## **Rejsekort** Private - Terms and Conditions

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## Rejsekort Private – Terms and Conditions

The rejsekort terms and conditions constitute an agreement between Rejsekort A/S and you, our customer. When you order/purchase a rejsekort, you agree to the terms and conditions for the card.

#### You have no right of cancellation when you purchase or reload/ renew a rejsekort.

Current terms and conditions are available at all times at www.rejsekort. dk or from a Rejsekort point of sale. Alternatively, to order terms and conditions, call Rejsekort Customer Centre.

NB: the terms and conditions are subject to change. If we make changes that are to your disadvantage, you will be warned two months in advance of their application. You will be notified of change(s) and the content of new terms and conditions by e-mail, letter or e-Boks. Within the two-month warning period, you can opt to close your Rejsekort account free of charge if you do not wish to comply with the new terms and conditions. For more information, see Sections 4.3 and 4.4 regarding closure of a rejsekort account.

NB: The fees listed in Section 1.5 are subject to change in line with general price movements. Reasonable warning of fee changes will be given at www.rejsekort.dk before the fee changes take effect. In the event of significant changes in fees or the introduction of new fees, you will be notified personally by e-mail, letter or e-Boks before the changes take effect. Any changes that are not to your disadvantage will be made without warning. Information regarding such changes will be posted at www.rejsekort.dk.

A Rejsekort Anonymous is not personal and Rejsekort A/S is therefore unable to contact the card holder. Rejsekort Anonymous holders have a duty to ensure that they are aware of changes in card conditions via www.rejsekort.dk.

Terms and conditions are available in Danish and English.

You may find the following information and definitions useful when reading the terms and conditions:

**Rejsekort A/S**, Automatikvej 1, 1., DK-2860 Søborg, VAT no. DK 27 33 20 72, was founded by a group of Danish transport companies. Rejsekort A/S publishes the present terms and conditions. Rejsekort A/S issues and legally owns all rejsekort. Rejsekort A/S is also data controller regarding all personal data in Rejsekort A/S systems.

**Rejsekort:** A rejsekort is a travel account card that can be topped up with money and used for travel by bus, train and metro.

Season Pass product on rejsekort: When you purchase a Season Pass product for your Rejsekort Personal, you pay in advance for an unlimited number of journeys in a selected geographical area (i.e. a section or one or more specific zones) and for a selected period (e.g. one month). You pay as you go for any journeys not covered by your Season Pass product via the balance on your rejsekort.

A transport company is one of the transport operators affiliated with Rejsekort A/S, i.e.:

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

The card holder is the person whose name, date of birth, etc. are recorded in the Rejsekort master data.

The card bearer is the person who has the rejsekort in his/her possession and/or uses a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous card.

The **Parent** is the person liable for the use of a rejsekort when it is used by a child (under 18 years). In the card conditions, the term "parent" also refers to the child's guardian.

The "Check Udvej" app: If you forget to check out, to remedy the situation, you can use the "Check Udvej" app or check out online at https://rejsekort.dk/checkudvej.

**Journey:** A journey starts with check in and ends with check out. You must check in each time you change to a new means of transport. Your journey may continue after check out if you check in again within a predetermined time after check out in the same zone. If your journey is covered by a Season Pass product, you must check in and out as well.

**Rejsekort online at www.rejsekort.dk.** For online information about rejsekort and to login to Rejsekort Online Self-service, go to www.rejsekort.dk.

**Rejsekort Customer Centre** is the customer service centre for all Rejsekort customers. It is a joint service provided by the transport companies. Contact Rejsekort Customer Centre if you have difficulties with your rejsekort or need more information. For hours of opening, see www.rejsekort.dk/kundeservice. Contact Rejsekort Customer Centre via www.rejsekort.dk/concall +45 70 11 33 33. Card blocking service: The lines are open around the clock, seven days a week. Rejsekort Customer Centre can provide you with details of the services provided at our points of sale.

**Point of sale** Each of the transport companies has points of sale that provide personal service. For a list of points of sale, see www.rejsekort.dk/salgssteder.

**Rejsekort ATM:** There are self-service Rejsekort ATMs on many railway stations, certain bus stations and selected locations.

## 1 About rejsekort

#### 1.1 What is a rejsekort?

A **rejsekort** is used to pay for journeys. To pay as you go, you reload your card with money. After each journey, the cost of that specific journey is deducted from your card account.

You can also add **a Season Pass product** to a Rejsekort Personal. A Season Pass product is prepayment for unlimited travel within a specific period and geographical area. For more information, see "Rejsekort with a Season Pass product".

When your rejsekort is checked in, the card constitutes a legally valid travel document (a ticket for travelling with the transport companies affiliated with the Rejsekort system). When you check in for the first time on a journey, prepayment for that journey is deducted from the rejsekort used.

You cannot use your rejsekort if the balance on your card is not at least the sum required for prepayment. For information regarding the prepayment sum required at any time, see www.rejsekort.dk in the "Aktuelt prisblad for rejser".

If you wish to travel between different parts of Denmark, the settings on your Rejsekort Anonymous must be changed to "between parts of the country". See the divisions into fare regions and how to change the settings on your card correctly at www.rejsekort.dk.

When you use your rejsekort as a legally valid travel document, the joint national travel regulations apply. See www.rejsekort.dk and the transport companies' websites and Rejsekort product description at www.rejsekort.dk. (Rejsekort produktbeskrivelse).

#### 1.2 What is a rejsekort with a Season Pass product?

A Rejsekort Personal with a Season pass product is a combined solution that functions both as an electronic pay as you go service and as a Season pass that is valid for a specific period and geographical area.

The card holder can select the validity period and geographical area, within which the card will be used. If the card is used for journeys outside the pass' validity area or if the validity period expires, the card reverts to functioning as a simple pay as you go rejsekort, i.e. a sum is deducted from the card account for the specific journey.

Season Pass products on rejsekort are currently available only from some transport companies. This service will be successively extended.

#### 1.3 How to use a rejsekort

A rejsekort (including one with a Season Pass product) must be checked in at the start of your journey and whenever you change between two different means of transport. You must also check out at the end of your journey. You must check in during your journey when you change between different means of transport because a change may influence the fare (different routes are priced at different rates). For more information about objections to fare calculations, see Section 5.3 The actual cost of the journey is deducted from the rejsekort used when the journey is completed with a check out.

If you fail to check out, the prepayment charged when you checked in is withheld. Further charges may be made as payment for the journey for which the rejsekort was used. A fee may also be charged, see section 1.5. If you fail to check out, your rejsekort may be blocked, see Section 4.

Failure to check in (either at the start of or during your journey) means that the card bearer travels without a legally valid travel document and an inspection fee may therefore be levied. If you fail to check out, the system cannot calculate the correct cost of the journey.

When you check out correctly, the price of the journey is calculated from the initial check in. If the price of the journey exceeds the prepayment, the difference is automatically deducted from the rejsekort. If the price of the journey is less than the prepayment, the difference is automatically refunded to the rejsekort. When you check out, the price of the journey is displayed on the card reader display.

To check in and check out, hold the rejsekort onto "The Blue Point" of a card reader. Card readers are marked either "check ind" [Check in] or "Check ud" [Check out]. When you check in or out on a bus, you use a card reader on the bus. When you travel by train or metro, you must check in and out on card readers located on the station/platform. The card bearer is liable to ensure that both check in and check out are correct. If the card bearer forgets to check out or is prevented from doing so, he/she can check out via the "Check Udvej" app or via the website in accordance with the terms and conditions for this service. Use the app or check out online at https://rejsekort.dk/checkudvej.

The regulations governing the use of your rejsekort are listed in Rejsekort Product Descriptions (Rejsekort produktbeskrivelser) at www.rejsekort.dk. You can also learn more about the different types of rejsekort, how to use your rejsekort, regulations for rejsekort settings (i.e. you can set your card to meet varying travel needs) and a detailed description of how to check in and check out, etc. at www.rejsekort.dk.

#### 1.4 Card issuer

All Rejsekorts (regardless of card type) are issued by: Rejsekort A/S Automatikvej 1, 1. DK-2860 Søborg VAT no.: DK 27 33 20 72 E-mail address: administration@rejsekort.dk

#### 1.5 Prices and fees

The following prices and fees are associated with the purchase and use of a rejsekort and services.

- Card price (purchase and replacement card) Rejsekort Personal: DKK 50
- Card price (purchase and replacement card) Rejsekort Flex: DKK 50
- Card price (purchase and replacement card) Rejsekort Anonymous: DKK 80
- Issue fee (for rejsekort issued at a point of sale) charged in addition to card price: DKK 30
- Fee for journey history (data more than 13 months old): DKK 20
- Cash refund fee for cash refund of balance on Rejsekort Personal or Rejsekort Flex or unused period of Season Pass product when the card holder has an account at a bank in Denmark: DKK 50
- Invoice fee, i.e added to invoice charging for additional cost of an incomplete journey (i.e. journey made without check out): DKK 20 (applicable from 15 March 2017).
- Fee for deleting a customer from the Customer register against repayment of outstanding debt: DKK 125 (applicable from 15 March 2017).

Current prices and fees for purchasing rejsekort and associated services are listed and available at all times at www.rejsekort.dk.

The price for each journey is individual and set by the relevant fares authority (transport company). The price is determined by several factors, including whether the person using the rejsekort is an adult, child, young person, pensioner or another type of customer. Other factors, e.g. the duration of the journey, distance travelled and discount level achieved will also affect the fare. The fares and discounts on journeys with a rejsekort are listed at www.rejsekort.dk in the Fares menu. You can also precalculate the cost of your journey at www.rejsekort.dk in the Calculate fares menu. The transport companies also have rules of their own for the use of rejsekort. See joint national travel regulations at www.rejsekort.dk.

The price of a Season Pass product validity period is established by the individual fare authority(transport company). The price is determined by the duration, customer type and geographical area of the Season Pass product in question.

#### 1.6 Card types and expiry

A Rejsekort is issued as either a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous card. All card types have a printed card number. A rejsekort expires five years from the date of issue. After expiry, you must obtain a new rejsekort, see card price in Section 1.5.

A Rejsekort Personal (including one with a Season Pass product) is a personal card. When using a Rejsekort Personal, the card holder himself/ herself must always be checked in on the journey. The card holder can bring other travellers with him/her on the journey simply by checking them in. This is, however, not possible if the card holder's Rejsekort Personal has an active Season Pass product. The card holder's name is printed on the card. If a Rejsekort Personal is used but without the card holder checked in, the card may be confiscated. The person travelling on the card does not have a legally valid travel document. For more information about blocking this card type, see Section 4.

A Rejsekort Flex may be used by anyone, to whom the card holder chooses to, hand over the card. The card is therefore regarded as a legally valid travel document. For more information about blocking this card type, see Section 4. The holder of a Rejsekort Personal has the same rights and obligations as the holder of a Rejsekort Personal, including liability rules described in Section 5 - whether the card holder has handed over the Rejsekort to another person or not.

A Rejsekort Anonymous is not affiliated with any particular person and can therefore be used as a legally valid travel document by anyone who bears the card. The maximum permitted cost of travel on a Rejsekort Anonymous in a single calendar year is DKK 18,000. The card bearer cannot block this type of card even if it is stolen or lost/ mislaid. The card bearer is the only person who has rights and obligations in connection with a Rejsekort Anonymous.

#### 1.7 Customer types

A rejsekort may be issued to different customer types, depending on who is to use it. The customer types are: adult, child, young person, pensioner, dog/bicycle, handicap and business. In the following, we have listed the special conditions that apply to some customer types:

A Rejsekort Personal with customer type Pensioner can be used if you are over 65 years old or is an early pensioner. You must choose a Rejsekort Personal with customer type Pensioner if you wish to benefit from pensioners' discounts.

A Rejsekort Personal with customer type Young Person can be used if you also have an Ungdomskort, DSB Ung or Arriva Ung card. A Rejsekort with customer type Child can be used by a child under 16 years. For more information, see Section 1.9.

NB: fare policies and regulations for the individual customer types may vary depending on the transport company you travel with. For a list of all customer types and details of how the individual card types can be used, see the joint national travel regulations at www.rejsekort.dk and the transport companies' websites.

#### 1.8 Your obligations when you use a Rejsekort

#### 1.8.1 Rejsekort Personal and Rejsekort Flex

When you purchase a Rejsekort Personal or Rejsekort Personal, you must submit personal data, e.g. name, address and CPR (Danish ID) number. You must produce documentation to substantiate your personal data in accordance with the procedures laid down by Rejsekort A/S at any given time.

The card holder is obliged to give notice of any change to the data, including in particular:

- name, postal address, phone number and e-mail address
- changes in the Dankort payment card or bank account associated with a reload or renewal agreement (if any).

The card holder is obliged to keep and handle the rejsekort responsibly and to ensure that the card number and printed name and photo (if any) are clear and accurate.

If it transpires that the data submitted is incorrect, Rejsekort A/S is entitled without warning to block/close the rejsekort accounts(s) held by the card holder in question. For more information about card blocking/ closure procedures and legal effects, see Sections 4.3 and 4.4.

The card holder has a duty continually and carefully to check journey history, fares and card account balance by either logging into Online Self-service at www.rejsekort.dk or at a Rejsekort ATM (the card holder can check his/her five most recent journeys at a Rejsekort ATM) or contacting Rejsekort Customer Centre. The card holder is also obliged to contact Rejsekort Customer Centre immediately if he/she discovers unauthorised or incorrect entries or if he/she suspects that the fares charged are incorrect. When you check out correctly at the end of a journey, the fare is displayed on the card reader screen. The card holder is obliged immediately to lodge an objection and contact the Rejsekort Customer Centre if the card holder believes that a fare or fares is/are incorrect. For more information about objection deadlines, see also Section 5.3.

The card holder must block his/her Rejsekort as soon as possible if it is lost or if he/she suspects card misuse. For more information about blocking a rejsekort, see Section 4.1.

A Rejsekort Personal may be confiscated if, for example, a ticket inspector discovers that the card is used by someone other than the card holder.

For more information about confiscation of a Rejsekort Personal, see Section 4.5.

#### 1.8.2 Rejsekort Anonymous

The card bearer of a Rejsekort Anonymous card has a duty to continually and carefully check journey history, prices charged and the card balance. The card bearer of a Rejsekort Anonymous also has a duty to contact Rejsekort Customer Centre immediately if he/she discovers unauthorised or incorrect entries or if he/she suspects that the prices charged are incorrect. When you check out correctly at the end of a journey, the price of the journey is displayed on the card reader screen. The card holder can check the five most recent journeys at a Rejsekort ATM or by contacting a point of sale that offers this service. For more information about objection deadlines, see also Section 5.3.

#### 1.9 Rejsekort for children

#### 1.9.1 Children under 15 years of age

Children under 15 years of age are not eligible to purchase a rejsekort without the consent of a parent/guardian who agrees to be liable for all costs incurred in connection with purchase and use of the card.

The child is recorded as the card holder and notifications regarding the card itself will be sent to the child as card holder, while notifications regarding financial liability for the card will be sent to the parent/guardian. The liability rules for the card in Section 5 apply therefore to the parent/guardian.

The parent/guardian is liable until the child turns 18. When the card holder turns 18, he/she is liable for the use of the card.

Children under 18 are personally liable solely to the extent that guardianship legislation offers legal basis for this.

#### 1.9.2 Children aged 15, 16 and 17

Children aged 15, 16 and 17 are eligible to purchase a rejsekort by cash payment, including payment using a payment card. If the transaction is not made in cash, the conditions stated in Section 1.9.1 above shall apply.

Children aged 15 years are priced as customer type Child.

Children aged 16 and 17 are priced as customer type Adult or Young Person.

Children under 18 are personally responsible solely to the extent that guardianship legislation offers legal basis for this.

### 2 Balance, reload and Season Pass product renewal

#### 2.1 Rejsekort - balance

A rejsekort has a balance, i.e. the sum available to pay for journeys. A Rejsekort Personal may also have a Season Pass product, i.e. prepayment for journeys within a specific geographical area and period, see Section 1.2. When a rejsekort is reloaded, the reload amount is added to the balance. When a rejsekort is used to pay for travel, the cost is deducted from the balance. The card price, see Section 1.5, is not part of the balance.

The balance does not always cover the full cost of the journey, which means that the balance on a rejsekort may be negative. The card holder is obliged immediately to offset the negative balance.

You cannot use your rejsekort if the balance on your card is not at least the sum required for prepayment, see Section 1.1. The balance of your Rejsekort may never exceed DKK 2,200. A reload amount that would bring the balance over the DKK 2,200 limit will be refused in its entirety.

Furthermore, the maximum permitted cost of travel on a Rejsekort Anonymous in a single calendar year is DKK 18,000. If the annual cap is exceeded, the card is blocked for the remainder of the current year.

#### 2.2 Rejsekort reload and Season Pass product renewal

All types of rejsekort can be reloaded at a Rejsekort ATM or at selected points of sale. Rejsekort Personal and Rejsekort Flex may also be topped up via Online Self-service at www.rejsekort.dk or automatically if you have a reload agreement, see Section 3.

You can renew your Season Pass product at www.rejsekort.dk, at selected points of sale or automatically if you have a renewal agreement, see Section 3.

#### 2.2.1 Rejsekort reload and Season Pass product renewal online at www.rejsekort.dk

When you reload your rejsekort via Online Self-service at www.rejsekort.dk, your card is not reloaded until the next time it comes into contact with an updated Rejsekort device. The reload amount will not be withdrawn from your payment card until this time. Card readers on stations/platforms are updated approximately every five hours. Card readers on buses are updated about once a day (24 hours). You should therefore top up your rejsekort or renew a Season Pass product via Online Self-service at www.rejsekort.dk not less than five or 24 hours (respectively) before the balance or new Season Pass product period is required on your rejsekort (depending on whether you travel by train/ metro or by bus). For more information, see www.rejsekort.dk

If a period of more than 30 days lapses between reload/renewal at www.rejsekort.dk and your rejsekort coming into contact with a Rejsekort device, the reload /renewal order will be cancelled. Where Season Pass product renewal is concerned, renewal is not activated until the rejsekort is checked in at a check in card reader. If renewal is not activated at a check in card reader, the passenger does not have a legally valid travel document.

### 3 Reload agreement and renewal agreement

## 3.1 How to enter a reload agreement or renewal agreement

A card holder who has a Rejsekort Personal or Rejsekort Flex can enter an agreement with Rejsekort A/S to reload the rejsekort automatically. This is called a reload agreement. A card holder who has a Rejsekort Personal can also enter an agreement with Rejsekort A/S to automatically renew a Season Pass product. This is called a renewal agreement. To enter a reload agreement or renewal agreement, the card holder has to register a Dankort as the means of payment. This is called a payment agreement.

The card holder must choose a specific transport company to manage the reload agreement or renewal agreement. Managing the agreement includes service in connection with entering, changing and cancelling the agreement, receiving money transfers and providing regular customer services. The transport company that manages the agreement is also responsible for debt recovery if the card holder defaults on the agreement. However, the Rejsekort Customer Centre may also manage the account and offer customer services on behalf of the card holder's transport company of choice.

A rejsekort will be reloaded automatically with a pre-agreed amount on agreed conditions. The card balance will be reloaded every time the balance falls below a minimum amount. For more information, see Section 3.2.

In a renewal agreement, a Season Pass product's validity period is renewed when the rejsekort is checked in at a check-in card reader within the correct geographical area for the first time after expiry of the previous validity period.

If a payment agreement is not used within a period of 735 days, Nets will cancel the agreement. If card closure means that subsequent payments will be rejected, the customer will be notified. The customer may then either enter a new payment agreement or reload/renew Season Pass product validity period manually.

## 3.1.1 Reload agreement and renewal agreement for a child (under 18 years)

A child is eligible to create a reload agreement or a renewal agreement if a parent/guardian pays for the child's travel by linking the parent's payment agreement to the child. The child himself/herself has access to Online Self-service at www.rejsekort. dk. A parent or guardian can manage a child's rejsekort using their own (i.e. the parent's/guardian's) login to Online Self-service if a guardianship link is established. When the child turns 15, the parent/guardian will no longer have access to the child's Online Self-service.

The parent/guardian is liable for the use of the child's rejsekort, including a reload agreement or renewal agreement until the card is blocked or closed, or until the reload agreement or renewal agreement is closed or terminated and notice of termination is received at the transport company chosen to manage the account.

Children under 18 are personally responsible solely to the extent that guardianship legislation offers legal basis for this.

## 3.2 How to change a reload agreement or renewal agreement

A party who enters a reload agreement may change the reload amount, the maximum number of reloads per day and the minimum balance that triggers a reload. The conditions of a renewal agreement can also be changed via Online Self-service at www.rejsekort.dk. A period of up to 24 hours may elapse before changes take effect.

The card holder has a duty to notify of any changes regarding the Dankort that is linked to the reload agreement/renewal agreement. For more information, see www.rejsekort.dk

A child can change his/her reload agreement/renewal agreement when the parent/guardian who holds the payment agreement has created a new shared payment agreement with the child.

#### 3.3 How to terminate a reload agreement or renewal agreement

A reload agreement or renewal agreement can be terminated without warning by the party that entered into the agreement via Online Selfservice at www.rejsekort.dk or by contacting the Rejsekort Customer Centre. In the event of termination, a period of up to 24 hours may elapse before termination takes effect. In the event of termination, the card holder is liable for any use up to the time the Rejsekort Customer Centre receives notice of termination.

## 3.4 Breach of a reload agreement or renewal agreement

Rejsekort A/S is entitled immediately to cancel a reload agreement or renewal agreement in the event of breach in the form of failure to make a payment, including if the Dankort linked to the agreement is no longer active (e.g. blocked or expired) and the card holder, despite a reminder, fails to link an active Dankort to it.

### 4 Card blocking, closure and refund of balance and unused validity period

#### 4.1 Card blocked by card holder

The card holder shall block a Rejsekort Personal or Rejsekort Flex immediately if:

- the card is lost/mislaid or stolen or
- the card holder suspects that the card has been or is being misused.

The card holder or a parent/guardian who is liable on behalf of a child can block a rejsekort via Online Self-service at www.rejsekort.dk or by calling Rejsekort Customer Centre on +45 70 11 33 33. The centre is open around the clock seven days a week for card blocking. To block a card, the card holder shall identify himself/herself and his/her rejsekort.

Once Rejsekort A/S has received a request to block a card, the time is confirmed in writing to the card holder, usually via email.

For a rejsekort without a reload agreement or renewal agreement, Rejsekort A/S does not cover losses incurred as a result of unauthorised use of a rejsekort by a third party until the time Rejsekort A/S is contacted with a view to blocking the card in question. Rejsekort A/S is liable from the time the card is blocked.

For a rejsekort with a reload agreement/renewal agreement, Rejsekort A/S covers any loss incurred by the card holder as a result of unauthorised use of the card by a third party if the card holder contacts Rejsekort A/S with a view to blocking as soon as possible after he/she discovers that the card has been misused. For more information about liability and objections, see Section 5.

A blocked rejsekort cannot be re-opened. When a rejsekort is blocked, a positive balance on the card and/or a validity period that is unused at the time the card was blocked will be refunded. A negative balance will be invoiced. For more information, see Section 4.4. Once a rejsekort is blocked, the card holder shall pay for a replacement card, unless the card blocking was prompted by Rejsekort A/S.

A Rejsekort Anonymous cannot be blocked. However, the card bearer of a Rejsekort Anonymous can close the card by contacting a manned point of sales or by contacting the Rejsekort Customer Centre, see also Sections 4.3.and 4.4.

#### 4.2 Card blocked by Rejsekort A/S

When Rejsekort A/S blocks a rejsekort, the card holder will as soon as possible receive notification of the reason for blocking the card.

Rejsekort A/S is entitled to block a card without warning:

- under special circumstances, including justified suspicion of misuse.
- if a Rejsekort Personal or Rejsekort Flex has been used for more than DKK 18,000 worth of travel in one calendar year and the card holder, following a written request (by letter or email), fails to meet ID requirements in pursuance of the anti-money laundering legislation, or
- if the card holder of a Rejsekort Personal or Rejsekort Flex has terminated the customer account, requested the card blocked or terminated the agreement for the rejsekort in question, see Section 4.3, or has withdrawn his/her consent for Rejsekort A/S and the associated transport companies to process his/her personal data.

Rejsekort A/S is entitled to block a rejsekort after having sent a warning via e-mail, letter or e-Boks in the following circumstances:

- the card balance is negative or there is a debt, see Section 4.2.1, or
- in the event of repeated failure to check out, see Section 4.2.2.

When a rejsekort is blocked, the card holder forfeits the right to the discounts earned on the card in question.

#### 4.2.1 Card blocking due to failure to pay or negative balance on a rejsekort

Rejsekort A/S is entitled to block a rejsekort if the card balance is negative and the card holder, after two written reminders, fails to reload so that the balance is either offset or positive. A negative balance or failure to pay may lead to blocking of all of the rejsekort cards held by the customer in question.

Rejsekort A/S is entitled to block a rejsekort if payment agreed via a reload agreement or a new validity period via a renewal agreement is not paid, and the card holder fails, following two written reminders, to remedy the situation.

#### 4.2.2 Incomplete journeys (failure to check out)

If the card holder or card bearer fails to check out at the end of a journey on three occasions within a 12-month period, Rejsekort A/S is entitled to block a Rejsekort Personal or Rejsekort Flex, provided that the company has sent two warnings to the card holder by e-mail, letter or e-Boks. At the same time, the card holder may be added to Rejsekort A/S Customer Register, see section 6.2.1 Special provision for a Rejsekort Anonymous: Rejsekort A/S is entitled to block a Rejsekort Anonymous immediately if a card bearer fails to check out at the end of a journey on at least two occasions within a 12-month period.

#### 4.3 Closure of rejsekort and termination of customer account

The card holder is entitled at any time to close his rejsekort and thereby terminate a rejsekort agreement or customer account. On receipt of a request to close/terminate, Rejsekort A/S will block the implicated card or cards.

A Rejsekort Anonymous bearer may close the card by contacting certain Rejsekort points of sale in person. For more information, see www. rejsekort.dk/salgssteder.

For further details of the procedures for refunding the balance, see Section 4.4 and www.rejsekort.dk.

#### 4.4 Refund of balance and refund of unused validity period on blocked/closed Rejsekort

After it has been blocked or closed, a Rejsekort must, if possible, be returned to Rejsekort A/S or an associated transport company.

A rejsekort that is blocked or closed cannot be re-opened. After a rejsekort has been blocked or closed, Rejsekort A/S will settle the card balance and/or unused validity period deducted a sum corresponding to the value of an eight-day period. The card price, see Section 1.5, is non-refundable.

The account will be settled as soon as possible. However, as all transactions must be accessible before the account can be settled, a period of up to 14 days may elapse before final settlement can take place and residual positive balance (if any) is refunded. If a card holder who is entitled to a refund on a blocked/closed Rejsekort account has a negative balance on another rejsekort or a debt on a reload agreement or renewal agreement, the refund will not be transferred until the debt is paid.

If the balance on a Rejsekort Personal or Rejsekort Flex account is positive or if there remains an unused validity period on the card, the sum will be transferred to the card holder's NemKonto.

If the card holder is under 18 years of age and a parent/guardian has accepted legal responsibility for the use of the card, the balance will be refunded to the parent's/guardian's bank account/NemKonto if the card holder does not have a NemKonto of his or her own.

For Rejsekort Personal and Rejsekort Flex holders who do not have a NemKonto, refunds will be transferred to an account at a Danish bank notified by the card holder. In exceptional circumstances, if the card holder does not have an account at a Danish bank, refunds can be paid out in cash. The card holder will be referred to a specific point of sales (where he/she must go in person) or to a foreign bank account. This service is offered only by some of the transport companies and the full cost of the transaction will be deducted from the refund. For more information, contact Rejsekort Customer Centre. For a list of points of sale, see www.rejsekort.dk in the retailers menu. To receive a cash refund, the card holder must present ID, e.g. passport, driving license or a similar document.

If a card holder of a Rejsekort Personal or Rejsekort Flex who has an account at a Danish bank to which a transfer is possible, wishes nevertheless to receive a cash refund, the refund can be made as described above. A charge will be made, see Section 1.5.

If the account balance on a rejsekort is negative, the card holder will receive an invoice for immediate payment.

A negative account balance on a Rejsekort Anonymous is payable immediately on closure of the card.

If the card holder wishes to have a positive account balance paid out, he/she must return the card in question to a specific point of sale or to Rejsekort Customer Centre. For a list of points of sale, see www.rejsekort.dk under "Retailers". To receive a refund, the card bearer must submit his/her name and address. The card bearer can choose to have the refund transferred to his/her NemKonto, in which case he/she must submit their CPR (Danish ID) number or an account number at a Danish bank. If the card bearer wishes to have the refund paid out in cash, he/she will be referred to a specific point of sale.

#### 4.5 Confiscation of Rejsekort Personal

Only the card holder and a passenger travelling with and checked in on the same Rejsekort Personal can be regarded as travelling with a legally valid travel document. If a person other than the card holder travels on a Rejsekort Personal, the card is regarded as misused if the card holder has not also checked in on the journey – in which case the card may be confiscated at ticket inspection. For more information about card blocking in connection with misuse, see Section 4.2.

### 5 Your liability for the use of a rejsekort

#### 5.1 Liability for a rejsekort without a reload agreement or renewal agreement

The card holder or a parent/guardian who is liable on behalf of a child is liable for payment of all journeys made on the rejsekort. For a rejsekort without a reload agreement or renewal agreement, Rejsekort A/S does not cover losses incurred as a result of unauthorised use of a rejsekort by a third party until the time Rejsekort A/S is contacted with a view to blocking the card in question. Rejsekort A/S is liable from the time of contact. See Section 4.1.

## 5.2 Liability for a rejsekort with a reload agreement or renewal agreement

The card holder or a parent/guardian who is liable on behalf of a child is liable for payment of all journeys made on the rejsekort. For a rejsekort with a reload agreement/renewal agreement, Rejsekort A/S covers any losses incurred by the card holder as a result of unauthorised use of the card by a third party if the card holder notifies Rejsekort A/S as soon as possible after the card holder becomes aware of unauthorised use with a view to blocking the card in question. However, if Rejsekort A/S can substantiate that the card holder has failed as soon as possible after the card holder has failed as soon as possible after the card holder became aware of unauthorised use to notify Rejsekort A/S with a view to requesting card blocking, the card holder is liable for losses incurred as a result of unauthorised use of the rejsekort by a third party until the card is blocked – although for no more than DKK 4,000, see Section 4.1. Once a rejsekort is blocked, the card holder shall pay for a replacement card, if card blocking was prompted by the card holder.

#### 5.3 Objections - deadlines

An objection against an unauthorised or incorrect transaction on a rejsekort account shall be in the hands of Rejsekort Customer Centre as soon as possible and no later than 13 months from the relevant transaction date, see Article 63 of Danish Payment Services and Electronic Money Act. To establish whether an objection is timely, special weight of importance will be laid on the card holder's duty to consistently check journey history, see Sections 1.8.1 and 1.8.2.

### 6 Customer register

#### 6.1 Purpose of customer register

If a card holder repeatedly fails to check out or owes Rejsekort A/S or a transport company more than DKK 500 or there are special circumstances, including justified suspicion of misuse, the card holder may be added to the Rejsekort Customer register. A customer on this list is not permitted to purchase a Rejsekort Personal, Rejsekort Flex or a Season Pass for a period of up to two years. When a rejsekort is blocked, the card holder forfeits the right to the discounts earned on the card in question. (Until 15 March 2017, the maximum sum is, however, DKK 1,000).

Rejsekort A/S Customer register lists customer name, address, CPR (Danish ID) number, the reason why a rejsekort was blocked and that the card holder is not permitted to obtain a new Rejsekort Personal or Rejsekort Flex, or a Season Pass for a specific period of time (see below). The purpose of Customer register is to avoid losses due to failure to pay for the use of a Rejsekort or Commuter Card and to prevent Rejsekort A/S from issuing a Rejsekort or Season Pass to and entering reload agreements or renewal agreements with persons who are listed in the Customer register as a result of previous breaches of contract (see below). When Rejsekort A/S adds a customer to the Customer register, Rejsekort A/S is entitled to block the customer's Rejsekort and Season Pass, if there is a justified suspicion of card misuse.

A customer in the Customer register may be deleted on payment of a fee and individual case processing and payment of the debt, see Section 1.5.

#### 6.2 Who is on the list?

Card holders encompassed by Sections 6.2.1, 6.2.2 and 6.2.3 below may be listed in the Customer register. A parent/guardian who has entered a Rejsekort agreement and is liable on behalf of a child, see Sections 1.8 and 3.1.1, may also be listed in the Customer register. A person added to the list will receive notification as soon as possible by e-mail, letter or e-Boks.

#### 6.2.1 Incomplete journeys (failure to check out)

If, at the end of a journey on a Rejsekort Personal or Rejsekort Flex, the card holder fails to check out on three occasions within a period of 12 months, Rejsekort A/S may, after two written warnings, add the card holder to the Customer register.

Rejsekort A/S will delete the entry in the Customer register not later than one year from the creation date.

#### 6.2.2 Debts to Rejsekort A/S or transport companies

If a card holder or a parent/guardian who is liable on behalf of a child, in consequence of a breach of a rejsekort agreement, including a reload agreement or renewal agreement, owes Rejsekort A/S or an associated transport company more than DKK 500, Rejsekort A/S may add this person to the Customer register. (Until 15 March 2017, the maximum sum is, however, DKK 1,000). The person added to the list will receive notification as soon as possible by e-mail, letter or e-Boks.

Rejsekort A/S will delete the registration:

- when the debt owing is paid in full or
- not later than two years from the date the entry was created.

#### 6.2.3 Special circumstances, including justified suspicion of card misuse

Under special circumstances, including justified suspicion of card misuse, Rejsekort A/S can add a card holder to the Customer register based on a case assessment. The person added to the Customer register will receive notification as soon as possible by e-mail, letter or e-Boks.

Rejsekort A/S will delete the registration not more than two years from the creation date.

(Section 6.2.3 is applicable from 15 March 2017)

# 7 Other terms and conditions regarding card use

#### 7.1 Processing personal data

At Rejsekort A/S, we do our utmost to ensure that card holders feel that they can use the rejsekort scheme and www.rejsekort.dk and enter reload and renewal agreements with confidence.

Your personal data, including your name, address, phone number and CPR (Danish ID) number that you submit when you purchase and use a rejsekort or reload agreements, renewal agreements, etc., is processed responsibly and in accordance with legislative requirements including the Act on Processing of Personal Data. For more information, please refer to Rejsekort A/S' privacy policy available at all times at www. rejsekort.dk.

Our privacy policy contains details of data recording, processing, access, etc.

#### 7.2 Journey history and card balance data

The card holder of a Rejsekort Personal or Rejsekort Flex is entitled to have access to data regarding transactions made on his/her rejsekort, including journey history and card balance. Parents who have entered a Rejsekort agreement and are liable on behalf of a child under 15 are also entitled to have access to transactions made on the child's rejsekort.

The card holder or a parent/guardian who is liable on behalf of a child also has a duty to ensure that he/she is aware of the transactions made on the rejsekort, see Section 1.8.

For all types of rejsekort, the card holder can access data regarding the most recent five journeys and current rejsekort balance by inserting his/ her rejsekort in a Rejsekort ATM.

The card holder or a parent/guardian who is liable on behalf of a child under 15 can, on entering a guardianship agreement, also access data via Online Self-service at www.rejsekort.dk.

The card holder of a Rejsekort Personal or Rejsekort Flex may request a printed list of transactions made on his/her Rejsekort at any time. However, a fee will be charged for printing journey history data that is more than 13 months old, see Section 1.5.

A card holder of a Rejsekort Personal or Rejsekort Flex can also access this type of data by contacting specific Rejsekort points of sale in person. For more information, see www.rejsekort.dk – under "Retailers". For this service, staff may request to see ID, such as photo ID issued by a public authority, e.g. passport or driving license. To access data on journeys made on a Rejsekort Anonymous (in addition to the card master data, see above), the card bearer must go in person to a specific point of sale, present the card and substantiate that he or she is the person who has used the card. As proof of use, staff may ask the card bearer questions about the journeys made on the card.

#### 7.3 Errors and anomalies

In the event of an error or errors in the Rejsekort system, Rejsekort A/S is liable to compensate for any losses incurred by the card holder or card bearer of a Rejsekort Anonymous.

If the rejsekort holder or card bearer discovers that the journey settlement includes journeys that he/she did not make or journeys that are recorded incorrectly, or if the card balance is incorrect, the Rejsekort Anonymous holder or card bearer must contact Rejsekort Customer Centre immediately using the contact form at www.rejsekort.dk or by phone, see Sections 1.8.1, 4.1 and 5.3.

Neither Rejsekort A/S nor the associated transport companies are liable for any losses incurred as the result of a rejsekort having been rejected by an affiliated transport company. If, during an attempt to check in or check out, a rejsekort reader or ATM is out of order, the passenger must use another Rejsekort reader or ATM. If the other Rejsekort ATMs and card readers on the same site are also out of order, the passenger must contact a member of staff (train conductor, bus driver, station staff, etc.) or Rejsekort Customer Centre as soon as possible. If there is no solution to the problem, the passenger must obtain a ticket by another means, except in extremely unusual circumstances (e.g. general system breakdown) that makes using rejsekort impossible and a message appears at www.rejsekort.dk in the "aktuelle driftsforstyrrelser" menu or if the affiliated transport companies announce (over loudspeakers or otherwise) that passengers do not have to obtain tickets.

#### 7.4 Defective rejsekort

A Defective rejsekort must not be blocked but returned to Rejsekort Customer Centre for inspection. For guidance, call Rejsekort Customer Centre on +45 70 11 33 33.

Rejsekort A/s will replace any defective rejsekort free of charge. A defective card means a defect that is not due to negligent handling of the card.

#### 7.5 Replacement card

If a Rejsekort Personal or Rejsekort Flex has expired, is defective or mislaid, the card holder can order a replacement card of the same card type, customer type, discount level and reload agreement (if any) as the old card. However, journeys in the period from the time the replacement card was ordered until it is used for the first time will not be included in calculation of the discount earned on the replacement card.

#### 7.6 How to contact Rejsekort A/S

To contact Rejsekort Customer Centre, complete the contact form at www.rejsekort.dk or call +45 70 11 33 33.

#### 7.7 How Rejsekort A/S communicates with you – including e-Boks

Rejsekort A/S communicates with customers by e-mail, letter or e-Boks (provided that the customer in question is not exempt from receiving Digital Post).

#### 7.8 Complaints

Complaints should initially be lodged at the Rejsekort Customer Centre. Complete the contact form at www.rejsekort.dk.

If the customer does not accept Rejsekort Customer Centre's decision, the customer may submit a complaint to a complaints board (see below). The choice of complaints board depends on the nature of the complaint.

#### Appeal Board for Bus, Train and Metro

Complaints regarding equipment failure, penalties levied in connection with a ticket inspection, rejsekort functionality, failure to check in and out or activation, Customer register listing, etc. can be lodged at the Appeal Board for Bus, Train and Metro.

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

#### The European Commission's Online Disputes Resolution portal

You can also submit your complaint via the European Commission's Online Disputes Resolution portal. This is particularly relevant if you are a consumer resident in another EU Member State. Submit your complaint to http://ec.europa.eu/odr. When you submit your complaint, you must include our e-mail address: administration@rejsekort.dk

#### The Danish Consumer Ombudsman

The Danish Consumer Ombudsman handles complaints regarding Rejsekort A/S' general terms and conditions, marketing and advertising.

The Danish Consumer Ombudsman also handles complaints regarding breach of information requirements, third party misuse of cards, best practice, etc. in pursuance of the Danish Payment Services and Electronic Money Act.

Rejsekort Anonymous is also subject to Consumer Ombudsman supervision.

The Danish Consumer Ombudsman Carl Jacobsens Vej 35 DK-2500 Valby forbrugerombudsmanden@kfst.dk www.forbrugerombudsmanden.dk

#### The Danish Data Protection Agency

Complaints about how Rejsekort A/S processes (records, divulges, etc.) your personal data, including in connection with blocking a rejsekort, are handled by the Danish Data Protection Agency.

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

For more information, see complaints guidelines at www.rejsekort.dk.

Queries and disputes in connection with interpreting Rejsekort terms and conditions are subject to the ordinary tenets of Danish law.