

# *Danske 3D Secure Special Terms and Conditions*

Effective from 25 October 2018

## These are the Special Terms and Conditions that will apply to Danske 3D Secure.

Danske 3D Secure is provided by Us in association with Mastercard SecureCode™ or Mastercard Identity Check™. Danske 3D Secure is a secure way of using Your Card to make purchases on the internet with participating organisations. When You use Danske 3D Secure We are able to verify Your identity. We do not verify the identity of any organisation that You contract with on the internet nor do We make any statement about the goods or services of any participating organisations that You choose to place an order with or make a purchase from.

### 1. Definitions

"**Account**" means the Danske account which You hold with Us on which the Card is issued, the Danske Mastercard credit card account or the Danske Mastercard Corporate card account which the Account holder holds with Us.

"**Card**" means a Debit Mastercard card, Mastercard Debit card, Mastercard credit card or Mastercard Corporate card (as appropriate) that We have issued to the Cardholder for use with Your Account. The Card may or may not bear the Contactless Indicator.

"**Cardholder**" means, for each Card, the person to whom We issue a Card at the Account holder's request.

"**Danske 3D Secure**" means the service offered by Us, subject to these terms and conditions, for You to use when You make a purchase or place an order on the internet with Your Card.

"**Email Address**" means a current valid email address.

"**Mobile Phone**" means the mobile telephone device which You use to receive the One-Time Passcode.

"**Mobile Phone Number**" means the Mobile Phone number which We hold with Our contact details for You or as notified by You to Us in accordance with Condition 2(d) below.

"**One-Time Passcode**" means the six digit passcode sent to Your Mobile Phone Number via SMS.

"**SMS**" means SMS text messages sent to Your Mobile Phone Number.

"**We**", "**Us**" and "**Our**" or "**the Bank**" mean Northern Bank Limited having its registered office address at Donegall Square West Belfast [registered number R568]. Danske Bank is a trading name for Northern Bank Limited.

"**Website**" means [danskebank.co.uk](https://www.danskebank.co.uk)

"**You**", "**Your**" and "**Yours**" mean the Cardholder who has registered for Danske 3D Secure under this agreement with Us.

### 2. Using Danske 3D Secure

- (a) Your Card is automatically enrolled for use with the Danske 3D Secure service. Your Mobile Phone Number must be recorded with Us before You can use this service. When You use Danske 3D Secure, You agree that these terms and conditions will apply in relation to Your use of Your Card when You make a purchase or place an order with participating organisations using Your Card on the internet. These terms and conditions are in addition to the terms and conditions for Your Account.
- (b) You must ensure that Your Mobile Phone can receive SMS at the time of Your purchase.
- (c) When You use Danske 3D Secure to purchase on the internet from a participating organisation You will be presented with an electronic receipt and the One-Time Passcode will be sent automatically to your Mobile Phone.

The receipt will include details of Your internet purchase or order, such as store name, purchase amount and date. You will be asked to sign the receipt by entering Your One-Time Passcode and click 'Submit' to proceed with the purchase. Without Your One-Time Passcode, the internet purchase cannot take place at participating organisations. If the One-Time Passcode is entered incorrectly three times consecutively You will not be able to proceed with the purchase. If You do not receive the One-Time Passcode automatically You may ask for the One-Time Passcode to be sent to You again. You can make three requests for the One-Time Passcode to be sent to You.

- (d) If You change Your Mobile Phone Number or Your address (including Your Email Address) 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 in the 'Notices and communication' condition of the General Terms and Conditions applicable to Your Account.
- (e) You will be responsible for any fees or charges imposed by Your mobile phone service provider in connection with Your use of Danske 3D Secure.

### 3. Security

- (a) We do not verify the identity of any participating organisations nor make any statement about their goods or services or whether You should contract with them.
- (b) The One-Time Passcode will only be valid for the purchase You have received it for. You are responsible for maintaining the confidentiality of Your One-Time Passcode. You must not give Your One-Time Passcode to anyone else.
- (c) If You think that there may have been an unauthorised internet transaction on Your Account You must notify Us immediately in accordance with the terms and conditions for Your Account.
- (d) We can stop You using Danske 3D Secure where We have a right under the Terms and Conditions for Your Account or Card to refuse or stop a payment on Your Account.

### 4. Changing the terms and conditions

- 4.1 We may at any time, for any reason set out in Condition 4.3 below make any change to these Danske 3D Secure terms and conditions.
- 4.2 We will give You at least two months' written notice (which will be sent to You by letter or electronically where You have registered to receive documents through Electronic Mailbox in Our eBanking service) before the change is made. Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated. If You do object to the changes, then You have the right to terminate this agreement without having to pay any extra fees or service charges.
- 4.3 The changes referred to in Condition 4.1 will be made for one or more of the following reasons:
  - (a) by agreement with You;
  - (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology provided that the change is a proportionate response to the underlying reason for the change;
  - (c) to maintain or improve operating conditions or service levels;
  - (d) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;

- (e) to respond proportionately to legal or regulatory changes. This would include:
    - changes in general law or decisions of the Financial Ombudsman Service,
    - changes in regulatory requirements,
    - changes in industry guidance and codes of practice which raise standards of consumer protection;
  - (f) to reflect changes made by the relevant Card authentication scheme provider ( Mastercard SecureCode™ or Mastercard Identity Check™);
  - (g) to ensure that Our business as a whole is profitable and competitive and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;
  - (h) to make these Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
  - (i) to make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
  - (j) for any other valid reason which is not specified in this Condition 4.3 provided that the change is a proportionate and reasonable response to the underlying reason for the change.
- 4.4 In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as We consider, on reasonable grounds, to be justified.
- 4.5 If any of the foregoing provisions of this Condition 4 is or becomes invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect the remaining provisions.

## 5. Availability of Danske 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible to You under these Terms and Conditions where any failure on Our part is due to (a) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (b) Our obligation to comply with any other provisions of applicable laws.

## 6. Ending Your Danske 3D Secure service

- 6.1 (a) Without prejudice to Condition 3(d) We can end Your use of Danske 3D Secure by giving You two months' written notice.
- We can do this for one of the following reasons:
- (i) We have reasonable grounds to believe that You are no longer using the Account;
  - (ii) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
  - (iii) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
  - (iv) to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;

- (v) to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
  - (vi) for any other valid reason - provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- (b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
- (i) You act, or are suspected of acting, fraudulently or with negligence;
  - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
  - (iii) the Bank suspects that there is a threat to the security of its systems.

If We end this Agreement for any of the reasons set out in Condition 6.1 (b) where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.

## 7. Your liability

You agree that, when making a payment using Your Card, an instruction using Your One-Time Passcode will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us. You are responsible for all instructions sent using Your One-Time Passcode. You are responsible for ensuring that You keep Your One-Time Passcode secure as set out in Condition 3 above. Further information about Your liability and Our liability in relation to the use of Your Card is set out in the Terms and Conditions which apply to it.

## 8. Use of Your information

Details of how We use Your personal information are available in Our leaflet "How we use your personal and business information". Copies of this leaflet are available in Our branches and on Our Website at [danskebank.co.uk/docs](https://danskebank.co.uk/docs).

## 9. General

- 9.1 We will communicate with You in English.
- 9.2 We are committed to providing a high standard of service. If You are not satisfied with any aspect of Our service then We have procedures in place to deal with Your concerns. For more information, please ask for a copy of Our leaflet "Putting things right for you".

## 10. Governing law

This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.

This publication is also available in Braille, in large print, on tape and on disk. Speak to a member of staff for details.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register, reference number 122261.

Registered in Northern Ireland R568  
Registered Office  
Donegall Square West  
Belfast BT1 6JS

Northern Bank Limited is a member of the Danske Bank Group.

[danskebank.co.uk](http://danskebank.co.uk)

Correct as at 10/2018