Rejsekort Terms and Conditions for Rejsekort Personal, Rejsekort Flex and Rejsekort Anonymous

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Rejsekort Terms and Conditions for Rejsekort Personal, Rejsekort Flex and Rejsekort Anonymous

The Rejsekort Terms and Conditions constitute an agreement between Rejsekort & Rejseplan A/S and you, as our customer. When you order/purchase a Rejsekort, you agree to the Rejsekort Terms and Conditions.

You have no right of cancellation when you purchase or top up/renew a Rejsekort.

The currently applicable Rejsekort Terms and Conditions are available at www.rejsekort.dk or from a Rejsekort point of sale. Alternatively, the Rejsekort Terms and Conditions can be ordered from Rejsekort Customer Services.

Please note that the Rejsekort Terms and Conditions may be changed at any time. If the changes are to your disadvantage, two months' notice will be given before they enter into effect. In such case, you will be notified of the changes and receive the new Rejsekort Terms and Conditions by email, letter or Digital Post. Within the two-month notice period, you can opt to close your Rejsekort account free of charge if you do not wish to be subject to the new Rejsekort Terms and Conditions. For more information, see sections 4.3 and 4.4 regarding closure of a Rejsekort account.

Please note that the fees stated in section 1.5 are subject to change in step with the general development in prices. Changes will be notified at www.rejsekort.dk with a reasonable term of notice before the fee adjustment takes effect. In the event of significant changes in fees or the introduction of new fees, you will be notified individually by email, letter or Digital Post before the change takes effect. Any changes that are not to your disadvantage will take place without prior notice, but such changes will always be announced at www.rejsekort.dk.

In all cases, Rejsekort Anonymous holders must themselves stay updated via www.rejsekort.dk on any changes in the Rejsekort Terms and Conditions, since this type of Rejsekort is held anonymously and the bearer therefore cannot be contacted directly.

The Rejsekort Terms and Conditions are available in Danish and English.

The following information and definitions may be of use when reading the Rejsekort Terms and Conditions:

Check Udvej: If you have forgotten to check out your Rejsekort, in certain circumstances you can register the missing check out at the 'Check Udvej' app, or online at https://rt.dk/da/Check-Udvej

The **Rejsekort bearer** is the person who is in possession of or uses a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous.

The **Rejsekort holder** is the person whose name, date of birth, etc. are registered in the master data for the Rejsekort.

Commuter Combi: A supplement to a Rejsekort Personal, as payment in advance for an unlimited number of journeys in a selected geographical commuter area (e.g. a section or specific zones) and for a selected commuter period (e.g. one month). Journeys that are not covered by the supplement are paid for via the customer's Rejsekort balance.

Commuter period: The prepaid commuter period during which a supplementary commuter area for a Rejsekort with Commuter Combi is valid.

Journey: A journey starts with check in and ends with check out. You must check in again whenever you transfer to a new means of transport. A journey may continue after a check out if you check in again within a predetermined time after checking out in the same zone. It is also necessary to check in and check out on journeys within the prepaid area for a Rejsekort with Commuter Combi.

Rejsekort: Rejsekort is a chip card for the purchase of travel documents that can be topped up with money and that can be used in buses, trains, and Metro and light rail trains. Rejsekort can also be used as a key for e.g. certain shared cars, city bicycles and bicycle parking.

Rejsekort & Rejseplan A/S, Automatikvej 1, 1., DK-2860 Søborg, CVR no. 27 33 20 72, was founded by a group of Danish transport companies. Rejsekort & Rejseplan A/S publishes these Rejsekort Terms and Conditions and issues and owns all Rejsekort cards. Rejsekort & Rejseplan A/S is also the data controller for the processing of all personal data in Rejsekort & Rejseplan A/S' systems.

Rejsekort vending machine: There are self-service Rejsekort vending machines at many stations, certain bus terminals and selected locations.

Rejsekort's website <u>www.rejsekort.dk</u>. More information about Rejsekort is available here. Online self-service is available via Rejsekort self-service at rejsekort.dk.

Rejsekort Customer Services is Rejsekort & Rejseplan A/S' joint centre for service to all Rejsekort customers. Rejsekort Customer Services is operated by the transport companies. Contact Rejsekort Customer Services if you have problems with your Rejsekort, or you require more information about Rejsekort. Opening hours are listed at https://www.rejsekort.dk/Hjaelp?sc_lang=en Rejsekort Customer Services can be contacted via https://www.rejsekort.dk/Kundecenter-privat/Kontaktformular (in Danish) or on (+45) 70 11 33 33. The telephone line is open around the clock, seven days a week, for blocking of Rejsekort.

Rejsekort Customer Services can provide details of the services available at our various points of sale.

Point of sale: The transport companies have selected points of sale that provide personal service. See the points of sale at https://www.rejsekort.dk/salgssteder?sc lang=en.

A **guardian** is the person liable for the use of a Rejsekort on behalf of a child under 18 years of age, or an adult without legal capacity. The regulations concerning guardianship thus concern children, as well as adults without legal capacity, unless otherwise specified.

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

- Arriva Tog A/S, Skøjtevej 26, DK-2770 Kastrup, <u>www.GoCollective.dk</u>
- 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 1,3T. sal, 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

Transport companies are responsible for the provision of transport services in accordance with their fares and travel regulations.

1. About Rejsekort

1.1. What is a Rejsekort?

A Rejsekort can be used to pay for travel. To pay as you go, you can top up your Rejsekort with money. After each journey, the cost of that specific journey is deducted from your Rejsekort account.

A Rejsekort Personal with Commuter Combi also gives unlimited use of the Rejsekort for a certain period of time and within a defined geographical area. For more information, see 'Rejsekort with Commuter Combi'.

When a Rejsekort has been checked in, the card constitutes a legally valid travel document (a ticket for travelling on the means of transport of 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 account used.

A Rejsekort cannot be used if the balance of the Rejsekort at the beginning of the journey is not at least equivalent to the prepayment. This also applies to a Rejsekort with Commuter Combi used within the prepaid area. For details of the applicable prepayment amount required, see www.rejsekort.dk, 'Prisblad for rejser' (current price list for journeys – in Danish only).

A Rejsekort Anonymous must have the 'rejse mellem landsdele' (inter-regional travel) setting to be valid for travel between regions of Denmark. This setting for travel between regions can be purchased from Rejsekort vending machines at stations in Denmark. See the division into regions on the reverse of the Rejsekort and at www.rejsekort.dk.

Use of a Rejsekort as a legally valid travel document is also subject to the Joint National Travel Regulations, which are available at www.rejsekort.dk, and on the transport companies' respective websites.

1.2. What is a Rejsekort with Commuter Combi?

A Rejsekort Personal with Commuter Combi is a combined solution that functions as an electronic ticket, and also as a pre-paid ticket for a selected commuter period and a selected commuter area.

The Rejsekort holder can select the period of validity and the geographical area within which the Rejsekort will be used (commuter area). If the Rejsekort is used for journeys outside the commuter area or if the validity period expires, the Rejsekort will still function as a traditional Rejsekort, and payment will be made for the specific journey.

1.3. How to use a Rejsekort

A Rejsekort (including a Rejsekort with Commuter Combi) must be checked in at the start of a journey, checked in again on any transfer between different means of transport, and checked out at the end of the journey. It is necessary to check in again on any transfer between different means of transport during a journey, because a transfer may affect the journey's fare, depending on the route and means of transport used. For Metro travel, check in (also on transferring from train or bus) must take place on one of the Rejsekort stands at the Metro station, so that the correct fare for the journey can be calculated. For return journeys (the same section from A to B and return), the customer must check in at A and check out at B. On the return journey, the customer must check in at B and check out at A.

The actual fare for the journey is deducted from the Rejsekort account used when the journey is completed with a check out.

If you fail to check out after a journey, the prepayment charged when you checked in is withheld. Further amounts may be charged as payment for the journey for which the Rejsekort was used. Failure to check out may also lead to the blocking of a Rejsekort, see section 4.

Failure to check in (either at the start of or during a journey) will mean that the Rejsekort bearer is travelling without a legally valid travel document and an inspection fee might therefore be charged. Failure to check out will mean that the system cannot calculate the correct fare, nor will the journey count towards earning discount steps.

When you have checked out correctly, the journey's fare is calculated on the basis of the first check in. If the journey's fare exceeds the prepayment, the difference is deducted automatically from the Rejsekort account. If the journey's fare is lower than the prepayment, the difference is refunded automatically to the Rejsekort account. On checking out, the journey's fare is displayed on the Rejsekort reader's screen.

See section 5.3 concerning objections to the calculation of the journey's fare.

Check in and check out take place by holding the Rejsekort at the 'Blue Dot' on a Rejsekort reader. Rejsekort readers are marked either 'check ind' (check in) or 'check ud' (check out). For bus journeys, check in and check out must take place using Rejsekort readers located in the bus. In some buses, both check in and check out must take place at the driver's cabin. For journeys by train, Metro or light rail, check in and check out must take place on the Rejsekort readers located at the station/on the platform. The Rejsekort bearer is responsible for ensuring that both check in and check out take place correctly. If the card bearer forgets to check out, or is prevented from doing so, in certain circumstances they can check out via the 'Check Udvej' rescue app or online, in accordance with the terms and conditions for this service. Use the app or check out online at https://www.rejsekort.dk/Check-Udvej?sc_lang=en.

The rules for Rejsekort use are set out in the Joint National Travel Regulations, which are available at www.rejsekort.dk. At www.rejsekort.dk there is information concerning the various types of Rejsekort, how to use a Rejsekort, the rules for Rejsekort settings for different travel requirements, and detailed descriptions of how to check in and check out, etc.

1.4. Rejsekort issuer

The issuer of all Rejsekort (irrespective of type) is:

Rejsekort & Rejseplan A/S

Automatikvej 1, 1.

DK-2860 Søborg

CVR no.: 27 33 20 72

Email address: administration@rejsekort.dk

1.5. Prices and fees

The following prices and fees apply to the purchase and use of a Rejsekort and to the receipt of 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
- Fee for deletion from the Customer Register due to missed check out: DKK 125 Deletion also requires payment of the full journey fare concerning the missing check out.

The current applicable prices and fees for the purchase of Rejsekort and associated services are also available at www.rejsekort.dk.

The price of an actual Rejsekort journey is individual and is determined by each fare authority (transport companies). The price is determined by such factors as whether the person using the Rejsekort is an adult, child, young person, pensioner or another type of customer, just as the duration of the journey, the distance travelled and any discount steps will also affect the price. Journeys by Metro are also subject to a separate surcharge. Prices and discounts for Rejsekort journeys are stated at www.rejsekort.dk 'Prisblad for rejser' (current price list for journeys – in Danish only) and can also be calculated at www.rejsekort.dk under 'Price calculator'.

The price of a Commuter Combi period is determined by each fare authority on the basis of the length of the commuter period, customer type and geographical validity (section/zones).

Prices for journeys and commuter products are adjusted on an ongoing basis as part of the annual adjustment of public transport fares. As a consequence, the price of a renewal agreement for a Rejsekort with Commuter Combi may change. Fare adjustments are published and notified by the fare authorities in reasonable time prior to the actual adjustment. A renewal agreement may be terminated without notice, if requested, see section 3.3.

1.6. Rejsekort types and expiry

A Rejsekort is issued as a Rejsekort Personal, Rejsekort Flex or Rejsekort Anonymous. All Rejsekort types have a printed card number. In principle, a Rejsekort expires five years from the date of issue, after which a new Rejsekort must be purchased. See the Rejsekort prices in section 1.5.

A **Rejsekort Personal** (including with Commuter Combi) is a Rejsekort for personal use. The Rejsekort holder must therefore always be checked in on the Rejsekort on journeys for which a Rejsekort Personal is used. The Rejsekort holder may be accompanied by other travellers, by checking them in. The Rejsekort holder's name is printed on the card. If a Rejsekort Personal is used without the Rejsekort holder also being checked in on the journey, the Rejsekort may be confiscated and the traveller will not have a legally valid travel document.

A **Rejsekort Flex** may be used by anyone to whom the Rejsekort holder has given the Rejsekort for use as a legally valid travel document. A Rejsekort Flex holder has the same rights and

obligations as a Rejsekort Personal holder, including the rules of liability described in section 5, irrespective of whether the Rejsekort holder has given the Rejsekort to another person. The Rejsekort bearer must ensure that the Rejsekort is valid, set for the correct customer type, and checked in on the journey.

A **Rejsekort Anonymous** is not connected to a specific person and may therefore be used by any bearer of the card. Rights and obligations concerning a Rejsekort Anonymous are held solely by the Rejsekort bearer. It is not possible to block this type of Rejsekort, even if the card is lost.

1.7. Customer types

Rejsekort may be issued for several different customer types, depending on who is to use the Rejsekort. The customer types comprise adult, child, young person, pensioner and dog/bicycle, and disabled and corporate users. It is the customer's responsibility to ensure that a Rejsekort has the correct customer type setting. The special conditions applying to selected customer types are listed below.

The **Pensioner customer type** can be used if you are at least 65 years of age or have taken early retirement no later than 30 June 2022. From 1 July 2022, the customer type "Pensioner" can be used if you have reached the age of 67 or have taken early retirement. Customers who have a Rejsekort with the customer type "Pensioner" no later than 30 June 2022 can continue to use the customer type, even the age limit subsequently is raised to 67 years. To be eligible for special prices for pensioners, you should choose a Rejsekort Personal with the Pensioner customer type.

The **Youth customer type** can be used if you are 16-25 years of age or have a Youth Card, or are enrolled on an education programme eligible for SU (the Danish Student Grants and Loans Scheme) and can present a Danish student card.

The **Child customer type** can be used by children up to and including 15 years of age. For more information, see section 1.9.

Prices for the individual customer types may depend on the transport company you use. For a list of all customer types and details of how the individual Rejsekort types can be used, see the Joint National Travel Regulations at www.rejsekort.dk and on the transport companies' websites.

1.8. Obligations on using a Rejsekort

1.8.1. Rejsekort Personal and Rejsekort Flex

When you register as a customer to purchase a Rejsekort Personal or Rejsekort Flex, you must submit personal data (master data) such as your name, address and Danish civil registration (CPR)

number. This information must be documented by valid proof of identity in accordance with the applicable procedures laid down by Rejsekort & Rejseplan A/S.

The Rejsekort holder is obliged to notify any change in the data provided, including in particular:

- name, address, phone number and email address
- changes in the payment card or bank account linked to any top-up or renewal agreement.

If the information provided proves to be incorrect, Rejsekort & Rejseplan A/S will be entitled, without notice, to block/close the Rejsekort account(s) held by the person concerned. See sections 4.3 and 4.4 concerning the blocking/closure procedure and the legal effects thereof.

The Rejsekort holder is obliged to carefully and continuously check registered journeys (journey history), fares and the Rejsekort balance by either logging into online self-service at www.rejsekort.dk or a Rejsekort vending machine (concerning the five most recent journeys), or by contacting Rejsekort Customer Services. The Rejsekort holder is also obliged to contact Rejsekort Customer Services as soon as possible if unauthorised or incorrect entries are discovered, or if fares have been charged which the Rejsekort holder believes to be incorrect. When you check out correctly at the end of a journey, the fare for the journey is displayed on the Rejsekort reader's screen. The Rejsekort holder is obliged to lodge an objection with Rejsekort Customer Services immediately, if the Rejsekort holder believes that a fare is incorrect. For more information about deadlines for objections, see also section 5.3.

The Rejsekort holder must block the Rejsekort immediately if it is lost or misuse is suspected. 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 being used by someone other than the Rejsekort holder. For more information about confiscation of a Rejsekort Personal, see section 4.5.

1.8.2. Rejsekort Anonymous

The bearer of a Rejsekort Anonymous is obliged to carefully and continuously check registered journeys (journey history), fares and the Rejsekort balance. The bearer of a Rejsekort Anonymous is also obliged to contact Rejsekort Customer Services as soon as possible if unauthorised or incorrect entries are discovered, or if fares have been charged which the Rejsekort holder believes are incorrect. A Rejsekort Anonymous must have the 'rejse mellem landsdele' (inter-regional travel) setting to be valid for travel between regions of Denmark. The setting can be changed on the Rejsekort vending machines at stations in Denmark. See the division of Denmark into regions on the reverse of the Rejsekort and at www.rejsekort.dk. When you check out correctly at the end of a journey, the fare for the journey is displayed on the Rejsekort reader's screen. The fares for the five most recent journeys can also be checked on a Rejsekort vending machine, or by

contacting a point of sale that offers this service. For more information about deadlines for objections, see also section 5.3.

1.8.3. Handling and storing a Rejsekort

The holder of a Rejsekort Personal or a Rejsekort Flex, and the bearer of a Rejsekort Anonymous, are obliged to store and handle the Rejsekort securely. The Rejsekort number and any printed name and photo must be legible and the photo must be a good likeness, in order for the Rejsekort to constitute a valid travel document. The Rejsekort may not be interfered with in any way (adhesive, perforation, etc.).

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 accept liability for all costs incurred in connection with the purchase and use of the Rejsekort.

The child is registered as the Rejsekort holder and all notifications regarding the Rejsekort are sent to the child as the Rejsekort holder, while all notifications regarding financial liability for the Rejsekort are sent to the parent/guardian. The liability rules in section 5 below therefore apply to the parent/guardian.

The parent/guardian is liable until the child reaches the age of 18, after which the Rejsekort holder is liable for the Rejsekort.

Children under the age of 18 are only personally liable to the extent that Danish legislation concerning legal guardianship provides a 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 with cash payment, including payment using a payment card. If payment is not made in cash, the conditions stated in section 1.9.1 above will apply.

- Children aged 15 pay fares according to the 'Child' customer type.
- Children aged 16 and 17 pay fares according to the 'Adult' or 'Young Person' customer type.
- Children under the age of 18 are only personally liable to the extent that Danish legislation concerning legal guardianship provides a legal basis for this.

2. Rejsekort balance, top-up and renewal of commuter period

2.1. Rejsekort - balance

A Rejsekort has a balance, i.e. the amount available to pay for journeys. A Rejsekort Personal may also have a commuter pass product, i.e. prepayment for travel within a specific commuter area and

commuter period (Rejsekort with Commuter Combi), see section 1.2. When a Rejsekort is topped up, the Rejsekort balance will increase. When a Rejsekort is used to pay for journeys, the cost is deducted from the balance. The Rejsekort price, see section 1.5, is not part of the balance.

The balance does not always cover the full journey price. The Rejsekort balance may then be negative. The Rejsekort holder is obliged to settle the negative balance immediately.

A Rejsekort cannot be used if the balance of the Rejsekort at the start of the journey is not at least equivalent to the prepayment, see section 1.1. The Rejsekort balance may never exceed DKK 2,200. Top-up by an amount that would increase the balance to over DKK 2,200 will be rejected.

2.2. Top-up of balance and renewal of commuter period

All types of Rejsekort can be topped up on a Rejsekort vending machine or at selected points of sale. Rejsekort Personal and Rejsekort Flex can also be topped up via online self-service at www.rejsekort.dk, or automatically via a top-up agreement, see section 3.

The commuter period for a Rejsekort with Commuter Combi can be renewed on a Rejsekort vending machine, via online self-service at www.rejsekort.dk, at selected points of sale, or automatically via a renewal agreement, see section 3. The commuter period for a Rejsekort Personal with Commuter Combi expires at midnight on the expiry date.

2.2.1. Top-up and renewal of commuter period via www.rejsekort.dk

On ordering top-up/renewal of a Rejsekort period via online self-service atwww.rejsekort.dk, the top-up amount/renewal period is not transferred to the Rejsekort until the Rejsekort is subsequently used on Rejsekort equipment. The amount is not deducted from the payment card used until this time. Rejsekort readers at stations/on platforms are updated around every five hours, while Rejsekort readers on buses are updated around once a day (24 hours). Top-up and renewal via online self-service at www.rejsekort.dk should therefore take place at least five hours (train/Metro/light rail) or 24 hours (bus), respectively, before the amount or commuter period on the Rejsekort is to be used.

If a commuter period of more than 30 days elapses between top-up/renewal via www.rejsekort.dk and your Rejsekort being used on Rejsekort equipment, the top up/renewal ordered will be cancelled. When renewal of the commuter period for a Rejsekort with Commuter Combi has been ordered, the renewal is not activated until the Rejsekort has been checked in on a Rejsekort check in reader. Otherwise, the passenger will not have a legally valid travel document.

3. Top-up agreement and renewal agreement

3.1. Establishing a top-up agreement or renewal agreement

A Rejsekort Personal or Rejsekort Flex holder can enter into an agreement with Rejsekort & Rejseplan A/S to top up the Rejsekort account automatically. This is called a top-up agreement. A

Rejsekort Personal holder can also enter into an agreement to automatically renew the commuter period for a Rejsekort with Commuter Combi. This is called a renewal agreement. To create a top-up agreement or renewal agreement, a payment agreement must be created by linking a payment card (Dankort debit card, VISA or Mastercard).

The Rejsekort holder must choose a specific transport company to administrate the top-up agreement or renewal agreement. This administration includes handling the establishment, amendment and expiry of the agreement, receipt of money transfers and ongoing customer service. The transport company which administrates the agreement also handles debt collection if the agreement is defaulted. Rejsekort Customer Services can also undertake administration and customer service on behalf of the transport company selected as administrator by the customer.

The Rejsekort is topped up with the agreed amount and on the agreed terms. The Rejsekort balance is topped up whenever the balance falls below a minimum amount. For more information, see section 3.2.

Under a renewal agreement, the commuter period is renewed at the first check in within the chosen commuter area after the expiry of the preceding commuter period.

If a payment agreement is not used for a period of 735 days, Nets will cancel the agreement. If this entails that subsequent payments are rejected, the customer will be notified of this. The customer can then either create a new payment agreement or top up/renew the period of validity manually.

The associated payment card can be changed manually and the top-up agreement or renewal agreement will remain active. If there is no longer a valid payment card associated with the agreement, for example if the payment card has expired or is blocked, so that money can no longer be drawn, an invoice will be sent instead. If the payment details are not updated, the top-up agreement or renewal agreement may be cancelled.

3.1.1. Top-up agreements and renewal agreements for children under 18 years of age A child may have a top-up agreement or a renewal agreement if an adult Rejsekort customer pays for the child's travel by sharing the parent's payment agreement with the child.

The child will then have access to online self-service at www.rejsekort.dk. Until the child reaches the age of 15, a parent/guardian can administrate an associated child's Rejsekort account using their own login to online self-service. The parent/guardian will be liable for the use of the child's Rejsekort.

3.2. Changing a top-up agreement or renewal agreement

A party who has entered into a top-up agreement may change the top-up amount, the maximum number of top-ups per day and the minimum balance that generates a top-up. The terms for a renewal agreement may also be changed via online self-service at www.rejsekort.dk. A period of up to 24 hours may elapse before the change takes effect.

The Rejsekort holder has an obligation to notify any changes concerning the payment card linked to the top-up agreement/renewal agreement. For more information, see www.rejsekort.dk.

A child cannot change their own top-up agreement or renewal agreement. Changing the agreement requires that the parent/guardian (or other adult customer) shares an underlying payment agreement that allows the child to use the agreement.

3.3. Terminating a top-up agreement or renewal agreement

A top-up agreement or renewal agreement may be terminated without notice by the party that entered into the agreement via online self-service at www.rejsekort.dk, or by contacting Rejsekort Customer Services. It can take up to 24 hours for the termination to enter into force. In the event of termination, the Rejsekort holder will be liable for the use of the Rejsekort up to Rejsekort Customer Services' receipt of the notice of termination.

3.4. Breach of a top-up agreement or renewal agreement

Rejsekort & Rejseplan A/S will be entitled to cancel a top-up agreement or renewal agreement immediately in the event of breach in the form of payment default, including if the payment card linked to the agreement is no longer active, for example because it has been blocked or has expired, and the Rejsekort holder has not linked another active payment card to the agreement.

Notice of termination will be served via email, letter or Digital Post.

4. Blocking, closure and payment of the balance and remaining commuter period on a Rejsekort

4.1. Blocking of a Rejsekort by the holder

A Rejsekort Personal or Rejsekort Flex must be blocked by the Rejsekort holder immediately if:

- the Rejsekort is lost or stolen, or
- the Rejsekort holder suspects that the card has been or is being misused.

The Rejsekort holder or bearer may block a Rejsekort via online self-service at www.rejsekort.dk, or by calling Rejsekort Customer Services on (+45) 70 11 33 33. Rejsekort Customer Services is open 24 hours a day, seven days a week, for Rejsekort blocking.

When a request to block a Rejsekort has been received, the date of blocking is confirmed in writing to the Rejsekort holder, usually via email. For further information about liability and objections, see section 5.

A blocked Rejsekort cannot be re-opened. When a Rejsekort is blocked, any remaining balance on the account and/or the value of any remaining commuter period on the date of blocking is paid out, and any negative balance will be charged. See also section 4.4 The Rejsekort holder will then have to pay the Rejsekort price for a replacement Rejsekort, unless the reason for blocking the Rejsekort is attributable to Rejsekort & Rejseplan A/S.

A Rejsekort Anonymous cannot be blocked. The bearer of a Rejsekort Anonymous may close the Rejsekort, however, by contacting a manned point of sale or by contacting Rejsekort Customer Services, see also sections 4.3 and 4.4.

4.2. Blocking of a Rejsekort by Rejsekort & Rejseplan A/S

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

Rejsekort & Rejseplan A/S is entitled to block a customer's Rejsekort without notice if:

- special circumstances apply, including justified suspicion of misuse;
- the holder of a Rejsekort Personal or Rejsekort Flex has terminated the customer account, requested blocking of the Rejsekort, or terminated the agreement concerning the Rejsekort in question, see section 4.3, or has withdrawn consent to the processing of personal data by Rejsekort & Rejseplan A/S.

Rejsekort & Rejseplan A/S is entitled to block a customer's Rejsekort, after serving notice of this via email, letter or Digital Post, in the following circumstances:

- a Rejsekort's balance is negative or there is unpaid debt, see section 4.2.1; or
- repeated failure to check out, see section 4.2.2.

When a Rejsekort is blocked, the right to any volume discounts (discount steps) earned on the Rejsekort in question will be forfeited.

4.2.1. Blocking due to payment default or a negative Rejsekort balance

A Rejsekort may be blocked by Rejsekort & Rejseplan A/S if the Rejsekort balance is negative and, after two written reminders, the Rejsekort holder has failed to top up the Rejsekort so that the balance is no longer negative. A negative balance or payment default may lead to the blocking of all of the Rejsekort(s) held by the customer in question.

Rejsekort may be blocked by Rejsekort & Rejseplan A/S if amounts credited to a Rejsekort via a top-up agreement, or a new commuter period via a renewal agreement, are not paid for and, despite two written reminders, the Rejsekort holder has failed to remedy the situation.

4.2.2. Failure to check out

If the Rejsekort holder or bearer fails to check out at the end of a journey on three occasions within a 12-month period, Rejsekort & Rejseplan A/S will be entitled to block all of a holder's Rejsekort, provided that the company has sent two reminders to the Rejsekort holder by email, letter or Digital Post. The blocking relates to a customer relationship and a Rejsekort holder's infringement of the Rejsekort Terms and Conditions. Blocking will only take place if, based on a specific assessment, there is suspicion of misuse. At the same time, the Rejsekort holder may be added to the Rejsekort Customer Register, see section 6.2.1.

Concerning Rejsekort Anonymous, the special provision applies that this type of Rejsekort can be closed by Rejsekort & Rejseplan A/S immediately if a Rejsekort 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 relationship

A Rejsekort holder is entitled at any time to either close the Rejsekort and thereby terminate a Rejsekort agreement, or to terminate the customer relationship. On receipt of a request for closure/termination, Rejsekort & Rejseplan A/S will block the Rejsekort(s) held by the customer.

The bearer of a Rejsekort Anonymous may close the Rejsekort by contacting Rejsekort points of sale in person. For a list of points of sale and what services they provide see www.rejsekort.dk/salgssteder?sc_lang=en.

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

4.4. Refund of balance and reimbursement of remaining validity period for a blocked/closed Rejsekort

A Rejsekort that has been blocked or closed cannot be re-opened. After blocking or closing, Rejsekort & Rejseplan A/S will calculate the Rejsekort's balance and/or remaining commuter period. Any remaining balance/remaining commuter period, less an amount equivalent to the value of an eight-day commuter period, will be paid to the Rejsekort holder's NemKonto. The Rejsekort price, see section 1.5, will not be refunded.

Payment will be made as soon as possible, but since all transactions must be available before the balance can be compiled, a period of up to 14 days may elapse before any remaining balance is paid out. If a Rejsekort holder who is entitled to a refund from a closed/blocked Rejsekort account also has an outstanding negative balance on another Rejsekort account, or debt concerning a top-up agreement or renewal agreement, or other debt to Rejsekort & Rejseplan A/S or the affiliated transport companies, the refund will not be paid out until the debt has been settled.

A Rejsekort holder may be reimbursed for a non-utilised or remaining commuter period without the card being blocked by contacting Rejsekort Customer Services or points of sale. After the commencement of the commuter period, the value of the remaining commuter period will be paid

out after deduction of an amount equivalent to the value of an eight-day period. If the commuter period has not been utilised, the full amount will be paid out.

If the Rejsekort holder is below 15 years of age, the remaining balance will be paid to the bank account/NemKonto of the parent/guardian.

For Rejsekort Personal or Rejsekort Flex holders who do not have a NemKonto, payment will take place by transfer to an account at a Danish bank specified by the Rejsekort holder. In exceptional circumstances, if the Rejsekort holder does not have an account at a Danish bank, a refund can be paid out in cash to the Rejsekort holder in person at a point of sale, or to an account in a foreign bank—contact Rejsekort Customer Service for further information. For a list of points of sale and what services they provide, see https://www.rejsekort.dk/Salgssteder?sc_lang=en. To receive a cash refund, the Rejsekort holder must present valid proof of identity, such as a passport, driving licence or similar document.

If a Rejsekort Personal or Rejsekort Flex holder has an account at a Danish bank to which transfer is possible, but still prefers a cash refund, this can take place in accordance with the aforementioned procedure.

If the balance of a Rejsekort is negative, the amount will be charged either via an existing payment agreement or by sending an invoice that will be due for payment immediately.

A negative Rejsekort Anonymous balance is payable immediately when the Rejsekort is closed.

The remaining balance of a Rejsekort (all types) can be paid out for up to 12 months after the Rejsekort's expiry date.

The Rejsekort holder (Rejsekort bearer for Rejsekort Anonymous) can choose to have the amount paid out via a point of sale, to a NemKonto by providing a CPR number, to another account at a Danish bank or to a foreign account - contact Rejsekort Kundecenter for more information.

If a positive balance on a Rejsekort Anonymous is to be refunded, the Rejsekort in question must be returned to a point of sale. Payment of a positive balance on Rejsekort Anonymous can also be made by sending the Rejsekort to Rejsekort Customer Service by post. Payment of a positive balance on a Rejsekort Anonymous, which has expired, can in certain situations only be done by contacting Rejsekort Customer Service. In these situations, the points of sale can assist in sending the card to Rejsekort Customer Service. Prepaid reply envelope and a form for use in paying the receivable can also be sent by Rejsekort Customer Service to the customer's address - contact Rejsekort Customer Service for further information. The Rejsekort bearer may in specific cases, for example in case of suspicion of misuse, be asked to present identification in the form of a passport, driving license or the like. when payment is made at a point of sale.

When paying to a foreign account, a fee may be charged at the receiving bank. The Rejsekort holder or Rejsekort bearer must pay this fee. Further information can be obtained from your own bank.

4.5. Confiscation of a Rejsekort Personal

Only the Rejsekort holder and travellers checked in as accompanying passengers may use a Rejsekort Personal as a legally valid travel document. If a person other than the Rejsekort holder travels on a Rejsekort Personal, and if the Rejsekort holder has not checked in at the same time on the same Rejsekort, this will be deemed to be misuse of the Rejsekort and the Rejsekort may therefore be confiscated by a ticket inspector. See section 4.2 concerning blocking of a Rejsekort in connection with misuse.

5. Liability for use of a Rejsekort

5.1. Liability for a Rejsekort without a top-up agreement or renewal agreement

The Rejsekort holder, or a parent/guardian who is liable on behalf of a child, is liable for payment for all journeys made using the Rejsekort. For a Rejsekort without a top-up agreement or renewal agreement, Rejsekort & Rejseplan A/S will not cover losses as a consequence of any unauthorised use by other parties before the date of contacting Rejsekort & Rejseplan A/S in order to block the Rejsekort in question. Rejsekort & Rejseplan A/S will hold liability as from the date of contact. For more information about blocking a Rejsekort, see section 4.1.

5.2. Liability for a Rejsekort with a top-up agreement or renewal agreement

The Rejsekort holder, or a parent/guardian who is liable on behalf of a child, is liable for payment for all journeys made using the Rejsekort. For a Rejsekort with a top-up agreement and/or renewal agreement, Rejsekort & Rejseplan A/S will cover any loss incurred by the Rejsekort holder as a consequence of other parties' unauthorised use of the Rejsekort, provided that Rejsekort & Rejseplan A/S is contacted as soon as possible after the Rejsekort holder becomes aware of the unauthorised use, in order to block the Rejsekort in question.

If Rejsekort & Rejseplan A/S can prove, however, that the Rejsekort holder did not contact Rejsekort & Rejseplan A/S in order to block the Rejsekort as soon as possible after becoming aware that the Rejsekort was lost, stolen or suspected of being misused, the Rejsekort holder will be liable for any loss as a consequence of other parties' unauthorised use of the Rejsekort until the Rejsekort was blocked. The maximum liability amount will be DKK 4,000. See further information about blocking a Rejsekort in section 4.1. If the reason for blocking the Rejsekort was due to the Rejsekort holder, the Rejsekort holder must then pay the price for a replacement Rejsekort.

5.3. Deadlines for objection

An objection concerning an unauthorised or incorrect Rejsekort transaction must be received by Rejsekort Customer Services as soon as possible and no later than 13 months after the relevant transaction date, see section 97 of the Danish Payment Services and Electronic Money Act. On

assessing whether an objection has been raised in due time, weight will be given, among other things, to the obligation of the Rejsekort holder/Rejsekort bearer to continuously check the journey records, see sections 1.8.1 and 1.8.2.

6. Customer Register

6.1. Purpose of the Customer Register

If a Rejsekort holder fails to check out in several instances or owes Rejsekort & Rejseplan A/S or a transport company more than DKK 500, or in special circumstances, including suspected misuse, the Rejsekort holder may be added to the Rejsekort Customer Register and will not be able to purchase a Rejsekort Personal, Rejsekort Flex or Commuter Pass for a period of up to two years. When a Rejsekort is blocked, the right to any volume discounts (discount steps) earned on the Rejsekort in question will be forfeited.

In the Customer Register, Rejsekort & Rejseplan A/S register details of name, address and civil registration (CPR) number, and the reason that a Rejsekort was blocked, and that the Rejsekort holder may not acquire a new Rejsekort Personal, Rejsekort Flex or Commuter Pass for a specific period of time, see section 6.2.1, 6.2.2 and 6.2.3. The purpose of the registration is to avoid losses due to payment default concerning use of a Rejsekort/Commuter Pass and to avoid issuing Rejsekort or Commuter Passes to – and entering into top-up agreements or renewal agreements with – persons who are listed in the Customer Register as a consequence of previous breach of agreement.

On registration in the Customer Register, Rejsekort & Rejseplan A/S may block all of a Rejsekort holder's Rejsekort and Commuter Passes, if there is a justified suspicion of misuse.

6.2. Who is registered?

Rejsekort holders subject to sections 6.2.1, 6.2.2 and 6.2.3 below may be registered. In addition, a parent/guardian who has entered into a Rejsekort agreement and is liable on behalf of a minor, see sections 1.8 and 3.1.1, may also be listed in the Customer Register. As soon as possible, the person who is registered will receive notification of registration via email, letter or Digital Post.

6.2.1. Journeys that are not completed by checking out

If a Rejsekort holder has failed to check out at the end of a journey using a Rejsekort Personal or Rejsekort Flex on three occasions within a period of 12 months, after two written warnings Rejsekort & Rejseplan A/S may add the Rejsekort holder to the Customer Register.

Rejsekort & Rejseplan A/S will delete the entry in the Customer Register no later than one year from the registration date.

Registration as a consequence of failure to check out may be deleted, against a fee, on the basis of individual consideration, if the customer has paid the amount due for non-completed journeys, see section 1.5.

6.2.2. Debt to Rejsekort & Rejseplan A/S or the transport companies

If a Rejsekort holder, or a parent/guardian who is liable on behalf of a minor, owes Rejsekort & Rejseplan A/S or an affiliated transport company more than DKK 500 as a consequence of breach of a Rejsekort agreement, including a top-up agreement or renewal agreement, Rejsekort & Rejseplan A/S may register this person in the Customer Register. The person who is added to the Customer Register will receive notification of registration as soon as possible by email, letter or Digital Post.

Rejsekort & Rejseplan A/S will delete the registration:

- when the debt has been paid, or
- no later than two years after the Rejsekort holder was added to the Customer Register (the debt will not be cancelled, however).

6.2.3. Special circumstances, including justified suspicion of misuse

In special circumstances, including justified suspicion of Rejsekort misuse, and on the basis of a specific assessment, Rejsekort & Rejseplan A/S may add a Rejsekort holder to the Customer Register. The person who is added to the Customer Register will receive notification of registration as soon as possible by email, letter or Digital Post.

Rejsekort & Rejseplan A/S will delete the registration no later than two years from the date of the inclusion of the Rejsekort holder in the Customer Register.

7. Other terms and conditions

7.1. Processing of personal data

At Rejsekort & Rejseplan A/S, we do our utmost to ensure that Rejsekort holders can have confidence in using a Rejsekort and www.rejsekort.dk, and also in using top-up agreements and renewal agreements.

All personal data, including details of name, address, phone number and civil registration (CPR) number, that you submit when you purchase and use a Rejsekort or create top-up agreements, renewal agreements, etc., is processed responsibly and in accordance with legislative requirements, including the applicable Danish Act on Processing of Personal Data. Reference is also made to Rejsekort & Rejseplan A/S' privacy policy, which is available at www.rejsekort.dk.

The privacy policy presents details concerning which data is registered, how the data is processed, who has access to the date and deadlines for erasure, etc.

7.2. Information concerning journey history and Rejsekort balance

The holder of a Rejsekort Personal or Rejsekort Flex is entitled to have access to details of transactions made on their Rejsekort, including journey history, journey fares and Rejsekort balance. A parent/guardian who has entered into a Rejsekort agreement and is liable on behalf of a child under 15 years of age is also entitled to have access to details of transactions made on the child's Rejsekort, and has access to information via online self-service at www.rejsekort.dk. The Rejsekort holder or a parent/guardian who is liable on behalf of a child furthermore has an obligation to stay informed about the transactions made on the Rejsekort, see section 1.8.

For all types of Rejsekort, it is always possible to access data concerning the five most recent journeys, and concerning the current Rejsekort balance, by inserting the Rejsekort in a Rejsekort vending machine.

It is possible to contact Rejsekort Customer Services for a printout of the transactions using all types of Rejsekort.

A Rejsekort holder can also access this data by contacting specific Rejsekort points of sale in person. For more information, see www.rejsekort.dk/salgssteder?sc_lang=en. For Rejsekort Personal and Rejsekort Flex, this requires the presentation of proof of identity as requested by the staff, e.g. photo ID issued by a public authority, such as a passport or driving licence.

To access data concerning journeys made using a Rejsekort Anonymous (in addition to the data registered on the actual Rejsekort, see above), the bearer of a Rejsekort Anonymous must, by contacting Rejsekort Customer Services or enquiring in person (only at selected points of sale), state the Rejsekort number/present the Rejsekort, and also be able to substantiate that the person in question travelled using the Rejsekort. This can take place by the staff asking the bearer questions about the journeys made using the Rejsekort.

7.3. Errors and irregularities

If an error in the Rejsekort system leads to transactions that impose a direct loss on the Rejsekort holder or Rejsekort Anonymous bearer, Rejsekort & Rejseplan A/S will accept liability for this.

If the holder of a Rejsekort Personal or Rejsekort Flex, or the bearer of a Rejsekort Anonymous, finds that the statement of journeys made (journey history) includes journeys that the person concerned did not made, or which are recorded incorrectly, or if the Rejsekort balance is incorrect, the Rejsekort holder or Rejsekort Anonymous bearer must contact Rejsekort Customer Services immediately using the contact form at www.rejsekort.dk or by phone, see sections 1.8.1, 4.1 and 5.3.

Neither Rejsekort & Rejseplan A/S nor the affiliated transport companies are liable for any losses incurred as a consequence of a Rejsekort having been rejected by an affiliated transport company

in connection with a transaction. If a Rejsekort reader or Rejsekort vending machine proves to be out of order on attempting check in or check out, another Rejsekort vending machine or Rejsekort reader must be used. If the other Rejsekort vending machines and Rejsekort readers at the same location are also out of order, the passenger must contact a member of staff (train staff, bus driver, station staff, etc.) or Rejsekort Customer Services as soon as possible. If no solution is found to the problem, a ticket must be obtained by other means, except in very exceptional circumstances, such as more extensive system disruption making it impossible to use a Rejsekort, or if a notification at www.rejsekort.dk under 'Traffic status updates' states that tickets are waived, or if the affiliated transport companies have announced via loudspeaker or by other means that passengers do not have to obtain tickets.

7.4. Defective Rejsekort

A Rejsekort that is assumed to be defective may not be blocked, but must be returned to Rejsekort Customer Services for inspection. Contact Rejsekort Customer Services on (+45) 70 11 33 33 for further guidance.

Rejsekort & Rejseplan A/S will replace all defective Rejsekort free of charge for the customer. A defective Rejsekort concerns defects that are not due to negligent handling of the Rejsekort. The Rejsekort may not be interfered with in any way (adhesive, perforation, etc.).

7.5. Replacement Rejsekort

If a Rejsekort Personal or Rejsekort Flex has expired, is defective or has been mislaid, a new Rejsekort can be ordered that is of the same Rejsekort type, customer type and discount step, and with the same top-up agreement and/or renewal agreement, as the old Rejsekort. Journeys during the period from ordering the replacement Rejsekort until it is used for the first time will not be included in the calculation of any volume discount (discount steps) earned by the Rejsekort holder on the replacement card.

7.6. How to contact Rejsekort & Rejseplan A/S

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

7.7. Enquiries from Rejsekort & Rejseplan A/S – including via Digital Post

Communication from Rejsekort & Rejseplan A/S to customers may take place via email, letter, text message or Digital Post.

7.8. Complaints

In the first instance, complaints must be addressed to Rejsekort Customer Services, using the contact form at www.rejsekort.dk

If the customer does not accept Rejsekort Customer Services' decision in a case, the customer may submit an appeal to one of the following bodies. The choice of appeal body depends on the nature of the appeal.

Appeal Board for Bus, Train and Metro

Appeals concerning defective equipment, fines in connection with a ticket inspection, Rejsekort functionality, failure to check in and check out, or activation, or listing in the Customer Register, etc. may be submitted to the Appeal Board for Bus, Train and Metro via an appeal form that is available at www.abtm.dk.

Appeal Board for Bus, Train and Metro Automatikvej 1 DK-2860 Søborg mail@abtm.dk www.abtm.dk

DSB's Customer Ambassador

If you have received a written reply concerning a journey made with DSB and you are not satisfied with the decision, you can contact DSB's Customer Ambassador at kundeambassadoren@dsb.dk.

The European Commission's Online Dispute Resolution portal

You can also submit your complaint via the European Commission's Online Dispute Resolution portal. This is particularly relevant if the complainant is a consumer resident in another EU member state. Submit your complaint at http://ec.europa.eu/odr. When a complaint is submitted, the complainant must include the email address: administration@rejsekort.dk

The Danish Consumer Ombudsman

The Danish Consumer Ombudsman handles complaints regarding Rejsekort & Rejseplan A/S' general terms and conditions, as well as marketing and advertising (the Danish Marketing Practices Act).

The Danish Consumer Ombudsman may also consider complaints regarding, for example, breach of information requirements, misuse of cards by third parties, best practice, etc. pursuant to the Danish Payment Services and Electronic Money Act.

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

The Danish Data Protection Agency

Complaints concerning the processing (registration, disclosure, etc.) by Rejsekort & Rejseplan A/S of your personal data, including in connection with the blocking of a Rejsekort, are considered by the Danish Data Protection Agency.

The Danish Data Protection Agency
Carl Jacobsens Vej 35
DK-2500 Valby
dt@datatilsynet.dk
www.datatilsynet.dk

You can also read the Appeal guide at www.rejsekort.dk.

Questions and disputes concerning the interpretation of the Rejsekort Terms and Conditions are subject to Danish law.

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