

Terms and conditions for the Danish travelcard Rejsekort

Version 6.5 UK Effective from 27 September 2016

CONTENTS

Rejsekort terms and conditions	4
1. About Rejsekort and Pendlerkort	5
1.1 What is a Rejsekort	5
1.2 What is a Pendlerkort.....	5
1.3 How to use a Rejsekort and a Pendler kort	6
1.3.1 Rejsekort	6
1.3.2 Pendlerkort.....	6
1.4 Card issuer.....	7
1.5 Prices and fees	7
1.6 Card types and validity	7
1.7 Customer Types.....	8
1.8 Obligations for using a Rejsekort.....	8
1.8.1 Rejsekort Personal, Rejsekort Flex and Pendlerkort.....	8
1.8.2 Rejsekort Anonymous	9
1.9 Rejsekort for children	9
1.9.1 Children below 15 years of age	9
1.9.2 Children of 15, 16 and 17 years of age.....	10
2. Card balance and reload.....	10
2.1 Rejsekort balance.....	10
2.2 Rejsekort reload and renewal of period of validity	10
2.2.1 Reload and renewal of period of validity using www.rejsekort.dk.....	10
3. Reload and renewal agreements for Rejsekort Personal, Rejsekort Flex and Pendlerkort.....	11
3.1 Entering into a reload or renewal agreement	11
3.1.1 Connecting reload and renewal agreements to Rejsekort/Pendlerkort for children below the age of 11	11
3.2 Changes to a reload or renewal agreement.....	12
3.3 Termination of a reload agreement.....	12
3.4 Breach of a reload or renewal agreement	12
4. Blocking/closing and refunding the balance of a Rejsekort and Pendlerkort.....	12
4.1 Blocking of a Rejsekort or Pendlerkort by the Cardholder	12
4.2 Blocking of a Rejsekort or Pendlerkort by Rejsekort A/S.....	13
4.2.1 Blocking in case of negative Rejsekort balance	13
4.2.2 Failure to check out	13
4.3 Closing of a Rejsekort/Pendlerkort and termination of customer relationship	14
4.4 Refunding of balance and unused period of validity from a blocked or closed Rejsekort/Pendlerkort	14
4.5 Confiscation of Rejsekort Personal and a Pendlerkort.....	14
5. Liability for Rejsekort and Pendlerkort use	15
5.1 Liability for Rejsekort without a reload agreement and Pendlerkort without renewal agreement	15
5.2 Liability for Rejsekort with a reload agreement and Pendlerkort with a renewal agreement.....	15

5.3.	Deadlines for objections	15
6.	Customer register	15
6.1	Purpose of the customer register.....	15
6.2.1	Journeys not ended by check out	16
6.2.2	Debt to Rejsekort or the Transport Companies	16
7.	Other terms and conditions.....	16
7.1	Processing of personal data	16
7.2	Information about journeys made and card balance (insight into historical journey data and card balance)	16
7.3	Errors and irregularities	17
7.4	Defective Rejsekort	17
7.5	Inquiries	17
7.6	Communication from Rejsekort A/S.....	17
7.6	Complaints.....	18

Rejsekort terms and conditions

The Rejsekort terms and conditions are an agreement between Rejsekort A/S and you as a customer of Rejsekort A/S. The terms and conditions are to be accepted when you order/purchase a rejsekort or pendlerkort.

Note: The terms and conditions herein are applicable for Rejsekort Personal, Rejsekort Flex, Rejsekort Anonymous and Pendlerkort. There are separate terms and conditions for Rejsekort Business.

The provisions of the Danish Consumer Contracts Act on the right to withdraw a purchase in connection with distance selling do not apply, if you purchase a rejsekort/pendlerkort online or using an order form. Cardholders may at any time request to have any remaining balance on their card refunded. See section 39s of the Danish Payment Services Act. See section 4.4 below on refund of balance from a blocked/closed Rejsekort.

The valid Rejsekort terms and conditions are at any time available at www.rejsekort.dk or a serviced point of sale. You may also contact the Rejsekort Customer Centre to obtain the terms and conditions.

Please note that the terms and conditions are subject to change. Any changes to your disadvantage are subject to two months' notice before they apply to you. You will be notified by e-mail or by letter of any such changes, and the contents of the new Rejsekort terms and conditions. Within the two months period of notice, you may close your rejsekort/pendlerkort free of charge, if you do not wish to accept the new terms and conditions. If you do not close your rejsekort within the two-month period, you are deemed to have accepted the changes. See sections 4.3 and 4.4 below on closing of rejsekort and pendlerkort.

Please also note that the fees mentioned in section 1.5 below are subject to change in line with the general price trend. Changes will be posted at www.rejsekort.dk in reasonable time before the new fee will apply. You will be notified by e-mail of any substantial changes in fees and introduction of new fees before the new fees will apply. You will also be informed whether the change will allow you to close your rejsekort free of charge and under what conditions.

Changes that are not to your disadvantage will be made without prior notice. Such changes will always be posted at www.rejsekort.dk.

Customers holding a Rejsekort Anonymous shall always keep themselves up-to-date with changes in Rejsekort terms and conditions on www.rejsekort.dk, as no personal details are attached to such a card and the bearer therefore cannot be contacted.

The Rejsekort terms and conditions are available in Danish and in English.

The following information and definitions may be useful reading the Rejsekort terms and conditions:

Rejsekort A/S, Automatikvej 1, 1st floor, 2860 Søborg, CVR number 27 33 20 72, is a company owned by a number of Danish transport companies. Rejsekort A/S has issued Rejsekort terms and conditions and is the issuer of all rejsekort. Rejsekort A/S is also data controller regarding all personal data in the Rejsekort system.

Transport Company is one of the companies affiliated with Rejsekort A/S, that is:

- Trafikselskabet Movia, Gammel Køge Landevej 3, 2500 Valby, www.moviatrafik.dk
- DSB, Telegade 2, 2630 Taastrup, www.dsb.dk
- Sydtrafik, Banegårdspladsen 5, 6600 Vejen, www.sydtrafik.dk
- Nordjyllands Trafikselskab, J. F. Kennedys Plads 1R, 3rd floor, P.O. Box 1359, 9000 Aalborg www.nordjyllandstrafikselskab.dk
- Metroselskabet, Metrovej 5, 2300 Copenhagen S, www.m.dk
- Midttrafik, Søren Nymarks Vej 3, 8270 Højbjerg, www.midttrafik.dk
- Arriva Tog A/S, Skøjtevej 26, 2770 Kastrup, www.arriva.dk
- Fynbus, Tolderlundsvej 9, 5000 Odense C, www.fynbus.dk

Cardholder is the person whose name, date of birth etc. is registered in the Rejsekort master data.

Card bearer is the person who is in possession of a Rejsekort Personal, Rejsekort Flex, a Rejsekort Anonymous or a Pendlerkort.

Parent is the person who is liable for the use of a Rejsekort on behalf of a child under the age of 18. The Rejsekort terms and conditions also use the term 'parent' for a guardian.

Check Udvej: If you have forgotten to check out after your journey you can do a later check-out via the app Check Udvej or the website <https://rejsekort.dk/checkudvej>.

Journey: A journey begins with a check-in and ends with a check-out. When changing means of transport during a journey, you must check in again. A journey can continue after check-out, if a new check-in is done within a fixed time (see valid Travel Regulations) after check-out at the same location. Note, the information above does not apply to pendlerkort, which only need to be checked in in buses and harbour buses.

There are four sales and information channels:

Rejsekort website www.rejsekort.dk: This site contains further information about rejsekort and pendlerkort. Self-service facilities are available when logging on to www.rejsekort.dk/selvbetjening.

Rejsekort Customer Centre: The Transport Companies' joint service centre for all Rejsekort customers. Customers can contact Rejsekort Customer Centre, if they experience problems with their rejsekort or pendlerkort or if they wish to request information about rejsekort and pendlerkort. See www.rejsekort.dk for opening hours. You can contact Rejsekort Customer Centre on www.rejsekort.dk or by phone on +45 70 11 33 33. Telephone lines are open 24 hours for blocking rejsekort. Rejsekort Customer Centre provides information about the possibilities of being served through the different sales channels.

Point of sale: The Transport Companies have points of sale offering personal service. See the points of sale at www.rejsekort.dk.

Rejsekort Vending Machine: Self-service Rejsekort Vending Machines are available at many train stations and some bus terminals.

1. About rejsekort and pendlerkort

1.1 What is a Rejsekort

You can use a rejsekort to pay for journeys, and when checked in, the rejsekort is your travel document (ticket) for journeys with the Transport Companies affiliated with the Rejsekort system. At the first check in of every journey with the rejsekort, a prepayment for the journey is deducted.

A rejsekort cannot be used if its balance at first check-in does not equal at least the amount of the prepayment. You can see the current prepayment on www.rejsekort.dk.

The settings of a Rejsekort Anonymous must be changed to 'between parts of the country' to be valid when you travel between different fare regions of Denmark. Read about the division into fare regions and how to change the settings on your card at www.rejsekort.dk.

By using the rejsekort as their travel document, users accept both the travel regulations applicable specifically to the rejsekort (Rejsekort Travel Regulations) as well as the regulations applicable to the different means of transport of the individual Transport Companies (the general Rejsekort Travel Regulations/terms and conditions of business of the affiliated transport companies).

1.2 What is a pendlerkort

A pendlerkort is a card which is valid for journeys within a specific time frame (period) and a specific area. Unlike a rejsekort, which is an electronic payment method for journeys (by an electronic purse), a pendlerkort works like a prepaid ticket for the period and area chosen.

The traveller can choose the length of the period and which geographic area the card shall be valid for.

Pendlerkort is offered only by selected Transport Companies and will be introduced in stages.

1.3 How to use a rejsekort and a pendlerkort

1.3.1 Rejsekort

When travelling with rejsekort, you must check in once the journey starts, check in on every change of means of transport during the journey, and check out once the journey ends. It is necessary to check in when you change to another means of transport during the journey – the price of the journey may be affected according to the route you take. See section 5.3 for objections to the price paid for a journey. The price for the journey – subtracted the prepayment – is deducted from the rejsekort at check out at journey end.

Failure to check in (both when the journey starts and during the journey) means that the Cardholder or Card bearer is travelling without a valid travel document and may be subject to an inspection fee. Failure to check out implies that the price of the journey cannot be calculated. In case of failure to check out, the prepayment will remain deducted. Furthermore, an additional amount may be charged as payment for any journey which can be ascertained that the rejsekort has been used to make. Failure to check out may also result in the rejsekort being blocked. See section 4 below.

The price of the journey will be calculated on correct check-out. If the price of the journey exceeds the prepayment, the difference will automatically be deducted from the rejsekort. If the price of the journey is lower than the prepayment, the difference will automatically be added back to the rejsekort. On check-out, the price of the journey is shown on the card reader display.

Check in and check out by holding your rejsekort onto the 'Blue Point' of a card reader, marked 'Ind' (In) and 'Ud' (Out), respectively. When you travel by bus, check in and check out on the card readers in the bus. When you travel by train or metro, check in and check out using the card readers in the station or on the platform. The Cardholder or Card bearer is responsible and shall ensure correct check-in and check-out. If the Card bearer forgets to check out or is prevented to do so, check out can also be done via the app Check Udvej or via the website according to the terms of use. Find the app or do your late check out on www.rejsekort.dk/checkudvej.

The rules of use for rejsekort before, during and after a journey are set out in the Rejsekort Travel Regulations on www.rejsekort.dk. This website contains information about the different types of rejsekort, how to use a rejsekort before, during and after the journey, rules for changing settings on the rejsekort for different needs, detailed descriptions of how to check in and check out, and other information.

1.3.2 Pendlerkort

A pendlerkort is a personal card which can be used by the Cardholder only. You can only travel within the geographic area where the card is valid. It is not allowed to check other people in on your pendlerkort.

A pendlerkort must not be reloaded, since it can only be used for the specific area chosen. Should you attempt to reload the card it will be blocked.

Certain rules apply for check in and check out as regards pendlerkort. With pendlerkort:

- you do not need to check in or out when you travel by train or metro
- you must check in when you travel by bus or harbour bus.

Regardless if you travel by train, metro, bus or harbour bus you must remember to activate a new period of validity by checking in the first time you make a journey with your pendlerkort in a new period of validity. This is also applicable for reload agreements. If you do not activate the new period of validity you will not have a valid travel document and may consequently be charged with an inspection fee.

When travelling outside the valid area of your pendlerkort, you need a separate rejsekort or ticket for these zones.

1.4 Card issuer

Issuer of all Rejsekort (irrespective of card type) is:

Rejsekort A/S

Automatikvej 1 1st floor

2860 Søborg.

CVR number 27 33 20 72

E-mail: administration@rejsekort.dk

1.5 Prices and fees

The following prices and fees apply to the purchase of Rejsekort and the provision of services:

- Card price (purchase and repurchase), Rejsekort Personal: DKK 50
- Card price (purchase and repurchase), Rejsekort Flex: DKK 50
- Card price (purchase and repurchase), Rejsekort Anonymous: DKK 80
- Fee for issue of a rejsekort at a point of sale: DKK 30
- Fee for forwarding supplementary historical journey data for a longer period than the past 13 months.: DKK 20
- Fee for requesting cash disbursement of the balance of a Rejsekort Personal or Rejsekort Flex or an unused period of a Pendlerkort if the Cardholder has an account with a Danish bank: DKK 50

The prices and fees applicable at any time for purchasing rejsekort, pendlerkort and services are also available on www.rejsekort.dk.

The price for each journey with a rejsekort is calculated individually and is determined by the relevant fare authority (the Transport Companies that set the prices and Travel Regulations for the use of rejsekort). The price depends, among other things, on whether the person using the rejsekort is an adult, young person, child, old-age pensioner or other. The time and distance travelled and discount level obtained also influence the price. Prices and discounts for journeys with rejsekort are available on www.rejsekort.dk and may also be calculated on www.rejsekort.dk.

The price for the period of validity of the pendlerkort is determined by the relevant fare authority and is among other things based upon the length of the period, the customer type and the area of validity selected.

1.6 Card types and validity

A rejsekort is issued either as a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous. A Pendlerkort is always personal. All cards have a card number printed on them. A rejsekort or pendlerkort is valid for five years from the date of issue. After that date, a rejsekort must be repurchased, see prices in section 1.5.

A Rejsekort Personal is personal and the Cardholder must therefore always be checked in on journeys where a Rejsekort Personal is used. The Cardholder may check in additional companions for the journey. The Cardholder's name is printed on the card. If a Rejsekort Personal is used on a journey where the Cardholder is not checked in, the card can be confiscated, since the traveller does not have a valid travel document. See section 4 below on blocking of this card type.

A Rejsekort Flex may be used by anybody to whom the Cardholder has entrusted the card for purposes of using it as a travel document. See section 4 below on blocking of this card type. Holders of Rejsekort Flex are subject to the same rights and obligations as holders of Rejsekort Personal, including the liability rules in section 5, irrespective of whether the holder has entrusted the rejsekort to another person.

A Rejsekort Anonymous is not affiliated with any particular person and can therefore be used as a travel document by any bearer of the card. The Card bearer cannot block this type of rejsekort, even if it is stolen or otherwise lost. Only the Card bearer has rights and obligations with respect to a Rejsekort Anonymous.

Further details of the applications of the individual types of rejsekort are set out in the Rejsekort Travel Regulations.

1.7 Customer Types

Rejsekort and pendlerkort can be issued to different customer types, depending on who will be using the card. Customer types can for example be: adult, pensioner, child, young person, dog/bicycle, handicap and business. Below some conditions for selected customer types are highlighted.

A Rejsekort Personal with the customer type pensioner can be used if you have turned 65 years or are an early pensioner. You must choose a Rejsekort Personal with the customer type pensioner to be able to get the lower fare rates which this customer type is entitled to in certain areas and certain time slots.

A Rejsekort Personal with the customer type young person can be used if you also have a Ungdomskort, DSB Ung or Arriva Ung and wish to travel at a lower fare rate (in selected areas and time slots).

A Rejsekort Personal or Rejsekort Flex with the customer type child can be used by children up to and including 15 years of age. Rejsekort must be ordered by a parent.

A Pendlerkort can be issued to the customer types 'adult' and 'child.'

For an overview of all customer types and an elaboration of the possibilities of use for the different card types, see Rejsekort Travel Regulations on www.rejsekort.dk.

1.8 Obligations for using a rejsekort

1.8.1 Rejsekort Personal, Rejsekort Flex and Pendlerkort

When you buy a Rejsekort Personal, a Rejsekort Flex or a Pendlerkort, you have to show or submit personal data such as your name, residential address and CPR number¹. You must show or submit identification according to the applicable rules defined by Rejsekort A/S.

¹ If you are not a Danish citizen and do not possess a CPR number, you will have to submit information about your permanent address and information about date of birth and place and documentation for such information.

The Cardholder has a duty to give notice of any changes to the information provided, including, in particular:

- name, address, telephone number and e-mail
- changes to a payment card or a bank account affiliated with any auto reload/renewal and payment agreement.

The Cardholder has an obligation to keep and handle the rejsekort or pendlerkort safely.

Should the information submitted prove incorrect, Rejsekort A/S is entitled to close any rejsekort/pendlerkort held by the person in question without notice. See sections 4.3 and 4.4 below for the procedure on closing and the legal effects thereof.

Cardholders shall regularly and carefully verify entries of journeys (historical journey data), prices of journeys and the card balance on their personal page of the self-service facilities on www.rejsekort.dk, by requesting historical journey data from the previous 13 months on www.rejsekort.dk, on Rejsekort Vending Machines for the last five journeys, or by contacting the Rejsekort Customer Centre.

Cardholders also have a duty to contact the Rejsekort Customer Centre as soon as possible in case of any unauthorised or erroneous entries in journey data, or in case of incorrect journey prices. On correct check-out after the end of a journey, the price of the journey will be displayed on the card reader display. Cardholders have a duty to object to the Rejsekort Customer Centre as soon as possible, if they consider a price to be incorrect. See also section 5.3 below about deadlines for objections.

Cardholders must block their rejsekort/pendlerkort as soon as possible if it is lost or they suspect abuse. See section 4.1 below for further information on blocking of rejsekort and pendlerkort.

A Rejsekort Personal and a Pendlerkort can be confiscated at an inspection of tickets if the card is used by any other than the Cardholder. See section 4.5 about confiscation of Rejsekort Personal.

1.8.2 Rejsekort Anonymous

The bearer of a Rejsekort Anonymous has a duty to regularly and carefully verify the entries of journeys (historical journey data), their price and the card balance. Bearers of a Rejsekort Anonymous also have a duty to contact Rejsekort A/S (Rejsekort Customer Centre) as soon as possible, if such verification reveals any unauthorised or erroneous entries, or in case of journey prices which the Cardholder finds incorrect. On correct check out after the end of a journey, the price of the journey will appear on the card reader display. Cardholders may also verify the price of the past five journeys on a Rejsekort Vending Machine or by contacting a point of sale offering such service. See also section 5.3 below about deadlines for objections.

1.9 Rejsekort for children

1.9.1 Children below 15 years of age

Children below 15 years of age can only make an agreement to purchase a rejsekort or pendlerkort, if a parent agrees to be liable on behalf of the child for all expenses related to the purchase and use of the card.

The child will be registered as Cardholder, and all notices relating to the card will be sent to the child, but all notices relating to the financial liability will be sent to the parent. Accordingly, the rules on liability in section 5 below apply to the parent.

The liability continues until the child turns 18 years of age. After that the Cardholder is liable.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

1.9.2 Children of 15, 16 and 17 years of age

Children of 15, 16 and 17 years of age may purchase a rejsekort or pendlerkort against payment in cash, including payment with debit cards. With respect to other forms of payment, the provisions in section 1.9.1 above apply.

Children of 15 years of age are in terms of pricing/fare rates categorised as the customer type 'child'.

Children of 16 and 17 years of age are in terms of pricing/fare rates categorised as the customer types 'adult' or 'young person'.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

2. Card balance and reload

2.1 Rejsekort balance

A rejsekort holds a balance consisting of the amount for which journeys can be made. The rejsekort balance increases when reloaded and decreases when the rejsekort is used for journeys. The card price (section 1.5) is not included in the balance.

The balance does not always cover the full price of the journey. This means that the rejsekort may have a negative balance. The Cardholder has a duty to settle a negative balance immediately.

A rejsekort cannot be used if the balance at the beginning of the journey does not at least equal the prepayment (section 1.1). See Rejsekort Travel Regulations.

The rejsekort balance cannot exceed DKK 2.200 at any time. Any reload involving amounts that would increase the balance to more than DKK 2.200 is rejected.

Furthermore, with respect to a Rejsekort Anonymous, the maximum amount that can be travelled for in any calendar year is DKK 18,000. The card will be blocked if this limit is exceeded. See section 4.2.

2.2 Rejsekort reload and renewal of period of validity

All rejsekort (not applicable to pendlerkort) may be reloaded using a Rejsekort Vending Machine or some points of sale. Rejsekort Personal and Rejsekort Flex may also be reloaded using the self-service facilities on www.rejsekort.dk (see section 2.2.1 below) or automatically by a reload agreement (see section 3).

Pendlerkort can be renewed using the self-service facilities on www.rejsekort.dk, some points of sale or automatically by a renewal agreement (see section 3).

2.2.1 Reload and renewal of period of validity using www.rejsekort.dk

If you order a reload by using www.rejsekort.dk, the rejsekort will be reloaded on subsequent contact with Rejsekort equipment, and only thereafter is the reload amount will be collected from the payment card used. As regards renewal of the period of validity of a pendlerkort the card must be checked in on a check in card reader to activate the renewal on the card. Only thereafter the payment is withdrawn from the payment card.

Card readers in stations and on platforms are updated approximately every five hours, whereas card readers in buses are updated approximately once every 24 hours. Accordingly, reload and renewal using www.rejsekort.dk should take place at least 5 respectively 24 hours before the amount or the period of validity is required to be available on the rejsekort or pendlerkort. Read more on www.rejsekort.dk.

If the rejsekort does not come into contact with Rejsekort equipment within 30 days after ordering the reload or the renewal on www.rejsekort.dk, the reload or renewal order will be cancelled. Subsequently no amount will be reloaded to the rejsekort or no new period will be activated.

3. Reload and renewal agreements for Rejsekort Personal, Rejsekort Flex and Pendlerkort

3.1 Entering into a reload or renewal agreement

Holders of a Rejsekort Personal or a Rejsekort Flex may make an agreement with Rejsekort A/S on automatic reload of their Rejsekort, a so-called reload agreement. Holders of a Pendlerkort may make an agreement with Rejsekort A/S on automatic renewal of the period og validity of the card, a so-called renewal agreement. When entering into a reload agreement, a payment card must be registered to the reload agreement.

A parent can also enter into a reload or renewal agreement on behalf of their child and share their payment agreement with the child.

The Cardholder is to select a Transport Company to manage the reload or renewal agreement. The management includes handling in connection with the entering into, change and termination of the reload or renewal agreement, receipt of transfers and related customer services. The Transport Company will also handle debt collection in case of debt under the reload or renewal agreement. Rejsekort Customer Centre can handle management and customer service on behalf of the selected Transport Company, for example handling in connection with the entering into, change and termination of the reload or renewal agreement.

The rejsekort is reloaded with the amount and the criteria specified for the reload agreement. Reloads take place whenever the rejsekort balance drops below the specified minimum amount. See also section 3.2 below.

The renewal agreement implies that renewal of the period of validity happens automatically, the first time the pendlerkort is checked in on a check in card reader within the area of validity once the former period is expired.

3.1.1 Connecting reload and renewal agreements to rejsekort/pendlerkort for children below the age of 18

A child can create a reload or renewal agreement to a Rejsekort Personal, Rejsekort Flex or a Pendlerkort if a parent pays for the child by sharing his or her payment agreement with the child.

Children have access to their personal page of the self-service facilities on www.rejsekort.dk. Parents can manage their children's rejsekort/pendlerkort using their own login to the self-service facilities, if a guardian relationship is established. When the child turns 15 the parent no longer has access to the child's self-service page.

The parent (who has entered into the payment agreement) is liable for any use of the child's rejsekort/pendlerkort within the limits of the reload end renewal agreement until Rejsekort A/S has been requested to block or close the relevant rejsekort/pendlerkort according to the procedure in section 4, or the reload or renewal agreement is closed or terminated by the Cardholder and the managing Transport Company has received the termination.

The reload or renewal agreement runs until closed or terminated by the holder of the reload agreement or until the payment agreement is closed or terminated by the parent in question.

Children below 18 years of age are only personally liable to the extent authorised by the laws of guardianship.

3.2 Changes to a reload or renewal agreement

Cardholders may change the reload amount, the number of maximum daily reloads and the threshold amount triggering reload by using the self-service facilities on www.rejsekort.dk or by contacting selected points of sale where this service is available. The terms for a renewal agreement can also be changed by using the self-service facilities on www.rejsekort.dk. It will take up to 24 hours before the changes take effect.

Cardholders are obliged to give notice of changes to payment cards connected with the reload agreement.

Children may not change their reload or renewal agreement if the changes are in contradiction to the terms of the payment agreement, which was set by the parent. The parent who has entered into the payment agreement must change the terms for the agreement before the reload or renewal agreement can be changed.

3.3 Termination of a reload agreement

The reload or renewal agreement may be terminated without notice by the Cardholder by using the self-service facilities on www.rejsekort.dk or by contacting the Rejsekort Customer Centre. It will take up to 24 hours before the termination takes effect. Upon termination, the card holder is liable for any use until the Travel Company receives the notice of termination.

3.4 Breach of a reload or renewal agreement

Rejsekort A/S is entitled to terminate a reload or renewal agreement immediately in case of breach of the agreement by lack of payment for reloads or renewals, or if the registered payment card is no longer active, e.g. if it is blocked or expired, and the Cardholder has not registered an active payment card despite being encouraged to do so.

Notice of termination will in practice be given by letter or e-mail.

4. Blocking/closing and refunding the balance of a rejsekort and pendlerkort

4.1 Blocking of a rejsekort or pendlerkort by the Cardholder

Cardholders shall immediately block a Rejsekort Personal, a Rejsekort Flex or a Pendlerkort if:

- the card is lost or stolen or
- the Cardholder suspects that the card has been or is being abused.

Cardholders or a parent liable on behalf of a child may block rejsekort/pendlerkort using the self-service facilities on www.rejsekort.dk or by calling the Rejsekort Customer Centre at +45 70 11 33 33, which is open 24 hours for blocking. Cardholders must identify themselves and state the card number when blocking a rejsekort.

When the request for blocking of a rejsekort has been received, the time of blocking will be confirmed in writing to the Cardholder, normally by e-mail.

Rejsekort A/S does not cover any losses due to unauthorised use of rejsekort without a reload or renewal agreement until Rejsekort A/S has been requested to block the relevant rejsekort. Rejsekort A/S is liable from the time of blocking.

With respect to rejsekort/pendlerkort with a reload or renewal agreement, Rejsekort A/S covers incurred losses of the Cardholder due to other's unauthorised use of a rejsekort, provided Rejsekort A/S is contacted for blocking of the rejsekort/pendlerkort as soon as possible after the Cardholder becomes aware of the unauthorised use. However, if Rejsekort A/S proves that the Cardholder failed to contact Rejsekort A/S to have the rejsekort/pendlerkort blocked as soon as possible after it has been lost, stolen or suspected of

having been abused, the Cardholder will be liable up to a maximum amount of DKK 4,000 for any losses incurred due to unauthorised use by others until the card is blocked. Read more about liability and objections in section 5.

A blocked rejsekort/pendlerkort cannot be reopened. On blocking, any remaining positive balance or unused period will be refunded to the Cardholder, and any negative balance will be collected. See section 4.4. The Cardholder does not have to pay the price for repurchasing a rejsekort unless the reason for the blocking is attributable to the Cardholder.

A Rejsekort Anonymous cannot be blocked. See the procedure for closing a Rejsekort Anonymous in section 4.3 and 4.4.

4.2 Blocking of a rejsekort or pendlerkort by Rejsekort A/S

The Cardholder will be informed of the reason in writing as soon as possible when Rejsekort A/S blocks a rejsekort or pendlerkort.

Rejsekort A/S is entitled to block a rejsekort or pendlerkort without notice provided:

- special circumstances prevail, including grounds for suspecting an abuse,
- journeys made on a Rejsekort Anonymous during a calendar year exceed DKK 18,000, or journeys made on a Rejsekort Personal or a Rejsekort Flex during a calendar year exceed DKK 18,000 and the Cardholder fails to meet the identification requirements under the legislation to prevent money laundering despite being urged to do so by letter or e-mail, or
- the Cardholder of a Rejsekort Personal, a Rejsekort Flex or Pendlerkort has requested that the card is closed, or the agreement relating to the relevant rejsekort or the customer relationship has been terminated cf. section 4.3, or if the Cardholder withdraw his/her consent to Rejsekort A/S and the affiliated Transport Companies to process personal data.
- a pendlerkort is being reloaded.

Rejsekort A/S is entitled to block a rejsekort after giving notice by letter or e-mail when:

- the card has a negative balance, see section 4.2.1 or
- the Cardholder or Card bearer repeatedly fails to check out, see section 4.2.2.

4.2.1 Blocking in case of negative rejsekort balance

Rejsekort A/S may block a rejsekort if the card balance is negative and the Cardholder fails to reload it to a zero or positive balance after two written reminders.

Rejsekort/pendlerkort may be blocked by Rejsekort A/S if an amount loaded on a rejsekort by a reload agreement or a new period of validity by a renewal agreement is not being payed, and the Cardholder fails to correct the situation after two written reminders.

4.2.2 Failure to check out

If the Cardholder or Card bearer fails to check out after the end of a journey three times within 12 months, Rejsekort A/S is entitled to block a Rejsekort Personal or a Rejsekort Flex after sending two warnings to the Cardholder by letter or by e-mail. At the same time, the Cardholder may be added to the customer register, see section 6.2.1 below.

A Rejsekort Anonymous may be blocked immediately if check-out has not taken place two times or more during a period of 12 months.

4.3 Closing of a rejsekort/pendlerkort and termination of customer relationship

Cardholders may close their rejsekort or pendlerkort at any time and thereby terminate their Rejsekort agreement or their customer relationship. When requested to close a rejsekort/pendlerkort or terminate the agreement or relationship, Rejsekort A/S will block the card in question.

See www.rejsekort.dk and section 4.1 for the procedure in connection with the closing of rejsekort/pendlerkort and section 4.4 for the procedure in connection with refunding of the remaining balance.

4.4 Refunding of balance and unused period of validity from a blocked or closed rejsekort/pendlerkort

A rejsekort or pendlerkort that has been blocked cannot be reopened. After blocking or closing a rejsekort or pendlerkort, Rejsekort A/S will make up its balance or unused period of validity. The card price (section 1.5) is not included in the balance or the unused period of validity and will not be refunded, when a card is blocked or closed. For pendlerkort there is a period of 8 days which will not be refunded.

If found, a blocked or closed rejsekort must be handed in to Rejsekort A/S or an affiliated Transport Company. Any remaining balance or unused period of validity will be refunded as soon as possible, but as all transactions on a rejsekort must be available in order for the balance to be calculated correctly, it may take up to two weeks before any remaining balance can be refunded. If a Cardholder has a negative balance on another rejsekort or debt in relation to a reload or renewal agreement the amount will be refunded after the debt has been paid.

Any positive balance on a Rejsekort Personal or a Rejsekort Flex or an unused period of validity on a Pendlerkort will be refunded to the Cardholder's NemKonto.

If the Cardholder is below the age of 18 and a parent has consented to be liable for the use of the rejsekort/pendlerkort, any remaining balance will be refunded to the parent's bank account/NemKonto, if the Cardholder does not have his/her own NemKonto.

Refunds to Cardholders of Rejsekort Personal, Rejsekort Flex or Pendlerkort who do not have a NemKonto will be made by transfer to an account in a Danish bank designated by the Cardholder. In exceptional cases where the Cardholder does not have an account in a Danish bank, the balance may be refunded in cash to the Cardholder who applies in person at a designated point of sale or to a foreign bank account, for a fee - see section 1.5 (only offered as a service by selected Traffic companies). A list of points of sale is available on www.rejsekort.dk. To receive refund in cash, Cardholders must prove their identity, for example by presenting their passport, driver's licence or the like.

If the holder of a Rejsekort Personal, Rejsekort Flex or a Pendlerkort has an account in a Danish bank to which the balance may be transferred but he or she nevertheless requests refund in cash, this may take place in accordance with the above procedure and against payment of a fee. See section 1.5.

If the balance on a Rejsekort Personal or a Rejsekort Flex is negative, an invoice due for immediate payment will be forwarded.

A negative balance on a Rejsekort Anonymous must be paid immediately when the card is closed.

If a positive balance on a Rejsekort Anonymous is requested to be refunded, the card must always be handed in at a designated point of sale. A list of points of sale is available on www.rejsekort.dk. The name and address of the Card bearer must be disclosed. The Card bearer may choose to have the balance refunded to a NemKonto if the Card bearer's CPR number is disclosed or to another account in a Danish bank, or in cash by application at a designated point of sale.

4.5 Confiscation of Rejsekort Personal and Pendlerkort

Only the Cardholder and travellers who are checked in as a fellow passenger can use a Rejsekort Personal as a valid travel document. If any other than the Cardholder uses a Rejsekort Personal, it is considered abuse

if the Cardholder is not checked in on the journey as well and the card can be confiscated during inspection of tickets. See section 4.2 about blocking of rejsekort in case of abuse. See also Rejsekort Travel Regulations.

As regards Pendlerkort it is only the Cardholder who can travel with the card. The Pendlerkort can also be confiscated during inspection of tickets.

5. Liability for rejsekort and pendlerkort use

5.1 Liability for rejsekort without a reload agreement and pendlerkort without a renewal agreement

The Cardholder or a parent who is liable for a child is liable for payment for all journeys made with the rejsekort or pendlerkort. Rejsekort A/S does not cover any losses due to other's unauthorised use of a rejsekort or pendlerkort without a reload or renewal agreement until Rejsekort A/S has been requested to block the relevant card. Rejsekort A/S is liable as from the time of the request. See section 4.1.

5.2 Liability for rejsekort with a reload agreement and pendlerkort with a renewal agreement

The Cardholder or a parent who is liable for a child is liable for payment for all journeys made with the rejsekort/pendlerkort. With respect to rejsekort with a reload agreement and pendlerkort with a renewal agreement, Rejsekort A/S covers incurred losses of the Cardholder due to other's unauthorised use of the rejsekort/pendlerkort, provided Rejsekort A/S is contacted for the blocking of the card as soon as possible after the Cardholder becomes aware of the unauthorised use. However, if Rejsekort A/S proves that the Cardholder failed to contact Rejsekort A/S to have the rejsekort/pendlerkort blocked as soon as possible after the card had been lost, stolen or suspected of having been abused, the Cardholder will be liable up to a maximum amount of DKK 4,000 for any losses incurred due to unauthorised use by others until the card is blocked, see section 4.1.

5.3. Deadlines for objections

Objections to an unauthorised or erroneous transaction (check-in, check-out, reload or the like) on rejsekort or pendlerkort must be received by the Rejsekort Customer Centre as soon as possible and no later than 13 months from the date of the relevant transaction. See section 63 of the Danish Payment Services and Electronic Money Act. In assessing whether objections have been made in due time, the duty to regularly verify entries of journeys will be taken into consideration. See sections 1.8.1 and 1.8.2.

6. Customer register

6.1 Purpose of the customer register

In case you fail to check out several times or owe us more than 1,000 DKK Rejsekort A/S can block your rejsekort/pendlerkort after two written warnings. Consequently, you will be listed in our customer register and will not be able to purchase a Rejsekort Personal, a Rejsekort Flex or a Pendlerkort in the following 12 months. When the card has been blocked you will also lose the rights to the discount levels you have earned on the rejsekort in question.

In the customer register Rejsekort A/S enters name, address, CPR number and cause of registration. The purpose of the customer register is to prevent losses being incurred due to non-payment for use of rejsekort/pendlerkort by not issuing rejsekort/pendlerkort to and not making reload or renewal agreements with persons entered in the customer register due to prior breach of agreements, cf. below.

6.2 Who is entered in the customer register?

Cardholders subject to sections 6.2.1 and 6.2.2 below may be entered in the customer register. Likewise, parents who have made a rejsekort/pendlerkort agreement and are liable on behalf of a child, see sections 1.8 and 3.1.1 above, may be entered in the customer register. The person entered in the register will be notified as soon as possible by letter or e-mail.

All registrations will be deleted from the customer register no later than two years from entering the register. See section 6.2.1 and 6.2.2.

6.2.1 Journeys not ended by check out

Failure to check out after the end of a journey with a Rejsekort Personal or a Rejsekort Flex three times within 12 months will entitle Rejsekort A/S to enter the Cardholder in the customer register after two written warnings.

Rejsekort A/S will delete the information in the customer register for this cause one year after the information has been entered, at the latest.

6.2.2 Debt to Rejsekort or the Transport Companies

If a Cardholder or a parent who is liable on behalf of a child owes more than DKK 1,000 to Rejsekort A/S or an affiliated Transport Company due to breach of an agreement on a rejsekort/pendlerkort including any reload or renewal agreement, Rejsekort A/S may enter that person in the customer register. Before being entered in the customer register, the person in question must have acknowledged the due debt in writing, or Rejsekort A/S or an affiliated Transport Company must have taken legal action against the Cardholder.

Rejsekort A/S will delete the registrations from the customer register:

- when the debt has been paid or
- no later than two years after the Cardholder was entered in the register.

7. Other terms and conditions

7.1 Processing of personal data

Rejsekort A/S regards it as very important that Cardholders are comfortable using rejsekort/pendlerkort and www.rejsekort.dk as well as reload and renewal agreements.

All personal data, including names, addresses, telephone numbers and CPR numbers disclosed in connection with the issue/order of rejsekort/pendlerkort, reload or renewal agreements, etc. will be treated responsibly and in accordance with relevant legislation, including the Danish Act on Processing of Personal Data. See also Rejsekort A/S' privacy policy, which is available at all times on www.rejsekort.dk.

The privacy policy contains further details on which data have been entered, how they are processed, who has access to them, etc.

7.2 Information about journeys made and card balance (insight into historical journey data and card balance)

Holders of a Rejsekort Personal or a Rejsekort Flex are entitled to insight into transactions made on their rejsekort, including historical journey data, prices of journeys and card balance. Parents who have entered into a Rejsekort agreement and are liable on behalf of a child under 15 years of age are also entitled to insight into the transactions made on the child's rejsekort.

Furthermore, Cardholders and a parent who is liable for a child have a duty to keep themselves informed of transactions made on the rejsekort. See section 1.8.

For all types of rejsekort, access to information about the five last journeys and the current card balance can always be obtained by placing the Rejsekort on a Rejsekort Vending Machine.

Holders of a Rejsekort Personal or a Rejsekort Flex may also obtain such information by applying in person to a serviced point of sale. Holders must prove their identity as requested by the staff, for example by presenting picture identification issued by a public authority, such as a passport or a driver's licence.

Furthermore, the Cardholder or a parent who is liable for a child below 15 years of age has access to information by using the self-service facilities on www.rejsekort.dk

In order to get access to information about journeys made on a Rejsekort Anonymous (in addition to the information registered on the card itself, see above), the bearer of a Rejsekort Anonymous must apply in person, present the card and render probable that the bearer is the person who has used the card. This may, for example, take the form of the employee asking questions to the bearer about which journeys have been made on the card.

By applying to Rejsekort Customer Centre, holders of Rejsekort Personal and Rejsekort Flex can also obtain a transcript of transactions made on the rejsekort.

7.3 Errors and irregularities

If errors in the Rejsekort system causes transactions by which a Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous incurs a direct loss, Rejsekort A/S will assume liability therefore.

If the Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous notes that the statement of journeys made (historical journey data) includes journeys they believe they have not made, or which are wrongly entered, or if the balance is not correct, the Cardholder of Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous must immediately contact the Rejsekort Customer Centre using the contact form on www.rejsekort.dk or by telephone. See sections 1.8.1, 4.1 and 5.3.

Neither Rejsekort A/S nor the affiliated Transport Companies are liable for any losses incurred due to a rejsekort/pendlerkort being rejected by an affiliated Transport Company in connection with a transaction. If a card reader or a Rejsekort Vending Machine is out of order when attempts are made to check in or check out, another Rejsekort Vending Machine or card reader must be used. If the other Rejsekort Vending Machines and card readers at the location are also out of order, the staff (train crew, bus driver, station staff or the like) or the Rejsekort Customer Centre should be contacted without undue delay. If the operational problem cannot be solved, a ticket must be procured otherwise, unless in very exceptional cases, e.g. comprehensive system failure, where use of rejsekort is impossible and it is announced on www.rejsekort.dk that you can omit from it, or the affiliated Transport Companies have announced through the loudspeaker or otherwise that it can be omitted.

7.4 Defective Rejsekort

Rejsekort A/S will replace all defective cards free of charge. A card is defective when the defect is not caused by negligent handling of the card by the Cardholder.

7.5 Inquiries

Inquiries may be addressed to the Rejsekort Customer Centre through www.rejsekort.dk or by telephone +45 70 11 33 33.

7.6 Communication from Rejsekort A/S

Communication from Rejsekort A/S to customers can be done by letter or e-mail.

Communications from Rejsekort A/S in relation to pendlerkort are forwarded through SMS or e-mail.

7.6 Complaints

Complaints should first of all be addressed to the Rejsekort Customer Centre through the contact form on www.rejsekort.dk.

If the complainant does not agree with the decision of the case by the Rejsekort Customer Centre, complaints can be submitted to one of the complaints boards below depending on the matter of the complaint.

Appeal Board for Bus, Train and Metro

Complaints regarding defective equipment, collection of inspection fee, the functionality of rejsekort/pendlerkort, fail in check in and check out, entering into the customer register, etc., can be submitted to the Appeal Board for Bus, Train and Metro through a complaint form, which can be found at www.abtm.dk.

Appeal Board for Bus, Train and Metro
Gammel Køge Landevej 3
2500 Valby
mail@abtm.dk
www.abtm.dk

EU Commission online resolution

EU's online dispute resolution portal can also be used in case of complaints. That could be particularly relevant if you are a consumer with home address in another EU country. The complaint is filed here <http://ec.europa.eu/odr>. When filing a complaint you must indicate our e-mail address administration@rejsekort.dk.

Danish Consumer Ombudsman

The Danish Consumer Ombudsman processes complaints regarding the marketing and advertisement of Rejsekort (the Danish Marketing Practices Act) and complaints regarding non-compliance with the E-Commerce Act.

Furthermore, the Danish Consumer Ombudsman processes complaints regarding, i.e. non-compliance with obligations to give specific information, third party-abuse of cards, good practice, etc. cf. the Payment Services Act.

The Consumer Ombudsman is the supervisory authority regarding Rejsekort Anonymous.

Consumer Ombudsman
Carl Jacobsens Vej 35
2500 Valby
Forbrugerombudsmanden@kfst.dk
www.forbrugerombudsmanden.dk

Danish Data Protection Agency

Complaints regarding the processing (registration, sharing, etc.) of personal data by Rejsekort, including when a rejsekort/pendlerkort is blocked, are processed by the Danish Data Protection Agency

Danish Data Protection Agency
Borgergade 28, 5th floor
1300 Copenhagen K
dt@datatilsynet.dk
www.datatilsynet.dk

Please read the guidelines for complaints at www.rejsekort.dk.

Issues and disputes relating to the interpretation of the Rejsekort terms and conditions are subject to Danish law.

Effective from 27 September 2016

Version 6.5 UK version

