

## Terms and Conditions for Garmin Pay

### 1. Introduction

- 1.1. Garmin Pay enables you to store a virtual version of your Danske Bank Mastercard in a Garmin Device via the Garmin App on your phone. When your virtual payment card is stored in your Garmin Device, you can pay in physical stores with your virtual card by using your Garmin Device. You cannot use Garmin Pay for e-commerce.
- 1.2. Payment with your virtual card on your Garmin Device is executed using the contactless functionality on the merchant's terminal similar to using the contactless functionality on the physical card. However, when you have authenticated yourself with your PIN code, you will be able to pay with your Garmin Device for up to 24 hours without using your PIN code as long as the Garmin Device is registering your pulse.
- 1.3. These terms and conditions for Garmin Pay are valid and effective from the date of registration of your Eligible Card.

### 2. Terms and Conditions

- 2.1. These terms and conditions for Garmin Pay are in addition to the terms and condition that apply to the Eligible Card you have registered in the Garmin App and to the terms and conditions that apply to your account. Unless otherwise stated, where these terms and conditions for Garmin Pay are not consistent with any of the other aforementioned Terms and Conditions, then these terms and conditions will apply to the extent of that inconsistency.

### 3. Definitions

- 3.1. The following definitions apply to these terms and conditions for Garmin Pay;

**"Garmin"** means the corporation having its headquarters at 1200 E. 151st Street, Olathe, Kansas City Metro Area, KS 6062, USA.

**"Garmin App"** means an app you can download to your phone, and where you register your Eligible Card.

**"Garmin Pay"** means the service operated by Garmin, which allows you to make contactless payments to participating merchants with your Garmin Device.

**"Garmin Pay Terms of Service"** means any agreement entered into between you and Garmin in connection with Garmin Pay.

**"Garmin Device"** means a device, which supports Garmin Pay.

**"Device Account Number"** means a unique number, which is created during the registration process linking your Eligible Card to your Garmin Device.

“**Eligible Card**” means an active credit or debit MasterCard from Danske Bank in your name, which can be registered for Garmin Pay.

“**One Time Verification Code**” means the activation code required to complete your Garmin Pay registration.

“**PIN code**” means the 4-digit PIN code you use as the security feature on your Garmin Device.

“**Token**” means a transaction specific dynamic security code.

#### **4. Registering for Garmin Pay**

4.1. To register for Garmin Pay you must:

- (i) Create a Device Account Number linking your Eligible Card to your Garmin Device. You can do this by opening the Garmin App on your phone and following the on screen instructions.
- (ii) Confirm your identity by either entering a One Time Verification Code that will be sent to you via SMS or by calling us on the phone number presented in the registration process.
- (iii) Create a 4-digit PIN code for your Garmin Device. The PIN code must be kept secret in the same way as the PIN code for your Eligible Card.

4.2. You must accept these terms and conditions to use Garmin Pay. The terms and conditions are available on [www.danskebank.no/Garminpay](http://www.danskebank.no/Garminpay).

4.3. Garmin Pay is provided by Garmin and by using it you are subject to the Garmin Pay Terms of Service, and to any other Garmin or third party agreements, which apply. We are not responsible for any agreements you enter into with Garmin or with any other third parties in connection with Garmin Pay, and we are not liable to you for its provision, functioning and security.

4.4. We may allow you to register the same Eligible Card on more than one Garmin Device. You must, however, continue to keep your Garmin Device secure and your PIN code and other security details confidential.

#### **5. Using Garmin Pay**

5.1. When you register for Garmin Pay you agree that:

- (i) We will process your personal information in order to allow your Eligible Card to be used for Garmin Pay;
- (ii) We will collect personal information about you from Garmin in order to confirm your identity, to check your eligibility for Garmin Pay and to help prevent fraud;
- (iii) We share anonymised information relating to your Garmin Pay transactions with Garmin in order to improve and develop its technology.
- (iv) We will display your recent Garmin Pay transactions on your Garmin Device for your convenience.

5.2. If your Eligible Card is replaced, you may be required to register your new Eligible Card for Garmin Pay.

5.3. When you use Garmin Pay, you must not:

- (i) Use it to do anything illegal;
- (ii) Use it in a way that could damage our systems or other Garmin Pay users
- (iii) Do anything that Garmin or we tell you not to;
- (iv) Breach any law that applies to the place where you use Garmin Pay

## **6. Making a Payment**

- (i) Before making a payment with your Garmin Device you must authenticate yourself with your PIN code. The authentication is valid for up to 24 hours as long as the Garmin Device is registering your pulse.
- (ii) When you use Garmin Pay in stores, you must activate the Garmin Device by clicking a button and hold the Garmin Device close to the point of sale terminal.
- (iii) When payment is authenticated, your Garmin Device provides your Device Account Number and Token to the store's point of sale terminal. Your payment information is verified by checking the Token to ensure it is unique and tied to your Device Account Number. Payment may then be made from your card account.

## **7. Payment Limits**

- 7.1. Garmin Pay allows you to make payments at any amount, when you have authenticated yourself with the PIN code. However, the general limits that apply to transactions with your Eligible Card also applies to transactions made with Garmin Pay.

## **8. Security**

8.1. In addition to any other obligations or responsibilities you may have under these terms and conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Garmin Device in connection with your use of Garmin Pay. You are solely responsible for the safety and security of your Garmin Device. In particular, you must:

- (i) Use appropriate security, including PIN code, on your Garmin Device.
- (ii) Never give anyone else your PIN code or other security details. If you suspect that someone knows them, change them immediately or suspend/remove your registered Eligible Cards from Garmin Pay.
- (iii) Make sure that other persons do not have access to make payments with your Garmin Device in the 24 hours your authentication is valid for.

8.2. Details about your physical Eligible Card is not stored by Garmin, in the Garmin App or in the Garmin Device. Payments are made using a Device Account Number linked specifically to your Garmin Device. This Device Account Number cannot be copied and used for any other purpose.

## **9. Changes to Garmin Pay**

9.1. Garmin may change Garmin Pay at any time, or cease to offer it. You should check with Garmin for more information at [www.garmin.com](http://www.garmin.com).

9.2. If we make any changes to these terms and conditions, and it negatively affects you, we will give you 2 months' notice. If we make any changes that benefit you or that do not

affect your use of Garmin Pay, we will inform you of the change without prior notice. When there are changes, we may ask you to read and accept any changes before you can continue to use Garmin Pay.

#### **10. Suspension and Removal of Garmin Pay**

- 10.1. We may refuse to register you for Garmin Pay, or to block or restrict your Eligible Card where we have reasonable grounds for doing so. This includes where we become aware of behaviour that we (acting reasonably) consider may be indicative of fraud in respect of your registration or account.
- 10.2. Where we have exercised our rights under this clause, we will where reasonably possible, (and where it would not be a breach of security or be against the law) give you appropriate notice of our intention to do so and explain our reasons.
- 10.3. If you change or swap your Garmin Device and you wish to continue using Garmin Pay you must remove your Eligible Card from your existing Garmin Device and register for Garmin Pay on your new device.

#### **11. Termination**

- 11.1. We have the right to terminate these terms and conditions by giving you at least two months' notice. But any material breach of your obligations under these terms and conditions will give us the right to terminate these terms and conditions immediately and without prior notice.
- 11.2. If Garmin cease to offer Garmin Pay, these terms and conditions will terminate automatically. We can cease to offer Garmin Pay due to security reasons or compliance with the law. In such case, these terms and conditions will terminate automatically.
- 11.3. You can terminate Garmin Pay at any time by removing your Eligible Card details from your Garmin App.
- 11.4. If your account or Eligible Card is terminated in accordance with the provisions of the terms and conditions that apply to your Eligible Card, then registration of your Eligible Card for Garmin Pay will be automatically terminated.
- 11.5. Any termination of these terms and conditions is without prejudice to any accrued rights and/or remedies.

#### **12. Your Liability**

- 12.1. You are solely responsible for the accuracy of the data given by you when you register for Garmin Pay and when you authorise a Garmin Pay transaction.
- 12.2. If your Garmin Device has been lost or stolen, you must contact us immediately and use all reasonable endeavours to suspend or remove your Eligible Card from Garmin Pay.

- 12.3. If you suspect that someone else knows your PIN code, you must change it or suspend/remove your Eligible Card from Garmin Pay if necessary. If you share your Garmin Device with someone else, or if you allow them to use your PIN code, then you will be responsible for any payments they make with your Garmin Device.
- 12.4. Where there has been an unauthorised transaction on your account, or where a payment either into or out of your account has been carried out incorrectly, please refer to the terms and conditions applying to your Eligible Card or account for details of how to proceed.
- 12.5. If your Eligible Card registered to Garmin Pay has been lost, stolen or for any other reason become liable to abuse, or should the PIN code or other security details become known to an unauthorised person, please refer the terms and conditions applying to your Eligible Card for details of how to proceed.

### **13. Price**

- 13.1. Garmin Pay is currently provided free of charge by us. Transactions made using Garmin Pay are subject to our terms and conditions that apply to the Eligible Card and account.

### **14. Our Liability**

- 14.1. Garmin Pay is provided by Garmin and relies on other third parties such as your mobile carrier in order to function. We cannot be responsible for any delay, interruption or other event that prevents you from using Garmin Pay.