

PAYMENT LINKS - LICENSE TERMS

Valid from 10 January 2017

Terms of Use

Please read these terms of use ("Terms of Use") carefully. The use by a company ("Company") of this site and its subsites ("the Site") and any materials contained herein, including access to MobilePay payment links ("Payment Links"), is permissible only in accordance with the following terms.

The terms below have been prepared by the Danske Bank Group for Companies' use of Payment Links. The term "Danske Bank Group" includes the parent company, Danske Bank A/S, and any entity (including business units or branches) controlling, controlled by, or under common control with Danske Bank A/S.

The Terms of Use is subject to Danish law and any dispute arising under or in connection with the Terms of Use shall be settled by a Danish court of law. The City Court of Copenhagen shall be the court of first instance.

Grant of License

Danske Bank grants the Company a non-exclusive, time-limited, non-transferrable right to use the Payment Links and related documentation. The Payment Links may only be used by the Company,

its employees and external consultants for the Company's own internal business purposes and may not be reverse engineered, decompiled, disassembled, redistributed, sublicensed, rented, leased, lend, sold, assigned or transferred except as expressly permitted in writing by the Danske Bank Group.

Support

Other than the support that are provided as an integrated part of the Site, the Danske Bank Group is not obliged to provide any support to the Company regarding the Site and the use of the Payment Links.

Use of trademark

Danske Bank grants the Company a right to use the MobilePay-trademark and trademarks associated herewith (in the following the "MobilePay-trademarks") in Denmark and in relation to MobilePay solutions and services provided that the Company complies with terms and conditions as provided by Dansk Bank.

The MobilePay-trademark is the property of Danske Bank and may solely be used by the Company in accordance with terms and conditions provided by Danske Bank.

The Company may not transfer the right to use the MobilePay-trademarks to a third party.

The Company needs to apply for the prior written consent of Danske Bank in relation to all matters regarding marketing, commercials and promotion for MobilePay, and the Company may not without the prior written consent of Danske Bank disclose the introduction of any new solution or services by MobilePay.

Disclaimer of Warranty

The Payment Links are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, either express or implied, including without limitation, any warranties or condition of title, merchantability, fitness for a particular purpose and non-infringement. The Company is solely responsible for determining the appropriateness of using the Payment Links and the Company assumes any risks associated with its exercise of the permissions granted under the license.

Limitation of Liability

To the widest extent allowed according to applicable law, in no event shall Danske Bank Group nor any of its officers and employees or its contributors be liable for any direct, indirect, incidental, special, exemplary or consequential

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damages (including but not limited to procurement of substitute goods or services, loss of use, data or profits; including any harm or defect caused to Company's computer/system as a result of accessing and using the IT systems or business interruption) howsoever caused whether in contract, strict liability or tort arising in any way out of the use of the Payment Links.

The Danske Bank Group assumes no responsibility for any loss or damage arising from the use and integration of the payment link. Furthermore, the Danske Bank Group accepts no responsibility for the availability of the Site.

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Termination

The Danske Bank Group may at any time terminate the license granted in case of material breach by the Company of any provision hereof.