

Terms and Conditions of use of Express Bank app

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner in a legally binding way.

To be able to use this app, you must be a customer of Express Bank ("the Bank"). It is important that you read the terms thoroughly, as these contain your rights and obligations upon use of the Express Bank DK App.

The App is a mobile application to be used on your mobile phone, tablet or other units accepting Apps. Express Bank provides the App functions with underlying services. Data, also comprising personal information, can be processed on or stored in the App, or be sent to the underlying services. Data can be registered in the App either by you providing data, or that the App automatically collects information through use of the App. The App and the underlying services are to ensure secure log-on to Express Bank's services online.

The use of the App requires the use of MitID. When using MitID, the terms & conditions for MitID applies, which can be found on <https://www.mitid.dk/en-gb/>. Please take due note of username and password confidentiality.

1 Terms of use

By installing and using this App, you accept that the right to use the App is a personal, non-exclusive, non-transferable right and that these Terms & Conditions apply. The App is only for use on that area of application, which is stated above, and shall exclusively be used for this purpose.

By installing the App, you agree to:

- Not using or by other means exploiting the App in a way that may breach the intellectual property rights of Express Bank
- Not to remove rights indications or alerts in the App or in documentation that follows the App, copies of the software or software documentation
- Not make the App available to others or copy or alter the App
- Not attempt to obtain the source code of the App (decompile etc.) or attempt to find errors or possibilities/ functions in the software that are not part of the area of application for the App and the services
- Not incorporate all or parts of the App in other software (app) or services
- Not prepare software/apps based on the App or parts of this
- Not attempt to obtain the source code by any means whatsoever, also comprising 'reverse engineering',
- Only use the App for its intended purpose and not to make commercial use of the App, and
- Not use the App and any underlying services in such a way that services from Express Bank are disrupted, damaged or in other ways undermined.

The right to use the App and the underlying services as described in these Terms & Conditions lapse immediately upon breach of these Terms & Conditions. If you have submitted false information about yourself, or withhold information that is relevant for use of the App or implementation of the services, this will be deemed as a breach of the Terms & Conditions.

2 Alterations in the App, services and/or terms

Express Bank is entitled to make alterations in these Terms & Conditions, the App, the services, marketing and other matters with regard to the App and the services. Such alterations will be notified to users.

Express Bank reserves the right to recall every right of use to the App and stop access to services. If the right of use is recalled or lapses by other means, the App shall be uninstalled and deleted from all units. Upon recall of the App and/or stopping of access to the services, user access will be deleted. Express Bank is not liable for data, which is deleted or changed upon alterations in the App, services etc.

3 Ownership

All rights to the App, software documentation, modifications, alterations, adaptations, translations, creations derived from and other intellectual property rights in the software or software documentation belong to Express Bank.

4 Security

Information may be collected on use of the App, the operative system, telephone model etc. in order to safeguard security upon use of the App. Use of mobile units that are jailbroken/rooted may be denied to install the App or have the App removed if this constitutes a security risk.

5 Liability and limitation of liability

The user is responsible for all activity and use of the App and underlying services.

The use of the App is at own risk. Express Bank is not liable for loss or damage as a consequence of errors or defects in the App or the underlying services, including error, defect or loss of data that is processed by the App and the underlying services.

6 Processing of personal data

For processing of personal data through the App together with underlying services, the Bank's privacy notice applies, which can be found here: <https://www.expressbank.dk/om/persondatapolitik/>

7 Choice of law

These terms, use of the App and underlying services are governed by Danish law.