

## ACN'S GENERAL TERMS AND CONDITIONS FOR THE SERVICES

The person who has presented the Customer to ACN is an independent representative of ACN. The representative is responsible for his/her own business and is not an employee of ACN or in other way authorised to contract on behalf of ACN.

### 1 General

- 1.1 These General Terms and Conditions form part of the agreement between ACN Danmark A/S (ACN) and the Customer and govern ACN's provision of mobile telephony services via telecommunications networks (ACN's Services). ACN's Services are not available for Customers in the Faroe Islands and Greenland.
- 1.2 The Service provides the Customer the opportunity to make and receive calls for domestic and foreign fixed and mobile telephone numbers via the general telecommunications network in areas with radio coverage. A description of ACN's services is available via ACN's homepage, [www.acnmobile.dk].
- 1.3 The Services are offered to both consumers and businesses, both of whom are referred to as the Customer. Consumers are not allowed to use the Services for commercial purposes. The Customer is not entitled to use the Services for facilitating telecommunications traffic for others. Section 2 of these General Terms and Conditions regarding cancellation applies only to consumers. Articles 4, 5, 7, 9-13, 15(2) and 19-23 of the Offer Order do not apply to the agreement between ACN and a business customer.
- 1.4 Provision of the Services is subject to the Customer having the necessary equipment such as a telephone. The Customer is responsible for the maintenance etc. of such equipment.
- 1.5 Any amendments to these General Terms and Conditions must be agreed in writing by the parties to be valid. In this connection, any unilateral amendments by the Customer to the application form or these General Terms and Conditions will not be deemed to have been agreed by the parties. The representative is not authorised to amend the agreement with the Customer on behalf of ACN.

### 2 The entering into an agreement and Right of cancellation for consumers

- 2.1 Only persons of full age and capacity can enter into an agreement for the provision of ACN's Services.
- 2.2 The agreement for the provision of the Services is entered into upon the Customer's signature or upon the customer's online order submitted via ACN's homepage, [www.acnmobile.dk]. If no signature date is available the agreement is entered into on the date where ACN enters the order from the customer in the ACN system.
- 2.3 If the Customer is unable to receive the Services ordered due to external technical causes or if ACN does not wish to maintain the agreement with the Customer based on an assessment of the Customer's financial standing, the agreement will be annulled with immediate effect by ACN notifying the Customer as soon as possible to this effect.
- 2.4 If the Customer wishes to change the scope of Services ordered, the Customer must fill in an ACN form or order new services on ACN's homepage, [www.acnmobile.dk]. There are different forms intended for different services. These forms are available at ACN's homepage, [www.acnmobile.dk], or from ACN Customer Service.
- 2.5 The connection to the telecommunications network is linked to the Customer's telephone number and the Customer is liable for any use of ACN's Services recorded for this telephone number.
- 2.6 The Customer must state its name and address (according to the national register) as well as its civil registration number for validation of the Customer information from time to time. If the Customer moves or other information provided by the Customer changes (such as name or payment related information), the Customer must give ACN at least 30 days' prior notice in writing to this effect by means of a special form which is available at ACN's homepage, [www.acnmobile.dk], or from ACN Customer Service. If necessary, ACN may require documentation in the form of certificate of residence and/or photo identification.
- 2.7 Customer who are consumers have a right to cancel the agreement pursuant to the Danish Act on Certain Consumer Agreements.
- 2.8 The cancellation period is 14 days. The period begins to run on the day when the agreement was made (the day when the Customer signed the agreement or submitted the order via ACN's homepage, [www.acnmobile.dk]). If, for instance, the agreement was entered into on Monday, the 1st of a month, the Customer will have until and including Monday, the 15th of the same month. If the period ends on a holiday, a Sunday, a Saturday or on the Danish Constitution day (5 June), the Customer may wait until the following business day.
- 2.9 Before the end of the cancellation period, the Customer must give ACN notice of the cancellation. If the Customer sends the letter before the end of the cancellation period it is considered as sufficient. If the Customer wants proof of its timely cancellation, the Customer can send the letter by recorded delivery and keep the receipt. Notice of the Customer's cancellation of the agreement must be sent in writing to ACN on the address provided on the application form.
- 2.10 The Customer agrees and accepts that its right of cancellation applies only until ACN begins to provide the Services, and the Customer hereby accepts and agrees that ACN begins to provide the Services to the Customer before the end of the cancellation period. The provision of the Services will be deemed to begin at the earliest of the following moments: once ACN submits a request to another operator of a transfer of the customer's number so far on behalf of the customer or once the Customer removes the SIM card from the plastic packaging in which it is provided.

### 3 Assessment of the Customer's financial standing

- 3.1 ACN may at any time based on the information provided by the Customer perform an assessment of the Customer's financial standing, including collect credit information from third parties.
- 3.2 ACN may at any time require the Customer to provide security in the form of a cash advance payment or an irrevocable on-demand guarantee with a reputable bank. Such advance payment will not carry interest and the Customer will bear all costs incurred in connection with the provision of security.
- 3.3 ACN may at any time fix a credit limit for the Customer's use of the Services. If the Customer's use exceeds the credit limit fixed, ACN may terminate the Customer's access to the Services until the Customer's outstanding amounts have been reduced to below the credit limit.

### 4 Delivery of Services

- 4.1 ACN's Services will be available to the Customer once the Customer receives a SIM card from ACN.

### 5 SIM card and codes

- 5.1 ACN will provide the Customer with a SIM card, a personal PIN code and a PUK code. The Customer must keep the SIM card and the two codes separately and the Customer is responsible for ensuring that the codes are kept secret.
- 5.2 The purpose of the PIN code is to ensure that only the registered user is using the SIM card. The SIM card will be blocked automatically if an incorrect PIN code is entered three times in a row. In such case, the PUK code must be entered to unblock the SIM card. If the PUK code is entered incorrectly ten times in a row, the SIM card will be blocked permanently and the Customer must order a new SIM card from ACN. ACN is entitled to charge a fee for providing a new SIM card, see ACN's price list.
- 5.3 If the Customer loses the SIM card, if the PIN code is disclosed to unauthorised persons or if the Customer suspects that the SIM card has been or will be misused, the Customer must block the SIM card at once by contacting ACN Customer Service.
- 5.4 The Customer is liable for all losses incurred as a result of the unauthorised use of the SIM card by others, subject to the limitations in s. 11 and s. 12 of the Danish Act on Certain Payment Instruments (see Appendix I to ACN's General Terms and Conditions). The Customer is not liable for any unauthorised use of the SIM card after ACN Customer Service has been notified that the SIM card is lost etc. ACN will confirm as soon as possible after having been so notified that the SIM card has been blocked.
- 5.5 The Customer may order a new SIM card against a fee or have a blocked SIM card unblocked against a fee, if the SIM card is found, see ACN's price list.

### 6 Description of services

- 6.1 The Customer can use ACN's Services abroad if ACN or ACN's subcontractor has entered into

roaming agreements in the relevant country. Calls made by the customer in Denmark may in certain cases be transmitted via a foreign mobile network so that the call will be charged at foreign rates. The Customer's use of ACN's Services abroad is subject to the terms and rates applicable to the foreign operator.

- 6.2 The Customer must use only such telecommunications equipment as meets the requirements of the Danish Act on Radio and Telecommunications Terminal Equipment and Electromagnetic Matters.
- 6.3 The Customer must ensure that its equipment used in connection with the mobile network does not cause any interruption, disruption or similar disturbance to the traffic on the mobile network. In the event of such interruptions etc., the Customer must take appropriate measures at once. If necessary, the Customer must disconnect or otherwise cease the disruptive behaviour.
- 6.4 Changes may be made in the telecommunications network and/or in ACN's Services for purposes of ensuring a satisfactory operation of the network and/or ACN's Services or meeting regulatory requirements. ACN will endeavour to inform the Customer of such changes with an appropriate notice if ACN deems the changes to be of significance to the Customer's use of the Services.

### 7 Assignment of numbers

- 7.1 The Customer can usually continue to use its mobile telephone number when entering into an agreement with ACN. In such case, the Customer authorises ACN to request on the Customer's behalf that the Customer's previous operator transfers the Customer's mobile telephone number to ACN or its designate through number portability. If the Customer at its own discretion wishes to change its number, such change can usually be made subject to a fee, see ACN's price list.
- 7.2 The Customer may have to be given a new mobile telephone number in certain cases for technical or operational reasons. ACN is entitled to do so without incurring liability. The Customer will be given the longest possible notice of the change.
- 7.3 For purposes of ACN's agreements with third parties, it may be necessary for technical reasons to transfer the management of the Customer's mobile telephone number to a third party designated by ACN. The Customer hereby authorises ACN to request on its behalf a transfer of the Customer's mobile telephone number from ACN or a third party to ACN or a third party designated by ACN via number portability.

### 8 Customer directories and 118 directory services

- 8.1 The Customer can be entered in certain public customer directories (telephone directories etc.). The entry will include the Customer's name, occupation, address and mobile telephone number. The Customer's data will also be included in the 118 directory services and any other directory services. Such data can be amended by the Customer by contacting ACN Customer Service.
- 8.2 The Customer may elect not to have its mobile telephone number shown in the directory (unlisted number) or elect not to be included in the directory at all (excluded number).
- 8.3 ACN is required under the Danish Act on Competition and Consumer Aspects in the Telecommunications Market to disclose traffic data recorded in the directory to anyone who requests such traffic data. Traffic data which are not included in the directory at the Customer's request will not be disclosed to third parties.

### 9 Support and Interruptions in the Services

- 9.1 ACN will endeavour to correct any interruptions in the Services caused by circumstances within the control of ACN within a reasonable time after the Customer has reported the defect to ACN Customer Service, see, though, section 15 below. Such corrective work will be made during normal office hours.
- 9.2 ACN is entitled to suspend or restrict the Customer's use of the Services, where so deemed necessary, at ACN's discretion, for security or operational reasons such as for maintenance of and changes etc. in networks and/or ACN's Services. The Customer will as soon as possible be notified of any planned disconnections of any significant duration.
- 9.3 If the Customer reports interruptions in the Services which are caused by circumstances beyond ACN's control, ACN is entitled to have its costs for troubleshooting and similar efforts, including for driving, reimbursed by the Customer.

### 10 Functions and facilities

- 10.1 Any functions and facilities agreed between the Customer and the Customer's previous operator, including but not limited to call barring, e.g. foreign calls, barring of calls to service 900 numbers or barring in connection with billing control arrangement or current monitoring of billing fluctuations will not be continued in the relationship between the Customer and ACN. The Customer must separately enter into agreement on barring facilities etc. with ACN.
- 10.2 Itemized billing - this function enables the Customer to choose between different specifications of the bill. For further information, please contact ACN Customer Service.
- 10.3 Call barring - this feature enables the Customer to bar certain types of outgoing calls such as international calls. The customer can activate and deactivate barring by contacting ACN Customer Service and stating a code (the customer identification number assigned by ACN) or via ACN's online self-service "DitACN Mobile" which is available via ACN's homepage, [www.acnmobile.dk]. ACN may furthermore automatically bar calls to a number of specific countries and destinations with premium call rates. Barring, however, does not prevent calls to the emergency service 112.
- 10.4 Barring of calls to service 900 numbers - this feature provides the Customer with an opportunity to bar calls to such services. The barring can be activated and deactivated by contacting ACN Customer Service or via ACN's online self-service "DitACN Mobile" which is available via ACN's homepage, [www.acnmobile.dk].
- 10.5 If the Customer changes its number, the Customer is entitled to have call divert to the new number for three months free of charge. If the Customer so requests, call divert can be prolonged for another three months. The Customer can also subscribe to call divert from its old number to its new unless prevented by special operational reasons.

### 11 Prices, fees, invoicing and payment

- 11.1 A list of the prices and fees payable for ACN's Services at the date of the agreement will be given to the Customer in connection with the signature of the agreement. ACN is entitled to change prices and fees in accordance with section 16 below. The prices in force from time to time for ACN's Services as well as fees are available at ACN's homepage, [www.acnmobile.dk], or from ACN Customer Service.
- 11.2 Any initial fees and subscription fees for the first and second subscription periods will be charged in connection with the Customer's entering into of the agreement or on the first invoice submitted.
- 11.3 The Customer's use of the Services and other fees and charges will be invoiced monthly in arrears in accordance with ACN's price list in force from time to time.
- 11.4 Subscription fees will usually be invoiced monthly in advance. ACN will invoice the subscription fee with effect from two days after the date on which the SIM card is forwarded to the Customer.
- 11.5 All invoicing will be made by post or, if possible, electronically. In case ACN invoices the Customer electronically, ACN will send a message to the Customer by SMS or e-mail stating that access to an invoice may be obtained on ACN's homepage by use of an access code. The access code is sent to the Customer after the entering into the agreement. In case ACN invoices the Customer electronically, ACN is entitled to charge a fee if the Customer requests hard copy invoices, see ACN's price list.
- 11.6 ACN is entitled to charge payment in the same invoice for services provided by ACN to the Customer under other agreements, e.g. ACN Preselection or ACN Subscription.
- 11.7 ACN is entitled to put off invoicing if the amount to be invoiced is less than a minimum amount in DKK to be determined by ACN. In such case, the amount will be included in the next invoice.
- 11.8 Unless otherwise agreed, the Customer must effect payment under the agreement by direct debit. If the Customer does not pay by direct debit, ACN is entitled to charge a fee to cover ACN's costs in connection with handling alternative payment methods, cf. ACN's price list.
- 11.9 The date on which payment falls due will be stated in the invoice. In case of late payment, a default interest will be charged from the due date and until payment is effected at the rate set out in the Danish Interest Act. ACN will charge a fee, presently DKK 100 for each reminder sent to the Customer. ACN is also entitled to have all collection and recovery costs reimbursed by the

- Customer:
- 11.10 The Customer must notify ACN in writing as soon as possible and within a reasonable time after the date specified in the invoice if the Customer believes that there is an error in the amount invoiced and/or the invoice information by ACN. For businesses, a reasonable time is within 10 business days after the due date. With respect to consumers, they must notify ACN in writing of any errors in the amount invoiced by ACN within 30 business days after the due date. The Customer is precluded from objecting to the amount invoiced and/or the invoice information if the Customer fails to follow the above procedure.
- 11.11 If ACN credits an amount to the Customer, ACN may deposit such amount directly on the Customer's account. ACN will inform the Customer of the reason for such crediting.
- 12 Binding period and Termination**
- 12.1 The length of the customer's binding period depends on whether the customer shall have its number transferred from its previous operator. The customer can terminate the agreement with 30 days' notice in writing if the customer shall not have a number transferred from another operator. The Customer can terminate the agreement five months after its effective date with 30 days' notice in writing if the customer shall have its number transferred from its previous operator. ACN can terminate the agreement with 30 days' notice in writing.
- 12.2 Notice of termination must be submitted by ordinary mail.
- 13 Breach and termination**
- 13.1 Both parties are entitled to terminate the agreement immediately if the other party is in material breach of the agreement and fails to remedy such breach within a reasonable time after having been notified in writing to this effect. Termination must be made by ordinary mail.
- 13.2 Notwithstanding section 13.1 above, ACN is at any time entitled, among other things, to suspend the Services and/or terminate the agreement with immediate effect: (1) The Customer fails within due time to comply with a demand for the provision of security or a demand for the payment of a deposit or the Customer exceeds an agreed credit limit; (2) The Customer fails to pay immediately upon request any overdue amounts within the period specified or fails to give notice of a change of address, change of payment related matters, etc., see section 2.6 above; (3) A consumer Customer uses the Services for commercial purposes; (4) The Customer uses the Services to facilitate traffic for third parties; (5) The Customer fails to disconnect any equipment etc. causing interruptions in the telecommunications networks immediately upon demand by ACN; (6) The Customer connects equipment which does not comply with the requirements of the Danish Act on Radio and Telecommunications Terminal Equipment and Electromagnetic Matters; (7) The Customer's use of the Services is in conflict with applicable laws; (8) The Customer is adjudged bankrupt, negotiations for a composition with the Customer's creditors, the Customer suspends payments whether de facto or de jure or the Customer's financial standing otherwise shows that the Customer's timely performance of the agreement cannot be made; or (9) the Customer relocates to abroad.
- 13.3 Any suspension of the Services will as a main rule take place without prior notice to the Customer, but with a subsequent written notice.
- 13.4 Any disconnection of the Customer's connection will not result in a reduction of the subscription fee for the relevant period.
- 13.5 If the Customer corrects the circumstances which led to the suspension of Services and ACN has not terminated the agreement, the Customer is entitled against a fee, see ACN's price list, to be given access to ACN's Services again.
- 13.6 Apart from instances of breach, suspension of Services may occur where the Customer's use of ACN's Services suddenly and significantly exceeds the Customer's previous average use or the Customer's use of ACN's Services is exceptionally high if the Customer's use of the Services is deemed to be extraordinary, e.g. in case of extraordinary activity or failure to respond to or return of ACN inquiries in relation to the agreement. In case of such suspension of Services, the Customer may contact ACN Customer Service to have its access to ACN's Services re-established.
- 14 Liability**
- 14.1 ACN is not responsible for any interruptions or other operational disruptions caused by defects, breakdowns or changes in equipment and telecommunication networks, etc. owned or operated by other telecommunications operators or for any other such interruptions or disruptions not caused by negligent acts or omissions by ACN. Further, ACN is not responsible for interruptions or disruptions caused by the Customer's acts or omissions.
- 14.2 Any liability of ACN to the Customer is limited to direct losses incurred by the Customer. ACN disclaims all liability for any business interruption or loss of profits, data, loss in connection with corruption of messages, loss incurred as a result of failure to use ACN's Services as contemplated or any other indirect losses. The Customer is not entitled to damages for any extra costs incurred in connection with the use of the services of an alternative operator. ACN's liability to the Customer cannot exceed DKK 20,000 per calendar year, notwithstanding the cause or nature of the loss. Any amount in damages will be paid preferentially by crediting the amount on the next invoice.
- 14.3 In case of breakdowns attributable to ACN, the Customer is entitled to a proportionate reduction in the subscription fee for the relevant period, provided that the amount exceeds DKK 25.
- 15 Force majeure**
- ACN is not responsible for the consequences of any non-performance of its obligations under the agreement where rendered impossible or unreasonably onerous due to circumstances beyond ACN's control such as fire, war or military actions, rebellion, strike and lockout, including among ANC or subcontractor staff, natural disasters, including stroke of lightning and flooding, network congestion, defects in third party networks and system breakdown, etc. ("Force Majeure").
- 16 Amendment of General Terms and Conditions and prices**
- 16.1 ACN is entitled to amend the agreement to the benefit of the Customer, including reductions in prices and fees, without prior notice to the Customer.
- 16.2 The Customer will be given a notice of 30 days of any amendments to the agreement to the detriment of the Customer, including increases in prices and/or fees. The Customer is entitled to terminate the agreement at a notice of at least 14 days, expiring on the effective date of the amendment.
- 16.3 All amendments will be posted on ACN's homepage, [www.acnmobile.dk]. In case of material amendments to the detriment of the Customer, the Customer will be notified either by letter directly to the Customer (e.g. in connection with an invoice), by announcements advertised in national newspapers and/or by email to the email address provided by the Customer when the agreement with ACN was made.
- 17 Assignment**
- 17.1 The Customer is not entitled to assign the agreement to any third party without ACN's prior consent in writing. Such consent may be subject to the Customer's payment of a fee. The Customer will be liable for all payment obligations under the agreement with ACN until the assignment has been properly effected. The assigner and assignee will agree with ACN on a date for the assignment. The assignee is liable to ACN for all payment obligations arising after the date of assignment.
- 17.2 ACN is entitled to assign the agreement to an ACN affiliate or in the course of a transfer of all or part of its activities to a third party.
- 18 Processing of traffic data and Marketing**
- 18.1 In the course of its performance of the agreement, ACN will process certain data about the Customer. Such data will include, for instance, the Customer's civil registration number and traffic data such as the Customer's name, number and address, the numbers called, the SIM card number (IMSI), the mobile telephone number (IMEI), the date, duration, time and extent of calls, localisation data as well as information about the network which the communication originates from or terminates in and the beginning, end and duration of a connection.
- 18.2 The purpose of the data processing is to enable ACN to perform its agreement with the Customer, including that the Customer's telephone calls can be made. Further, the data will be processed for purposes of validating the information provided by the Customer, including unambiguous Customer identification and - for up to five years - in connection with Customer debiting and invoicing. The data can also be used for marketing purposes as set out below.

- 18.3 In connection with such data processing, ACN may hand over the data processing to data processors, including EU and non-EU group companies (such as ACN Europe B.V. and ACN Inc.), which will process the data on behalf of and as instructed by ACN.
- 18.4 ACN may retrieve information about the Customer from third parties, including credit rating agencies, for various purposes such as an assessment of the Customer's financial standing.
- 18.5 By contacting ACN Customer Service, the Customer will be informed what Customer information ACN is processing. ACN will endeavour to ensure that all information is accurate. In the event of inaccurate or incomplete information, ACN will correct the information as soon as possible.
- 18.6 The Customer hereby accepts and agrees that ACN may process its own traffic data about the Customer for purposes of marketing electronic communications services or providing additional services. The Customer is entitled to withdraw its consent to such processing at any time by contacting ACN.
- 18.7 ACN does not undertake liability for foreign operators' use of the Customer's traffic data.

## 20 The right to lodge complaints

- 20.1 Any complaints arising out of the agreement, including any disputes regarding the use of Services and the payment invoiced, must be submitted in writing to ACN Operations Sweden AB, P.O. Box 94, S-662 22 Amål, Sweden. ACN will normally make its decision within three months of having received the complaint.
- 20.2 ACN's decision can be brought before the Danish Telecommunications Complaints Board at Nørre Voldgade 48, st., 1358 Copenhagen K, Denmark, tel. 33 18 69 00.
- 20.3 Any dispute between the parties may also be brought before the ordinary courts of law pursuant to the general rules of Danish law.

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ACN Danmark A/S. Registered address: Naverland 2, 2600 Glostrup, Danmark, CVR nr. 24212572. VAT: DK 24212572. Post address: c/o TNT International Mail, AMS/AMS/13762/ADK, Post box 1513, 2650 Hvidovre.

## Appendix I: § 11 and § 12 of the Danish Act on Certain Payment Instruments

§ 11 The issuer shall be liable to compensate the holder for any loss caused by unauthorised use of a payment instrument by another person unless otherwise provided by subsections (2) - (6). The holder shall only be liable according to subsections (2) - (6) in case the transaction has been correctly registered and booked.

- (2) Unless a more extensive liability is prescribed by subsections (3) or (6), the holder shall be liable to the extent of up to DKK 1,200 for losses caused by unauthorised use of the payment instrument by another person in case the personal, secret code associated with the payment instrument has been used.
- (3) Unless a more extensive liability is prescribed by subsection (6), the holder shall be liable to the extent of up to DKK 8,000 for losses caused by unauthorised use of the payment instrument by another person in case the issuer is able to prove that the personal, secret code associated with the payment instrument has been used, and
- 1) the holder has failed to inform the issuer as soon as possible after having become aware that the code has become known to an unauthorised person,
  - 2) the holder has disclosed the code to the person who has made unauthorised use of the instrument without the matte being covered by subsection (6) or
  - 3) the holder, by grossly irresponsible conduct, has made unauthorised use possible:
- (4) The holder shall be liable to the extent of up to DKK 8,000 for losses caused by unauthorised use of the payment instrument by another person, where the payment instrument has been read physically or electronically and in association therewith the unauthorised person has used a forged signature and the issuer is able to prove
- 1) that the holder or a person to whom the holder has entrusted the payment instrument has failed to inform the issuer as soon as possible after having become aware that the payment instrument has been lost, or
  - 2) that by grossly irresponsible conduct the holder or another person to whom the holder has entrusted the payment instrument has made unauthorised use possible.
- (5) Where a holder is liable according to subsection (3) as well as subsection (4), the holder's total liability may not exceed DKK 8,000.
- (6) The holder shall be liable for losses without any limitation of the amount if such losses arise as a result of unauthorised use of the payment instrument by another person and the personal, secret code associated with the payment instrument has been used and the issuer is able to prove that the holder has disclosed the code to the person who has made unauthorised use of the instrument and that the instrument has been used in circumstances in which the holder realised or should have realised the existence of a risk of abuse.
- (7) Notwithstanding subsections (2) - (6) the issuer shall be liable for unauthorised use which takes place after the issuer has been informed that the payment instrument has been lost, that an unauthorised person has obtained knowledge of the code, or that for other reasons the holder requests a stop on the payment instrument. The issuer shall give the holder access to request a stop on the payment instrument at any time and shall as soon as possible confirm to the holder in writing or by another safe means of evidence that the issuer has received such a request. The confirmation shall indicate the time of the request.
- (8) Notwithstanding subsections (2) - (6) the issuer shall also be liable for any losses, if the payee knew or should have known that the payment instrument had been subject to unauthorised use. Notwithstanding subsection (2) the issuer shall be liable for any losses if a payment card has been used fraudulently in connection with a distance contract.
- (9) To the extent that it is required by the development of prices, the Minister for Trade and Industry may change the amounts indicated in subsections (2) - (5).

§ 12 An issuer shall be liable for losses sustained by a holder due to errors in registration or accounting procedures, even if such an error may be accidental. Where a holder has been informed that a payment transaction has been acknowledged, the issuer shall moreover be liable for losses sustained by the holder due to non-completion or inadequate completion of the payment transaction in question. The provision set out in the second sentence above shall not apply, however, if the issuer is able to prove that the issuer has had no possibility of completing the payment transaction due to exceptional, intervening circumstances beyond the control of the issuer, which the issuer should not have taken into account when the holder received the acknowledgement referred to in the second sentence above. Where by a willful or grossly negligent act the holder has contributed to the error, the compensation may be reduced or withdrawn.

- (2) Where payment has not been made or where it has been delayed in circumstances as those referred to in the first and second sentences of subsection (1) above, no other default remedy than a claim for interest may be invoked against the holder for that reason. Where funds have been withdrawn from the holder's account or from a prepaid payment instrument, payment to the holder's discharge shall be considered to have been effected.
- (3) The settling agent shall be liable for losses sustained by the payee caused by errors in registration or accounting even if such an error is of an accidental nature. The settling agent shall not be liable however for losses which arise as a result of conditions of the payee.
- (4) Where, according to subsection (1) the issuer compensates a loss suffered by the holder as a result of conditions of the payee or the settling agent, the issuer may claim payment of the compensation by the payee or the settling agent, respectively. Where according to subsection (3) the settling agent compensates a loss suffered by the payee as a result of conditions of the issuer, the settling agent may claim payment by the issuer of the compensation amount.
- (5) The issuer and the settling agent shall bear the onus of proof to show that a loss has not been caused by the circumstances referred to in subsections (1) and (3).