysk Bank's website.

2.1.2.2 Access via smartphone requires that the user already has access to Netbank by means of NemID and has registered the functionality in Netbank.

2.1.2.3 The user will then need to create a personally selected PIN code, which ought to be learnt by heart or stored in a secret place. Choose a code which is difficult to break. Therefore, do not choose a code which contains several identical numbers or other easy codes, such as date of birth.

2.1.2.4 The user will gain access to Mobilbank by entering the user number and the personally selected PIN code.

2.1.2.5 The user number and the personally selected PIN code are personal and must not be assigned to others. The personally selected PIN code ought to be learnt by heart. The user must not reveal the code to others or in any other way allow others to learn the code. If the user fails to learn the code by heart or wishes to store the code, the code must be stored securely. The code must never be stored together with the user number. The rules on the use of the user's NemID key card appear from the rules on NemID, see clause 2.1.1.

2.1.2.6 After three unsuccessful entries of the PIN code, the connection will be disconnected, and access to Mobilbank will be blocked automatically for security reasons. The user can see the date and time of such blocking in Netbank.

**2.1.3 Information on the general use of Netbank**

2.1.3.1 The user accepts legally binding financial transactions in Netbank when entering his or her personal security details.

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2.1.3.2 For certain transactions and agreements in Netbank, Vestjysk Bank may for security reasons request the user to confirm the transaction and his or her identity by way not only of the user's personal security details, but also of an additional functionality in Netbank, such as entry of an one-off access code sent via SMS to the user's mobile phone. Such transactions cannot be completed when connecting via Mobilbank. Information on limitations on certain transactions in Netbank is available upon request to Vestjysk Bank.

2.1.3.3 Where a user has not met the requirements or fails to provide the information required for the additional functionality/functionality(ies) which may be employed by Vestjysk Bank for certain transactions and agreements (e.g. the user's mobile number) Vestjysk Bank may choose to limit the customer's access to perform such transactions and agreements in Netbank.

2.1.3.4 The user may change his or her access code and the personally selected PIN code or report his or her new mobile number in Netbank during Netbank's opening hours. Furthermore, the user may report his or her new mobile number by contacting Vestjysk Bank.

2.1.3.5 The user is entitled to use Netbank and its functionalities during Netbank's opening hours. The user cannot use Netbank in the event that Vestjysk Bank or Bankernes EDB Central (BEC), which is the data processing centre of Vestjysk Bank, becomes a party to an industrial dispute. The user will be informed as soon as possible when such a dispute commences or ends. Furthermore, the user cannot use Netbank in the event of any other technical interruptions of operations.

### 2.2 Power of attorney

2.2.1 The user's access to Netbank is strictly personal. The user may not allow any other person to use his or her Netbank access or personal security details. The customer may only give others than his or her employees access to accounts, etc. covered by this agreement by granting a separate power of attorney, and only if the attorney is a customer with Vestjysk Bank.

2.2.2 The power of attorney must be in writing and unambiguous, and the content of the power of attorney must be identical with that of Power of Attorney - self-service systems. In addition, the power of attorney is subject to approval by Vestjysk Bank. The attorney must enter into a separate Netbank agreement in order to gain electronic access to the accounts etc. covered by the power of attorney.

### 2.3 Blocking

2.3.1 The user's obligation to block access to Netbank

2.3.1.1 The user is obliged to contact Vestjysk Bank as soon as possible on tel. 96632000 or block access to Netbank via Netbank, if:

- \* others have obtained knowledge of the user's personal security details
- \* the user finds out or suspects that his or her access to Netbank is being misused
- \* the user in any other way suspects that his or her access to Netbank may be misused

2.3.1.2 Outside Vestjysk Bank's opening hours or Netbank's opening hours, the user may block access to Netbank by contacting Nets A/S on telephone +45 44 89 29 29, which is manned 24/7. The user must state the name of the bank and, if possible, the CVR number/civil registration number as well as key card number or user-ID.

2.3.1.3 Vestjysk Bank will send a written confirmation to the user specifying the time when the blocking was received and the reason for the blocking.

### 2.3.2 Vestjysk Bank's right to block the user's access to Netbank

2.3.2.1 Vestjysk Bank is entitled to block access to Netbank, if:

- \* Vestjysk Bank blocks the accounts linked to Netbank.
- \* there is reasonable suspicion that the customer's accounts are being misused, including where the customer or the customer's users are in breach of the Terms and Conditions of this agreement or any agreed limitations in the use of the customer's accounts. This also applies if, with respect to payment accounts with a credit facility attached, there is a significantly increased risk that the customer cannot meet his or her obligations.
- \* there is reasonable suspicion of misuse of the user's personal security details in connection with an electronic conclusion of agreement.
- \* there is reasonable suspicion of virus or computer hacker attack or similar security related causes, including three unsuccessful entries of the personally selected PIN code.

2.3.2.2 Vestjysk Bank will inform the customer in writing before the blocking, if possible, or immediately after the blocking, stating the time of the blocking and, if possible, the cause of the blocking, unless information on the cause of the blocking may harm security in Netbank. Vestjysk Bank may cancel the blocking when the causes of the blocking are not longer present.

2.3.2.3 Netbank may otherwise be reopened by contacting Vestjysk Bank. If the user's personally selected PIN code to be used for access via Mobilbank has been blocked, the user must remove such blocking in Netbank himself or herself.

### 2.3.3 Consequences of blocking

2.3.3.1 Blocking will cut off access to Netbank. Already booked transactions are not comprised by the blocking. Vestjysk Bank will to the extent possible prompt a discontinuation of transactions ordered, but not yet booked. It is, however, not always possible to discontinue an order, no matter if the transaction has been booked or not.

### 2.4 Placement of orders

2.4.1 The user may place orders in Netbank by entering the information indicated in the system.

2.4.2 In order to complete a payment transaction, the user must select the payment account in Netbank from which payment is to be effected and enter information on the payee, e.g., reg. no. and account number, IBAN and Swift code (for international transfers), FI creditor no. (for payment forms) and any other information required for identification of the payee as indicated in Netbank.

2.4.3 Vestjysk Bank may choose to offer one or more of the types of transfer mentioned below:

- a) Standard transfer
- b) Same-day transfer
- c) Immediate transfer

2.4.4 The customer may choose between the types of transfer offered by Vestjysk Bank from time to time.

2.4.5 The user approves the order by entering his or her personal security details and maybe also by confirming the transaction and the user's identity via a supplementary functionality in Netbank, see clause 2.1.3.3.

2.4.6 Vestjysk Bank deems an order for a payment transaction which has been completed in accordance with the unambiguous identification code as indicated by the user in the order as correctly completed.

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2.4.7 An order for a payment transaction is considered as having been received by Vestjysk Bank on the day the user approves his or her order in Netbank. Orders for payment transactions approved by the user to be completed on a payment date later than today's date will be considered to be received on this later date. If the day on which the user approves the order in Netbank is not a working day, or the later payment date as instructed by the user is not a working day, the order will be considered to be received on the following working day. However, this does not apply to payment transactions in respect of which an immediate transfer order is placed as the customer may use an immediate transfer to transfer funds in real time 365 days a year.

2.4.8 In respect of payment transactions for which a same-day transfer order is placed, orders for payment transactions must be submitted to Vestjysk Bank before a specified cut-off time to be completed at the requested date. In respect of payment transactions for which an immediate transfer order is placed, the transfer is effected immediately upon receipt of the transfer order if the payee's bank approves that the transfer can be made. Further information about cut-off times placement of orders and completion time in Netbank is available from Vestjysk Bank on request.

**2.5 Limitations in completion (cover, etc.)**

2.5.1 Payments and transfers are only completed if sufficient funds are available in the account in question.

2.5.2 Payments ordered with payment dates later than the day of the order will be effected on the payment date if sufficient funds are available for all payments due on the day in question. Where the total amount of payments due exceeds the funds available in the account, all payments will be refused, and the payment date will be postponed until the following banking day when the procedure will be repeated. If one or more of the refused payments are to be carried out within the limits of the funds available in the account, the refused payment(s) must be accepted again.

2.5.3 Vestjysk Bank is under no obligation to complete payments if insolvency proceedings are commenced against the user or if the user dies.

**2.6 Maximum time of completion**

2.6.1 An order for a payment transaction will always result in a withdrawal from the customer's account on the payment date indicated by the user in the order (see, however, clause 2.5 above). The amount is credited to the account with the payee's bank at the closure of the first working day following the transaction date stated by the user in the payment order (see, however, clause 2.5 above).

2.6.2 Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for a standard transfer are completed (credited to the payee's account) no later than at the closure of the first working day following the transaction date stated by the user in the payment order (see, however, clause 2.5 on cover and clause 2.4.7 on receipt of orders and cut-off times). Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for a same-day transfer are completed on the same day (see, however, clause 2.5 on cover, clause 2.4.7 on receipt of orders and clause 2.4.8 on cut-off times above). Payment transactions in Denmark denominated in Danish kroner in respect of which the order is for an immediate transfer are completed in real time, 24 hours a day, 365 days a year (see, however, clause 2.5 on cover). Further information on Vestjysk Bank's expected maximum completion time and the terms of use of same-day transfer and immediate transfer is available from Vestjysk Bank on request. However, Vestjysk Bank is not responsible for the transfer being effected within the expected maximum completion time.

2.6.3 International payment transactions or transactions denominated in foreign currencies are subject to special completion time.

2.6.4 Information about the completion time for all types of payment transactions is available from Vestjysk Bank on request.

**2.7 Revocation and refusal of orders**

2.7.1 Orders for payment transactions may be revoked via Netbank during Netbank's opening hours no later than on the day before the selected payment date.

2.7.2 If orders are revoked on the same day as the transaction date, such revocation is possible only on application to Vestjysk Bank and only if the payment has not yet been remitted to the payee. Vestjysk Bank may charge a fee for the revocation.

2.7.3 Unrecorded transactions will, in general, not be completed if the user no longer has access to an account/a custody account via Netbank after termination of the Netbank agreement; if an account/a custody account is blocked by Vestjysk Bank, or if the account/custody account no longer exists on the payment date.

2.7.4 On the basis of a specific assessment, Vestjysk Bank is entitled, but not obliged, to change or cancel a transfer order made by a user if Vestjysk Bank believes that the transfer order or part thereof is the result of an error on the part of the user.

2.7.5 Where a transfer order is changed or cancelled by Vestjysk Bank, Vestjysk Bank must inform the customer without undue delay by telephone and electronically or by ordinary mail. If the refusal concerns a payment transaction, Vestjysk Bank will state the reason for the refusal and the procedure for correcting the error that caused the refusal.

**2.8 Statement of account and control**

2.8.1 Where account movements have occurred in the customer's payment accounts and other accounts/custody accounts, information of such movements will be provided on a daily basis via lists of account entries, etc., in Netbank. Vestjysk Bank may charge a fee for providing information in Netbank on payment account movements.

2.8.2 In addition, statements and other documentation, including trading confirmations, etc. may be sent electronically or by ordinary mail in accordance with the rules for accounts and custody accounts and agreements with Vestjysk Bank. Vestjysk Bank may charge a fee therefore.

2.8.3 It is the responsibility of the customer to retrieve, print and save electronic statements, agreements and documents, etc.

2.8.4 The customer must regularly check the entries into the customer's accounts via the lists of account entries in Netbank and by control of the content of any statements of accounts, trading confirmations and other documentation relating to the customer's accounts. The customer must observe the deadline set out in clause 2.9 below.

2.8.5 If, during such regular checks, the customer detects transactions which the customer or the customer's users have not approved or made, the customer must contact Vestjysk Bank as soon as possible.

2.8.6 Lists of account entries in Netbank and bank statements, if any, etc., may show amounts that have not yet been paid into the account/custody account in full. The customer may request to receive a copy of documentation from previous periods against payment of a fee, if any, see the General Terms of Business of Vestjysk Bank. Documentation can be printed in the current year plus five year.

**Terms and Conditions for Netbank (Business)****2.9 Notification**

The bank will notify the customer of any suspicion of or actual incidents of any misuse or security threats. The bank will notify the customer either by telephone, through Netbank or any other equally secure means of communication.

**2.10 Unauthorised payment transactions**

2.10.1 If the customer finds that one or more payment transactions have been completed in the customer's payment accounts, which have not been approved or made by the customer or the customer's users, the customer must contact Vestjysk Bank as soon as possible after he or she has become aware of such unauthorised transaction. When assessing whether the customer has contacted Vestjysk Bank in due time, emphasis will be given to the customer's obligation to regularly check the entries in the customer's accounts, see clause 2.8.4. The customer must in any circumstances contact Vestjysk Bank no later than 2 months from completion of the transaction in the customer's account.

**2.11 Costs**

2.11.1 Costs and fees in connection with the registration with and use of Netbank and its functionalities by the customer and the customer's users will appear from Vestjysk Bank's list of charges.

**2.12 Message to the bank**

2.12.1 Netbank enables the customer to send messages to Vestjysk Bank through Netbank. No messages to Vestjysk Bank through Netbank should contain instructions for payment, transfers or other transactions, including any purchase or sale of securities, irrespective of whether such transactions would otherwise be possible through Netbank.

2.12.2 Vestjysk Bank's access to messages through Netbank may be delayed or impeded notwithstanding confirmation of a message having been sent through Netbank. If the time of Vestjysk Bank's reading of the message is important, the customer should not only use *message to the bank*, but also contact the bank directly, however not through Netbank.

**3. Use of the system, title and data security****3.1 Title and use of Netbank**

3.1.1 Vestjysk Bank has title to and copyright of the computer programs and systems used in Netbank, except from the customer's own or any licensed Internet access software. The customer and his or her users only have a limited right of use of Netbank for the term of this agreement. The programs may not be changed or copied.

3.1.2 The access granted to use computer programs with related services via Netbank is exclusively for the customer's own use, and any passing on thereof to others with or without consideration is prohibited.

3.1.3 Netbank is checked for virus before the customer is connected.

3.1.4 The customer is obliged, at his or her own expense, to keep intact his or her equipment and applications necessary for connection via the Internet, according to Vestjysk Bank's instructions, if required.

3.1.5 The customer is obliged to ensure that a proper anti-virus program is installed on the computer and activated at all times and to ensure that such program is updated.

3.1.6 Technical requirements for the customer's equipment, operating system, Internet access, etc. are available upon request to Vestjysk Bank or at [www.tjekpc.dk](http://www.tjekpc.dk).

3.1.7 The user must check the computer, software and data for virus before use. If virus is found, the user may not use Netbank.

3.1.8 Before using Netbank, the user must ensure that Netbank or the relevant application for Mobilbank is distributed by Vestjysk Bank's data processing centre, i.e., Bankernes EDB Central (BEC).

3.1.9 Vestjysk Bank reserves the right - without notifying the customer - to implement changes of Vestjysk Bank's computer programs and records on which the agreed services are based.

**3.2 Data security**

3.2.1 Vestjysk Bank and Bankernes EDB Central (BEC) have to the widest possible extent taken the measures necessary for safeguarding data security, including measures to prevent the unauthorised access of others to the customer's data. Vestjysk Bank is, however, unable to guarantee that Netbank is 100% secure.

3.2.2 Neither Vestjysk Bank nor Bankernes EDB Central (BEC) is responsible for information being passed on to others due to data transmission errors or due to third parties intervening in the data transmission connection.

3.2.3 The users must immediately inform Vestjysk Bank of any irregularities noticed by the users in respect of data and user security, including any misuse of the users' personal security details.

**3.3 Consent to use, storage and passing on of personal information and information about purchase, etc.**

3.3.1 On registering for Netbank, the customer consents to the processing of his or her personal data in connection with the supply of this service, including the processing for use of and in connection with the execution or correction of payment transactions. The personal data that may be processed includes, for instance, civil registration numbers, addresses and account numbers. The customer may withdraw his or her consent at any time, but in doing so, the customer must be aware that the customer cannot use Netbank.

3.3.2 When Netbank is used, the user-ID, the account numbers of the customer and the payee, if any, amount, transaction date, and data of the system used (e.g. model and version of operating system used and data on the installation, serial number of the network interface card and hard disk etc.) may be registered for identification purposes and security reasons. If Netbank is used for the transfer of amounts, Vestjysk Bank will send information about amount and transaction date to the payee. Information on the name, address, etc. of the payer will be passed on in the form in which it is registered by Vestjysk Bank or by the customer. The payee will receive such information via his or her own bank.

3.3.3 If Netbank is used for the transfer of funds into a foreign account, information may be passed on to the American authorities if it is suspected that the purpose of the transfer is to finance criminal or terrorist activities.

3.3.4 Information is only passed on if required by law, or if such information is to be used in legal proceedings between the customer and Vestjysk Bank, or otherwise in pursuance of the General Terms of Business of Vestjysk Bank.

3.3.5 Information will be stored by the payee, if any, by the payee's bank and by Vestjysk Bank. The information is used for Vestjysk Bank's bookkeeping, in statements of account and in connection with any subsequent correction of errors. Information will be stored for five years.

## Terms and Conditions for Netbank (Business)

3.3.6 When the user uses NemID for connection to and use of Netbank, Vestjysk Bank will forward certain information on the user to DanID A/S in its capacity of data processor in accordance with the rules for the use of NemID.

3.3.7 Netbank uses cookies, i.e. information placed by Netbank on the customer's computer, which identifies the computer to Netbank. Cookies are used for the purpose of transferring or facilitating the transfer of communication via Netbank or for the purpose of providing functionalities/services expressly requested by the customer, e.g. by the choice of language or the like. If the customer has set his or her computer to refuse cookies, certain Netbank functionalities/services may not work or may not work optimally.

3.3.8 The customer is entitled to be informed about the information collected and processed by Bankernes EDB Central (BEC) or Vestjysk Bank about the customer, subject to certain statutory exceptions. The customer is furthermore entitled to object to such collection and to any further processing of the customer's personal information. Moreover, the customer is entitled to have his/her personal information updated if required. Reference is made to the General Terms of Business of Vestjysk Bank.

### 4. Customer's liability and risk

4.1 The customer bears any liability and risk in connection with the use of Netbank.

4.2 Consequently, the customer bears, e.g., any risk incurred in connection with:

- a) the unauthorised use of Netbank by others
- b) that information to Vestjysk Bank disappears or is destroyed, damaged, delayed, corrupted during data transmission or does not reach the recipient.
- c) that information is disclosed to any third party as a result of faults having occurred during the data transmissions or the unauthorised access by a third party to the data transmission connection.

4.3 It follows from clause 4.1 that the customer is, *inter alia*, liable for:

- a) any transactions carried through in Netbank by the customer or the customer's users
- b) errors committed by users or their misuse of Netbank.

4.4 The customer must ensure that:

- a) the customer's users are aware of and comply with this agreement with Terms and Conditions for Netbank, including terms and conditions on the use of NemID.
- b) the customer's users observe the security measures concerning the user's personal security details.
- c) the user has consented to the passing on of user's name, address, civil reg. no. and email address and mobile number, if any, to Vestjysk Bank and DanID A/S.
- d) the user's NemID/Netbank access will be blocked immediately upon expiry of the user's employment with the customer.

4.5 Notwithstanding the provisions set out in clauses 4.2 and 4.3, the customer is not liable for unauthorised use of Netbank taking place after Vestjysk Bank has been informed that an unauthorised person has gained knowledge of a user's personal security details.

4.6 In connection with transfers between accounts or payments via Vestjysk Bank, the customer must ensure that the necessary funds are available in the account on the payment date, and that all information required for the transfers or payments has been correctly stated.

4.7 The customer and his or her users must immediately inform Vestjysk Bank of any irregularities noticed, including any suspicion of disregard or breach of data security or misuse, loss or copying of the users' personal security details.

### 5. Vestjysk Bank's liability

5.1 Vestjysk Bank must take the measures necessary to prevent unauthorised access to the system by others.

5.2 Vestjysk Bank is liable in damages if it fulfils the agreed obligations too late or in an inadequate manner due to errors or omissions.

5.3 Even under circumstances where Vestjysk Bank is subject to stricter liability, Vestjysk Bank is not liable for any losses due to:

5.3.1 breakdowns of/inability to access IT systems or damage to data in such systems as a result of the below events, irrespective of whether the operation of such systems is the responsibility of Vestjysk Bank itself or an external supplier;

5.3.2 failures in the power supply or telecommunications of Vestjysk Bank, statutory interventions or administrative orders, acts of God, war, riots and civil commotion, sabotage, terrorism or wilful damage (including computer virus and hacking);

5.3.3 strikes, lockouts, boycotts or blockades, irrespective of whether the conflict is aimed at or instigated by Vestjysk Bank or its organisation and irrespective of the reason of the conflict. The foregoing also applies to situations where the conflict only affects parts of Vestjysk Bank; and and

5.3.4 other circumstances beyond the control of Vestjysk Bank.

5.4 Vestjysk Bank is not exempted from liability in cases where:

5.4.1 Vestjysk Bank should have foreseen the event causing the losses at the time when the agreement was concluded or should have avoided or overcome the cause for the losses; or

5.4.2 Current legislation in any event makes Vestjysk Bank liable for the circumstances causing the loss.

5.5 Vestjysk Bank is not liable for losses due to:

5.5.1 Interruptions of operations preventing the use of Netbank, including denied access to Netbank or to Vestjysk Bank's computer systems or the disruption of the connection irrespective of whether such interruption has been caused by Vestjysk Bank itself or is due to external circumstances;

5.5.2 Blocking of the customer's accounts if there is well-founded suspicion of misuse of the customer's accounts or the customer's access to Netbank

5.5.3 Change or refusal of transfer orders due to intervention by Vestjysk Bank, see clause 2.7.4 above.

**Terms and Conditions for Netbank (Business)**

5.6 Furthermore, Vestjysk Bank is in no event liable for indirect losses suffered by the customer, including operating loss, loss of interest, loss of time, loss of goodwill or for damage to the customer's property, including loss of data or programmes, not even if such damage is due to a defect in Vestjysk Bank's product. This applies irrespective of whether Vestjysk Bank has been informed of the risk of such loss, or whether Vestjysk Bank has acted negligently.

**6. Product liability**

6.1 Vestjysk Bank is not liable for losses due to the customer installing and using, and connecting to and using Netbank unless such liability results from mandatory provisions of the Danish Product Liability Act (produktansvarsloven).

6.2 The customer must take out adequate insurance against direct and indirect losses that may arise due to the instalment of the personal security details and the use thereof in the customer's computer system. Moreover, the customer must take back ups of data that would inflict a loss on the customer if such data were lost.

**7. Amendments**

7.1 Amendments to this agreement are not subject to any notice. The customer will be notified via Netbank or a written or electronic notification. The customer is obliged to notify Vestjysk Bank of any changes to his or her postal address or email address, and it is the customer's responsibility to receive any notifications on amendments if the customer fails to report a change in the email or postal address.

**8. Termination**

8.1 Either party may terminate this agreement by giving 1 month written notice to expire on the last day of a month. Vestjysk Bank may, however, terminate this agreement without notice if the customer or his or her users breach the terms and conditions hereof.

**9. Supervision and guarantee scheme**

9.1 Vestjysk Bank is subject to supervision by the Danish Financial Supervisory Authority and is registered under registration number 7730.

9.2 Vestjysk Bank is covered by the Guarantee Fund for Depositors and Investors. The Fund covers certain losses suffered by depositors and investors in the event of a restructuring proceedings or bankruptcy in accordance with the rules applicable to depositors and investors set out in the Danish Act on a Guarantee Fund for Depositors and Investors.

**General rules for Betalingservice debtors****1. Special rules for Betalingservice debtors****1.1 Registration**

1.1.1 The customer's registration with Betalingservice is subject to the "General conditions for Betalingservice debtors", see below, and the special rules set out in this clause 1.

1.1.2 This Netbank agreement makes up the customer's BS debtor agreement.

**1.2 BS mandates**

1.2.1 BS mandates may be given using the accounts which the customer may choose in Netbank when giving a new BS mandate.

1.2.2 Any applicable mandates appear from the list of mandates in Netbank.

1.2.3 The customer is entitled to change the account numbers for BS mandates in Netbank.

**1.3 Betalingservice pre-notification**

1.3.1 Information of future payments will appear from a list found under "future payments" in Netbank. In addition, the customer will receive his or her Betalingservice pre-notifications by ordinary mail or electronically, see below.

**1.4. Electronic payment information**

1.4.1 If the customer has registered with electronic mail (e-Boks) via the Netbank agreement, he or she will receive electronic payment information in e-Boks and will no longer be entitled to receive printed Betalingservice pre-notifications. However, if it deems it to be necessary, Vestjysk Bank may choose to also send printed Betalings-service pre-notifications to the customer. If the customer has registered with electronic mail (e-Boks) and specifically wishes to receive printed Betalings-service pre-notifications, he or she may enter into agreement with Vestjysk Bank to such effect.

**1.5 Termination of BS mandates**

1.5.1 The customer may cancel BS mandates via Netbank. Cancelled BS mandates will not be included in the list of BS mandates in Netbank.

**2. General conditions for Betalingservice debtors****1. What is Betalingservice?**

Betalingservice is a payment service which enables the customer to pay bills in DKK to creditors registered in the system. Once the customer has given a BS mandate to his or her creditor, the creditor is authorised to collect payments from the customer's account. Betalingservice is a system designed for recurring payments, but the creditor may also execute one-off payments or in exceptional cases use Betalings-service for payments of e.g. excess amounts paid on account into the customer's account.

The conclusion of payment agreements is subject to the customer having entered into a BS debtor agreement with Vestjysk Bank, see clause 3.

**2. Definitions****2.1 Creditor**

The creditor is the business to which the customer makes a payment under the payment agreement.

**2.2 Debtor**

The customer is the debtor making payments under the payment agreement.

**2.3 Nets A/S**

Nets A/S, CVR no. 20 01 61 75, Lautrupbjerg 10, 2750 Ballerup, Denmark, is the company providing the Betalings-service product. As a payment services provider, Nets is subject to the supervision of the Danish Financial Supervisory Authority. Customers may contact Nets regarding Betalings-service in two ways: You can contact Nets's customer service by telephone or by submitting a contact form online. Information about both options is available on the betalings-service.dk website.

**2.4 Betalings-service debtor agreement (BS debtor agreement)**

A debtor agreement is an agreement between the customer and Vestjysk Bank authorising the customer to pay bills through Betalings-service.

**2.5 Payment agreement**

A payment agreement is an agreement between the customer (the debtor) and the creditor authorising the creditor to collect payments from the customer through Betalings-service.

**2.6 Prenotification**

Prenotification is provided in the form of a payment summary listing payments to be collected from the customer's account over the next month. The customer receives the payment summary as agreed with Vestjysk Bank, that is, digitally or by ordinary post.

**2.7 Digital payment information**

Digital payment information is payment information delivered digitally to the customer's Netbank and/or to the customer's digital mailbox, for instance e-Boks. Digital payment information may include, for instance, a notice from the customer's creditor and other documents attached to supplement the payment summary.

**2.8 Banking day**

Banking days are all days except Saturdays, Sundays, Danish public holidays, the Friday after Ascension Day, 5 June, 24 December and 31 December.

**2.9 Payment date**

The payment date is the day on which the amount is debited to the customer's account. Payments are executed on banking days only.

**2.10 Refusal**

If payment is refused, the system will not execute the payment transaction. The customer may refuse a future payment in accordance with the provisions set out in clause 9.

**2.11 Return**

Return of a payment means that the amount is returned from the creditor's account to the customer's account. The customer or Vestjysk Bank may request a transfer of a payment already executed if the conditions are met, see clause 9.

**General rules for Betalingservice debtors****3. Registration for Betalingservice through the BS debtor agreement****3.1 The BS debtor agreement**

It is a condition for using Betalingservice that the customer has concluded a BS debtor agreement with Vestjysk Bank. If the customer wishes to use Betalingservice, the customer must contact Vestjysk Bank.

Vestjysk Bank is not obliged to conclude a BS debtor agreement with the customer but will make an individual assessment as to whether the customer may use Betalingservice.

Once the customer has a BS debtor agreement, the customer can enter into agreements about regular payment transfers. If the customer has no BS debtor agreement, Vestjysk Bank is entitled to return payments already effected and cancel BS mandates in accordance with the provisions set out in clause 9.3.

**3.2 Rules**

The BS debtor agreement obliges the customer to comply with the General Conditions for Betalingservice Debtors.

**4. BS mandates****4.1 Effect of BS mandates**

When giving a BS mandate, the customer authorises the creditor to collect payments from the customer's account on the payment date specified by the creditor.

**4.2 Giving BS mandates**

The customer may give a BS mandate in one of the following ways:

- \* The customer may give a BS mandate to a creditor, who will register the mandate with Nets A/S;
- \* The customer may give a BS mandate to a creditor through Vestjysk Bank, for instance through the customer's Netbank; or
- \* The creditor may have a link on its website for a registration form with Nets A/S at which the customer may give a BS mandate.
- \* The customer may enter into payment agreements with creditors in Nets's Betalingservice App.

Whenever the customer enters into a new payment agreement, the agreement will be included in the payment summary as newly created.

Payments under payment agreements will not be debited through Betalingservice until they are listed in the payment summary. Until then, the customer must make sure to pay creditors in another way.

**4.3 Identification and approval**

If the customer enters into a payment agreement digitally, the customer must identify himself or herself and approve the agreement using his or her NemID. Once the identification and approval process is complete, subsequent payments will not be subject to any renewed identification or approval.

As for payment agreements not entered into digitally, the creditor or Vestjysk Bank must provide documents proving the customer's identity and the approval of the agreement.

**4.4 Change of account number**

If the customer wishes to change the account number registered in the BS mandate, the customer must contact Vestjysk Bank.

If the reason for changing the account number is that the customer is transferring his or her accounts and facilities to another bank, the customer must contact his or her new bank.

**5. Consent to the processing of personal data**

The customer consents to Nets collecting and processing his or her personal data in accordance with the privacy policy of Betalingservice available on the betalingservice.dk website under Menu - Private - FAQ (available in Danish only). The policy also describes the customer's rights.

The customer may withdraw his or her consent at any time, but in doing so, the customer will not be able to use Betalingservice. The customer's withdrawal of his or her consent will be considered to be the customer's notice of termination of the BS debtor agreement, see clause 12.

**6. Prenotification in Betalingservice****6.1 The Betalingservice prenotification**

If payments fall due the following month, the customer will receive one or more Betalingservice prenotifications.

The customer will receive his or her prenotification digitally and/or in print as agreed with Vestjysk Bank.

If the customer has opted for digital prenotification only, the customer must read clause 7 carefully.

**6.2 When will the customer receive the prenotification?**

If the customer has opted for digital prenotification, information about the following month's payments will be available in his or her online banking system and/or his or her digital mailbox before the beginning of the month.

If payments fall due the following month, the customer will receive the printed prenotification before the beginning of the month subject to regular postal delivery service.

**6.3 Contents of the prenotification**

The payment summary specifies the amount, payment date, creditor's name and payment details that make it easy for the customer to identify the payment transfer.

Additional documents with information from the creditor may be attached to the payment summary.

**6.4 The prenotification as an invoice**

The payment summary and any documents attached may replace an invoice. This also applies to digital payment information received.

**6.5 Copy of printed prenotifications**

The customer may ask Vestjysk Bank for copies of prenotifications. Vestjysk Bank will be able to provide a copy in the transaction year and the following five years.

Vestjysk Bank will inform the customer of the charge for this service on request.

**7. Special rules on digital payment information****7.1 Access to digital payment information**

Digital payment information will be available in the customer's Netbank and/or digital mailbox in the month in which the payment has been executed and for the following 13 months.

Vestjysk Bank and the digital mailbox provider will inform the customer, at his or her request, for how long a period the digital payment information will be stored in the customer's Netbank and digital mailbox, respectively.

## General rules for Betalingsservice debtors

If the customer needs to store digital payment information beyond that period, Vestjysk Bank and/or the customer's digital mailbox provider can inform the customer of storage and printing options. They can also tell the customer what to do if the customer wants to change bank.

### 7.2 The customer's obligations in connection with digital payment information

The customer is responsible for checking that the customer actually receives the payment summary and any additional payment information, for instance a notice from the creditor and any documents to supplement the payment summary.

The customer must contact Vestjysk Bank as soon as possible if the customer has not received the digital payment summary expected at the end of one month or the beginning of the next, or if the customer discovers a defect in his or her hardware or software that prevents the customer from receiving payment information digitally. Vestjysk Bank will make sure that the payment information is sent again to the customer, in digital or printed format.

If the customer does not immediately contact Vestjysk Bank, the customer may fail to observe the deadline for refusing a payment, see clause 9.1.

The customer is responsible for ensuring that the customer's own equipment, such as computer, software, internet connection, etc., is set up to receive digital payment information. The customer is also responsible for any failure to receive payment information being due to circumstances beyond the control of, for instance, the customer's telecommunications company or internet service provider.

## 8. Payment execution

### 8.1 Funds in the customer's account

The customer's account must hold sufficient funds at the payment date. If the funds in the customer's account are insufficient to meet all payments that fall due on a payment date, Vestjysk Bank is entitled to return these payments in accordance with the provisions set out in clause 9.

### 8.2 Payment execution date

A payment is debited to the customer's account on the payment date specified by the creditor.

### 8.3 Specification of payment date

The creditor must specify the payment date in accordance with the customer's agreement. The customer and his or her creditor must agree on changes to payment dates.

### 8.4 Payment and receipt

Collection of payments through Betalingsservice will discharge the customer from his or her payment obligation to his or her creditor. An account statement specifying the payment is considered evidence of execution. This does not apply, however, if the payment is subsequently refunded or returned by Vestjysk Bank.

If the customer wants a separate receipt for a payment executed during the past 15 months, the customer must contact Vestjysk Bank. Vestjysk Bank will inform the customer of the charge for this service on request.

### 8.5 Maximum execution time

The maximum total execution time is one banking day.

## 9. Refusals and refunds

### 9.1 General deadline for refusals/refunds

The customer may refuse an upcoming payment or request refund of a payment already executed no later than on the 7th day of the payment month.

If the prenotification, for example, specifies that a payment falls due on the 25th day of the month, the customer must refuse the payment no later than the 7th day of the payment month.

No transaction will be recorded in the customer's account if the customer refuses a payment. If the payment has already been executed, the amount will be debited to the creditor's account and credited to the customer's account. The list of account entries or the account statement will show the refund.

Only the payment in question will be refused or refunded - not future payments under the agreement.

The customer can refuse or request a refund of the full amount only.

If the customer wants to stop all future payments, the customer must terminate his or her payment agreement in accordance with clause 11.1 or terminate his or her BS debtor agreement if the customer has no intention at all of using the Betalingsservice in the future, see clause 12.1

### 9.2 How to refuse/request refunds of payments

The customer must notify Vestjysk Bank that he or she wishes to refuse or request a refund of a payment no later than on the 7th day of the month.

The customer may notify Vestjysk Bank digitally through his or her online banking system, by letter or otherwise as agreed with Vestjysk Bank.

### 9.3 Vestjysk Bank's return of payments

Vestjysk Bank may return a payment if:

- \* the customer's account does not hold sufficient funds and amount to be paid exceeds DKK 1,000;
- \* the customer has not made a BS debtor agreement with Vestjysk Bank;
- \* Vestjysk Bank has terminated the BS debtor agreement before the payment date;
- \* the BS mandate has expired because the customer's account relationship with Vestjysk Bank has ended before the payment date;
- \* payment data or the processing is incorrect.

Nets A/S must receive Vestjysk Bank's request for a return no later than two banking days after the payment date. If given timely notice, Nets will make sure that the full amount is returned from the creditor's account to the customer's account.

### 9.4 Deadlines

If the deadline for a refusal, a refund or a return is a non-banking day, the actual deadline is the following banking day.

## 10. Disputing payments

### 10.1 Unauthorised and incorrectly executed payments

Payments are unauthorised if no valid BS mandate exists. Payments are incorrectly executed if they are not registered and booked correctly or if they are affected by technical failure or similar failure caused by Nets A/S or Vestjysk Bank, for example a discrepancy between the notified amount and the booked amount.

## General rules for Betalingservice debtors

### 10.2 The customer's options

The customer may submit an objection to Vestjysk Bank stating that

- \* the customer has not given a BS mandate to the creditor for the payment in question; or
- \* the payment in question is incorrect.

If the customer believes that an executed payment is unauthorised or incorrectly executed, the customer must contact Vestjysk Bank as soon as possible after detecting the failure and no later than 13 months after the payment date.

If the payment is unauthorised or incorrectly executed, the payment will be returned through Vestjysk Bank. The customer's position will be the same as before execution of the payment.

### 10.3 Deadlines

If the deadline for submitting the customer's objection is a nonbanking day, the actual deadline is the following banking day.

## 11. Termination of BS mandates

### 11.1 Cancellation by the customer

The customer may notify Vestjysk Bank or his or her creditor that the customer wishes to cancel a BS mandate any time.

### 11.2 Effective date of cancellation

The customer's cancellation will take effect as soon as possible but no later than three banking days after Nets A/S received the request from Vestjysk Bank or creditor.

### 11.3 Expiry due to inactivity

A BS mandate may expire if the mandate has been inactive for a period of 15 months. The customer's next prenotification will notify the customer of the expiry.

### 11.4 Expiry on termination of BS debtor agreement

If the BS debtor agreement with Vestjysk Bank is terminated, all BS mandates under the BS debtor agreement will expire see clause 12.2.

### 11.5 If the creditor ceases to use Betalingservice

If the creditor ceases to use Betalingservice, the customer's BS mandate with the creditor automatically expires.

### 11.6 Effect of cancellation and expiry

If a BS mandate is cancelled or has expired, the creditor may no longer collect payments from the customer. Any payments notified but not yet executed will not be executed. The customer's Betalingservice prenotification will show cancelled and expired BS mandates.

## 12. Termination of the BS debtor agreement by the customer

### 12.1 No deadline for notice of termination by the customer

The customer may terminate his or her BS debtor agreement with Vestjysk Bank in writing at any given time.

### 12.2 Effect of termination by the customer

On termination, all BS mandates under the BS debtor agreement will expire. Consequently, the customer's creditors will have to collect payments in other ways.

Payments listed in the prenotification will not be executed if they fall due for payment after the expiry of the BS debtor agreement.

### 12.3 When does the notice of termination take effect?

The customer's termination of the BS debtor agreement will take effect as soon as possible but no later than three banking days after Vestjysk Bank has received the notice of termination.

## 13. Termination of the BS debtor agreement by Vestjysk Bank

### 13.1 Notice of termination by Vestjysk Bank

Vestjysk Bank may terminate the BS debtor agreement by giving at least two months' notice.

Vestjysk Bank may terminate the agreement without notice in the event of a material breach of contract on the customer's part. In that case, Vestjysk Bank will inform the customer in writing of the reason for terminating the agreement. An example of a material breach would be if the customer failed on several occasions to ensure there were sufficient funds in the customer's account see clause 8.1.

### 13.2 Effect of termination of the BS debtor agreement

On termination, all BS mandates under the BS debtor agreement will expire. Consequently, the customer may no longer use Betalings-service for the payment of the customer's creditors.

## 14. Vestjysk Bank's failure to meet obligations

If Betalingservice does not execute a payment because Vestjysk Bank restructuring or bankruptcy proceedings have been filed against Vestjysk Bank, the creditor may collect the amount from the customer in another way.

In this situation, the creditor cannot claim remedies for breach against the customer as a result of the payment not being executed if the customer makes a payment within the new deadline set by the creditor.

## 15. Vestjysk Bank's liability

Vestjysk Bank is liable for late or defective performance of its contractual obligations resulting from error or negligence. Even in areas of stricter liability, Vestjysk Bank is not liable for losses arising from

- \* breakdowns of/inability to access IT systems or damage to data in such systems as a result of the below events, irrespective of whether the operation of such systems is the responsibility of Vestjysk Bank itself or an external supplier;
- \* failures in the power supply or telecommunications of Vestjysk Bank, statutory interventions or administrative orders, acts of God, war, riots and civil commotion, sabotage, terrorism or wilful damage (including computer virus and hacking);
- \* strikes, lockouts, boycotts or blockades, irrespective of whether the conflict is aimed at or instigated by Vestjysk Bank or its organisation and irrespective of the reason of the conflict. The foregoing also applies to situations where the conflict only affects parts of Vestjysk Bank;
- \* other circumstances beyond the control of Vestjysk Bank.

Vestjysk Bank will not be exempt from liability in cases where:

- \* Vestjysk Bank should have foreseen the cause of the loss when the agreement was concluded, or should have avoided or overcome the cause of the loss;
- \* Danish legislation in any event makes Vestjysk Bank liable for the circumstances causing the loss.

## 16. Charges

Vestjysk Bank will inform the customer of applicable Betalingservice charges on request.

Some creditors charge a fee for the use of Betalingservice. For more details on such fees, the customer must contact the creditor.

**General rules for Betalingsservice debtors****17. Changes to the conditions and new copy of the conditions to the customer****17.1 Notification of changes**

Changes to these conditions to the customer's disadvantage are subject to two months' notification. Other changes may take effect without notice. The customer will be notified of changes by email, ordinary letter or through the customer's Netbank.

**17.2 Approval of changes**

The customer is assumed to have approved the notified changes unless the customer informs Vestjysk Bank that he or she does not wish to be bound by the revised terms and conditions. If the customer cannot approve the changes, the customer's BS debtor agreement will terminate as from the day when the changes take effect.

**17.3 New copy of the conditions to the customer**

The customer may always request a new copy of this document, including the General Conditions for Betalingsservice Debtors from Vestjysk Bank at any time.

**18. Law, jurisdiction and disputes**

These conditions are governed by Danish law.

The customer should contact Nets A/S if the customer wants to file a complaint against Nets A/S or any of Nets A/S's products.

If the customer wants to dispute a payment collected by the creditor, the customer must contact the creditor.

Disputes relating to the customer's or the creditor's bank may be brought before the Danish Complaint Board of Banking Services or the ordinary courts in the jurisdiction of Vestjysk Bank's home court.

Disputes relating to Nets A/S's role as a payment service provider maybe brought before the Danish Financial Supervisory Authority.

Nets A/S is authorised to operate as a payment institution under the Danish Financial Supervisory Authority's FSA No. 22002.

**General rules for electronic mail (e-Boks)****1. Definitions****e-Boks**

e-Boks is a confidential mailbox on the Internet. In e-Boks the customer may receive electronic mail from a number of providers, for example, the customer's Netbank, local authority, etc.

**2. Choice of electronic mail**

2.1 These rules establish the terms and conditions under which the customer may receive electronic printouts from Vestjysk Bank in the customer's e-Boks.

2.2 The customer hereby chooses to receive information and printouts from Vestjysk Bank as electronic mail in the customer's e-Boks and chooses not to receive paper printouts. Depending on the customer's Netbank configuration, the customer may, in certain cases, choose not to receive certain types of mail in the e-Boks. If the customer's Netbank configuration does not offer this facility, the customer may contact Vestjysk Bank to have such a facility set up. However, Vestjysk Bank reserves the right to send paper-based printouts by ordinary mail.

2.3 The agreement includes all of the customer's existing and future accounts and custody accounts with Vestjysk Bank with those amendments which may be agreed upon with the customer on a current basis.

**3. Contents**

3.1 The customer will receive information and printouts as electronic mail in the customer's e-Boks where he or she has previously received such information by ordinary mail or has received electronic mail via Vestjysk Bank's Netbank. Different types of mail that have either been sent by ordinary mail or electronically, are hereafter only sent to e-Boks. It is a precondition that the customer sets up an e-Boks, see clause 3.3 below.

3.2 The types of printouts that the customer may receive in his or her e-Boks, are expanded on an ongoing basis. All printouts have been divided into different types of mail. It depends on the customer's Netbank whether the extension takes place automatically. The customer may choose not to receive certain types of mail by contacting Vestjysk Bank.

3.3 The customer or his or her users may via Netbank

- set up an e-Boks;
- establish access to an already existing e-Boks via Netbank;
- in certain cases register or deregister different types of mail, and
- log on to his or her inbox and folders in e-Boks and change registrations, edit and delete the contents and settings of the e-Boks.

3.4 The customer will only gain access to electronic printouts sent to his or her e-Boks after registration with and acceptance of the terms and conditions for e-Boks.

3.5 The customer may choose to receive an e-mail every time Vestjysk Bank sends electronic mail to e-Boks.

3.6 The customer may continue to order printouts on paper against a fee in accordance with Vestjysk Bank's existing rules.

**4. Storage and control of printouts in e-Boks**

4.1 Vestjysk Bank stores the contents of the electronic printouts sent from Vestjysk Bank to the customer's e-Boks according to current legislation.

4.2 The electronic printouts are stored in e-Boks according to the current rules and terms and conditions accepted by the customer in relation to e-Boks.

4.3 The customer must on an ongoing basis open and control the printouts that he or she receives from Vestjysk Bank.

**5. Use, storage and passing on of the customer's information**

5.1 In connection with electronic printouts, Vestjysk Bank observes the same rules on storage and passing on of the customer's information as applies to paper-based mail in accordance with Vestjysk Bank's general rules.

5.2 Information is only passed on if required by law, or if such information is to be used in legal proceedings between the customer and Vestjysk Bank.

**6. Vestjysk Bank's liability**

6.1 Vestjysk Bank's liability has been determined in the customer's Netbank agreement and related terms and conditions with Netbank. Vestjysk Bank is not liable for any loss suffered by the customer which may be ascribed to e-Boks or the customer's use of e-Boks.

6.2 Vestjysk Bank is thus not liable for the functionalities of the e-Boks or for their use by the customer and his or her users. This also applies to the user's registration and deregistration of documents from other document providers as well as to the creation and deletion of e-Boks folders.

**7. Termination**

7.1 The customer may at any time terminate this agreement without notice. A period of up to seven working days may pass before a paper printout is sent.

7.2 Vestjysk Bank is entitled to terminate this agreement at one month's notice, at least. The agreement may, however, be terminated without notice where the customer is in breach of the "Terms and conditions of Netbank".

**8. Amendments**

8.1 These terms and conditions may be amended without notice, at any time. Any major limitations in the scope of application of the system are subject to no less than one month's notice, which may be notified electronically.

**9. Other terms and conditions**

The Netbank agreement with terms and conditions is applicable to this agreement.