

Circle K EUROPE Card Terms and Conditions

Valid from 1 July 2022

1. Definitions

Card provider: Circle K Danmark A/S, PO box 120, 0900 Copenhagen C, Denmark, Company Registration (CVR) No. 28142412, www.circlek.dk (hereinafter referred to as "Circle K").

Cardholder: Person who has entered into an agreement with Circle K regarding use of the card.

Card: The card types described in clause 2.

2. How to use cards

2.1 General

The Cardholder undertakes to use the Circle K EUROPE card for business purposes only.

2.2 Card types and uses

2.2.1 Circle K EUROPE card

The Circle K EUROPE card can be used for purchases at more than 20,000 petrol stations across Europe. Including all Circle K service stations and INGO petrol stations, as well as with Circle K's EUROPE card partners and at the stations designated by them at any time – see Routex partners and stations at www.routex.com. For purchases in Denmark, Circle K is the product seller. For purchases outside Denmark, Circle K International Card Center AB, Stockholm, is the seller.

The Circle K EUROPE card can be restricted geographically through Card E-Services, so as to be valid only in Denmark, for example.

Product restrictions associated with the card can be specified through Card E-Services. The table below shows Circle K's standard product restrictions:

Cardtype	65	64	63	62	61	60
Diesel (including HVO 100)	x	x	x	x	x	x
AdBlue (from pump or cannister)*	x	x	x	x	x	x
EV-Charging ****	x	x	x	x	x	x
Gasoline	x	x	x	x	x	
On-Road products** and lubricant	x	x	x	x		
Carwash	x	x	x			
Automotive accessories, bottled gas, trailer rental, and repair services	x	x				
Other Shop goods***	x					

* Also road, motorway, bridge and tunnel tolls, ferry tickets (except for ferries in Danish waters) and emergency services, including repairs etc.

** On-road products include coolant, windscreen washer fluid, car bulbs, wiper blades, de-icer and ice scrapers.

*** Entry into football pools and purchases of lottery tickets, gift cards and paysafecards are not possible.

**** Requires the card to be issued with a charging symbol (RFID chip).

Furthermore, all cards can be used to pay for bridge tolls for the Storebælt Bridge and the Øresund Bridge either via payment terminals or via BroBizz.

In addition to purchases at service stations, the Circle K EUROPE card can also be used to pay for road, motorway, bridge and tunnel tolls, ferry tickets (except for ferries in Danish waters) and emergency services, including repairs.

Ferry tickets can also be purchased using an AutoPASS tag and BroBizz linked to a Circle K EUROPE card.

3. Terms and conditions relating to the possession and use of cards

3.1 Name on cards and PIN

Cards are issued in a person's name. If required, a card can be issued in another person's name as well as the Cardholder's. Cards can also be registered to a vehicle registration number or other designation instead of a name. However, the Cardholder will be liable in all cases for purchases made using the card.

All cards are issued with a PIN. Unless a PIN has been selected when ordering a card through Card E-Services, the PIN will be sent by post.

If you forget your PIN, you can create a new one through Card E-Services. Alternatively, a new PIN can be ordered at Circle K petrol stations, by contacting Circle K on +45 70 101 101 or via a form at www.circlek.dk/contact.

The PIN must be kept secret to avoid misuse. Circle K does not know the PIN.

Once issued, the PIN can be changed to a PIN of your choice via Card E-Services or at any Circle K service station or INGO petrol station in Denmark.

Purchases with a card can only be made by presenting the card and using the PIN or signing the receipt. The point of sale may require proof of identity. Card purchases at payment machines can only be made using a PIN. The same applies to card purchases at Circle K locations in Sweden and Norway, as well as at petrol stations in the rest of Europe. Purchases of electricity at Circle K petrol stations in Denmark, as well as purchases on the Storebælt Bridge and the Øresund Bridge, can be made without using a PIN or signing a receipt. The same can be true when purchasing parking.

Cards registered in an individual's name can only be used by the person whose name is on the card. Cards registered to a vehicle registration number can only be used by the holder to make purchases for the vehicle whose registration number is on the card.

Further purchases with the card will be blocked if an incorrect PIN is entered more than three times. The PIN can be reset through Card E-Services, where a new one can also be selected.

3.2 Purchase profiles

Circle K reserves the right to decline purchases that exceed the card's associated purchase profile.

The table below shows Circle K's standard purchase profiles:

Standard purchase profiles for Circle K EUROPE card	Max. amount pr. transaction incl. VAT	Max. amount pr. day incl. VAT	Max. amount pr. week incl. VAT	Max. amount pr. month incl. VAT	Max. amount of transactions pr. day
Purchaseprofile 2	800 DKK	1,000 DKK	5,000 DKK	20,000 DKK	3
Purchaseprofile 3	2,000 DKK	2,500 DKK	12,500 DKK	50,000 DKK	3
Purchaseprofile 4 (standard)*	4,800 DKK	6,000 DKK	30,000 DKK	120,000 DKK	5
Purchaseprofile 5	6,400 DKK	8,000 DKK	40,000 DKK	160,000 DKK	5
Purchaseprofile 6	9,600 DKK	12,000 DKK	60,000 DKK	240,000 DKK	5
Purchaseprofile 7	12,000 DKK	15,000 DKK	30,000 DKK	75,000 DKK	7
Purchaseprofile 8	20,000 DKK	25,000 DKK	125,000 DKK	500,000 DKK	50

* Cards are issued with purchase profile 4 unless otherwise stated when ordering a card.

** Cards issued before 4 May 2020 have with a purchase limit of DKK 12,000. "Max. amount per day" (unless stated otherwise when ordering a card)

You can view and select your own purchase profile in Card E-Services. You can also contact Circle K Customer Service to find out what restrictions apply to a card.

Maximum amounts per week and month are calculated per current week and month, see clause 9.

Once the maximum amount per day, week or month, or the maximum number of transactions, is reached it will not be possible to finish refuelling, as the pump will be disconnected. Once the purchase profile maximum has been reached, the card will subsequently be declined.

The validated amount will be the pump price or the retail price of other items including VAT, i.e. the price on the receipt. The amount will be the amount before any discount is deducted.

Transactions relating to electric charging and the Øresund Bridge and Storebælt Bridge, for example, are not included in amount limits.

The card can be reactivated instantly by changing the card settings in Card E-Services or via customer service.

Furthermore, Circle K reserves the right to decline card payments for purchases that result in exceeding the credit limit set out in clause 6 and in cases where there is reasonable suspicion of misuse of the card.

Circle K reserves the right to adjust purchase profiles in general and within specific product groups. Changes will be published on www.circlek.dk.

3.3 Liability and rules on liability

The card will be activated when it is first used.

The card should be stored securely, for example in a wallet or bag – never in an unattended vehicle and never with the PIN. The Cardholder must check regularly that the card is still in its proper place.

If mobile payment is activated via Card E-Services, the Circle K Pro app may only be downloaded and used by the authorised Cardholder. Violation of this will be considered a material breach. The Circle K card may only be added to and used on devices with automatic screen lock and user verification requirements to unlock the device.

If the physical card or the phone with the card attached to it is lost, or if the Cardholder suspects that an unauthorised person has gained knowledge of the PIN, the card must be blocked immediately via Card E-

services or by calling Circle K on +45 70 10 101 (24 hours). Further purchases with the card will then be blocked electronically.

Theft, misuse or suspected theft must be reported to the police without delay.

The Cardholder will be liable for any purchase made using the card, regardless of whether the purchase exceeds the above purchase limits or the credit limit set for the card in accordance with clause 6. However, unless the Cardholder has acted fraudulently, Circle K will be liable for purchases made after the card has been reported stolen or lost by the Cardholder or after the Cardholder requests that the card is blocked. The Cardholder will remain liable for purchases already made using the card that have not yet been registered on the Cardholder's account at the time of notification to Circle K.

Circle K also reserves the right to reject transactions in the event of justified suspicion of unauthorised use of the card.

If the Cardholder requests that the card is permanently blocked, the card will be electronically blocked for all purchases.

If the Cardholder requests that the card is temporarily blocked, the card will be electronically blocked for all purchases except for road tax and/or tolls in Denmark and abroad. If such products are purchased while the card is temporarily blocked, the Cardholder will be liable for these purchases.

Use of the Circle K card in accordance with the above will be considered acceptance of the goods received and will form the basis for billing.

3.4 Other terms and conditions

Circle K reserves the right at any time to change and differentiate the discount offered for purchases at individual Circle K service stations and INGO petrol stations as well as the discounts offered at the stations designated by Circle K's EUROPE card partners at any given time.

Circle K also reserves the right to change the fees charged in accordance with clause 5 at any time.

When the card is used at a Circle K service station or at an unmanned station (INGO) to purchase fuel in Denmark, the price will be Circle K's current list price, less the discount agreed between the Cardholder and Circle K.

If the pump price is lower than the list price, less the discount agreed between the Cardholder and Circle K, the price payable by the Cardholder will be the pump price.

The above terms and conditions may be deviated from in individual agreements between the Cardholder and Circle K and in agreements between associations and Circle K. Prices here will typically be Circle K's list prices.

Circle K's current list price is published regularly on www.circlek.dk.

The Cardholder is aware that the price stated on a delivery note issued at the time of purchase is the pump price and may therefore differ from the price payable. Delivery notes are not valid as an invoice.

When purchasing diesel in Sweden, Norway, Estonia, Lithuania, Latvia, Poland and Germany (ARAL), the list price will be invoiced regardless of the pump price. In all other countries and Germany (OMV, ENI and BP), the current pump price will be invoiced. When purchasing petrol, the current pump price will be invoiced in all countries outside Denmark; however, the list price will be invoiced in Germany (ARAL).

3.5 Electric charging

When the card is used at one of Circle K's own charging stations, at a Circle K service station in Denmark, to purchase electricity, the price will be Circle K's current list price for electricity, less the electricity charging discount agreed between the Cardholder and Circle K, unless agreed otherwise. The discount will be subject to change based on changes in consumption and electricity purchases.

Circle K's current list price for electricity is published regularly on www.circlek.dk.

The price is quoted per kilowatt hour (kWh). The price quoted is the total price to be paid and includes all taxes and duties, but not discounts.

A receipt or advice note for charging will not be issued at the charging station, and it will not be possible to use invoices or receipts to apply for electricity tax refunds.

A Circle K EUROPE Card with a charging symbol (RFID chip) is required to purchase electricity. This card will have the same purchase options and terms as a standard Circle K EUROPE Card. However, it will only be possible to buy electricity with the card at Circle K stations in Denmark.

Electric charging will not require the use of a PIN, and it will not be possible to enter mileage, driver and vehicle ID when using the card for electric charging.

Circle K will not be liable for any damage, loss or inconvenience caused to the customer as a result of a charging station being out of service or not functioning properly.

The terms and conditions only apply to use, payment and billing at Circle K's own charging points at stations in Denmark.

4. Payment for purchases etc.

Purchases made will appear on bills which are sent to the Cardholder no later than the fifth working day of each month unless agreed otherwise. The balance due date will be stated on the bill. Complaints regarding bills must be made within three months.

For international purchases, a separate statement/breakdown (VAT invoice) will be sent from Circle K International Card Center AB, Stockholm. Statements/breakdowns can be used to reclaim VAT.

Payment can be registered with Leverandørservice. Bills sent by post will be subject to a collection fee of, at present, DKK 19.00. The collection fee is currently DKK 0 for bills sent by e-mail.

If payment is made after the payment due date, default interest of 1.25% per month will be charged.

The fees set by Circle K at any time will be charged for using the card to pay for road, motorway, bridge and tunnel tolls, ferry tickets and emergency services, including repairs, etc. in certain countries. When using the card abroad, a currency surcharge of up to 1% of the purchase amount including VAT will be charged.

Any complaints regarding the purchase of ferry tickets must be made to Circle K Customer Service, who will then forward the complaint to Circle K ICC.

5. Costs, interest, fees, etc.

Price list as of 1 August 2017.

Cost, fees, intrests etc.	
Account creation	None
Yearly fee pr. card	None
Replacement card	None
Monthly account intrest	None
Invoice fee, reception by mail	19 DKK
Invoice fee, reception by e-mail	None
Fee for payment via "Leverandørservice" (requires electronic issuing of invoice)	None
Dunning fee	100 DKK
Collection notice	100 DKK
Late payment intrest	1,25 % pr. month
Currency exchange fee, for purchases abroad*	Up to 1% of purchase sum

** Purchases abroad include purchases from partners, for example Storebælt Bridge and Øresund Bridge*

6. Credit assessment

Circle K reserves the right to make a credit assessment based on information obtained from a credit rating agency recognised by the Danish Data Protection Agency and to obtain other publicly available information. See also clause 8. On the basis of this credit assessment, Circle K reserves the right to refuse credit without further justification.

Circle K reserves the right to continuously monitor the Cardholder's circumstances through a credit rating agency recognised by the Danish Data Protection Agency.

When applying for a card, expected spending must be stated as a basis for the credit assessment. If the declared spending is exceeded significantly, further purchases made using the card may be declined. Reactivation of the card will be subject to a new credit assessment.

7. Processing of collected data

Circle K is the data controller if Circle K receives personal data from the Cardholder.

The personal data that Circle K processes includes personal data provided in connection with the application, including name, address, phone number, e-mail address, company registration number (sole traders and partnerships), information about purchases and other personal data that the Cardholder may choose to disclose in connection with the customer relationship.

Circle K processes personal data in order to create and manage the customer relationship with Circle K.

Information about purchases etc. will be recorded and used primarily to fulfil or adjust payment transactions.

Information provided on the application form and any other information obtained in connection with the issuing of a card will be stored by Circle K for the duration of the account relationship. Receipts signed by the Cardholder will be stored for a minimum of six months. Copies of account statements will be stored

electronically for five years, and the information contained in these statements together with any adjustments will usually be stored electronically for the same period.

When submitting amounts owed for legal debt collection, RKI Credit Information and the Debtor Register will be notified, stating name, address, Company Registration No. and amount. Circle K may use a debt collection partner to this end to collect the Cardholder's debt, who will be provided with the necessary information for this collection. Communication between the Cardholder and Circle K, including Circle K's debt collection partner, may take place digitally, for example by e-mail to the e-mail address provided by the Cardholder. Furthermore, recorded data will be disclosed to public authorities in accordance with the law, for example the Danish Tax Management Act.

Circle K's processing of personal data will otherwise be in accordance with Circle K's privacy policy, which can be found at www.circlek.dk/Erhverv.

8. Names and change of address

Circle K must be notified of any name changes in writing, either by letter to Circle K Danmark A/S, PO box 120, 0900 Copenhagen C, Denmark or via a message sent via www.circlek.dk/contact.

A new company registration number in connection with a new name and/or company form will require the completion of a new application form and thus the creation of a new account and issue of a new card.

Changes of address can be made by calling Circle K on +45 70 101 101 or by writing to the above address.

9. Blocking cards and declining card purchases

Cards will be blocked if reported stolen or lost, or if there is a risk that the PIN has been disclosed to unauthorised persons. They will also be blocked when the account card agreement is cancelled.

Cards may also be blocked if the agreed terms and conditions regarding purchase limits or credit limits are not met.

In addition, Circle K reserves the right to block a card if there is reasonable suspicion of misuse of the card, for example, where extensive purchases are made on the card within a very short period of time and are outside the Cardholder's normal pattern of spending.

Finally, cards will be blocked if the Cardholder goes into administration, begins bankruptcy proceedings or moves to a permanent address outside Denmark.

Moreover, purchases with the card may be declined if 1) an incorrect PIN is entered more than three times, 2) the purchase restrictions in clause 3.2 are not complied with, 3) the Cardholder's credit limit is exceeded or 4) the Cardholder is registered in RKI, the Debtor Register or a similar register.

If a card has been inactive for a minimum of 12 months, it may be cancelled by Circle K without notice. However, the customer relationship will not end and a replacement card can be ordered by contacting Circle K.

10. Cancelling an account card agreement and changes to card terms and conditions

The Cardholder may cancel the card agreement at any time and without notice.

Circle K reserves the right to terminate the card agreement or change the card terms and conditions with two months' notice. However, Circle K reserves the right to make changes that are not disadvantageous to the Cardholder without notice.

If the Cardholder uses the card after the notified effective date of a change, this will be considered acceptance of the change.

Information about new regulations will be provided via the bill sent and on www.circlek.dk.

The current card terms and conditions can be found on www.circlek.dk and can be sent by contacting Circle K Customer Service on +45 70 101 101.

11. Expiry and renewal

The card will have an expiry date. It will be renewed automatically approximately one month before the card expires if the Cardholder has used the card within the last six months prior to the renewal date and if the Cardholder does not cancel the account agreement.

All card types are valid for five years.

12. Regulatory authority and right of appeal

As a card provider, Circle K is supervised by the Danish Financial Supervisory Authority.

If you have any complaints, please contact Circle K via the address or phone number below. If Circle K does not uphold your complaint, you may contact the relevant regulatory authority.

13. Contact details

Mailing address:

Circle K Danmark A/S

Attn.: Customer Service

PO Box 120

0900 Copenhagen C, Denmark

Visiting address:

Circle K Danmark A/S

Borgmester Christiansens Gade 50

2450 Copenhagen SV, Denmark

Phone: +45 70 101 101 (24 hours)

Website: www.circlek.dk

Current card terms and conditions are valid from 1 July 2022.