

# Circle K EUROPE Card Terms and Conditions

Valid from 12 November 2024

## 1. Definitions

- Account:** Account with the Issuer that is used by one or more Circle K cards.
- Accountholder:** Natural or legal person(s) who have been granted an Account after application.
- Cardholder:** The natural person(s) in whose name the Circle K card was issued.
- Card:** Circle K ROUTEX cards; physical, virtual or both. Circle K cards can be used for purchase of all product types or a defined group of product types on Circle K stores, INGO points of sale, parking operators, toll roads, on certain bridges and ferries and at Routex points of sale.
- Issuer:** Circle K Danmark A/S, (CVR No. 28142412 for domestic usage and Circle K International Card Center AB, org. no SE 556445-9013 for non-domestic usage (hereinafter collectively referred to as “**Circle K**”).
- Virtual card:** Virtual card is a digital means of payment ordered in the Circle K customer portal and added to a Circle K app to one mobile device such as telephone. If there are differences in how physical and virtual cards are handled, this is clearly stated.

## 2. How to use cards

### 2.1 General

The Accountholder undertakes to use the Card for business purposes only.

### 2.2 Card types and uses

A 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 ROUTEX partners and at the stations designated by them at any time – see ROUTEX partners and stations at [www.routex.com](http://www.routex.com). For purchases in Denmark, Circle K Danmark A/S is the product seller and responsible for any product liability. For purchases outside Denmark, Circle K International Card Center AB, Stockholm, is commissionaire for the seller.

Any payment services are provided by Circle K Danmark A/S, as payment service agent for Circle K Norge AS. Circle K Norge AS is responsible for payment services in relation to Accountholders.

A Card can be restricted geographically through Card E-Services, 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).

In addition to purchases at service stations, a Card can also be used to pay for certain 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 a Telepass EETS, AutoPASS tag or BroBizz linked to a 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 the name of a Cardholder as well as the Accountholder. Cards can also be registered to a vehicle registration number or other designation instead of a name. However, the Accountholder 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](http://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. Purchases at payment machines using a Card can only be made using a PIN. The same applies to 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 certain bridges, tunnels parking and other locations can be made without using a PIN or signing a receipt.

Cards issued to a Cardholder 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 Accountholder to make purchases for the vehicle whose registration number is on the card.

Further purchases with a 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.

A 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 a 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](http://www.circlek.dk).

### 3.3 Liability and rules on liability

A 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 an authorised Cardholder. Violation of this will be considered a material breach. A 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 Accountholder 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 a 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 the Accountholder, or after the Cardholder or the Accountholder requests that the Card is blocked. The Accountholder will remain liable for purchases already made using the Card that have not yet been registered on the 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 a Card.

If the Cardholder or the Accountholder requests that a Card is permanently blocked, the Card will be electronically blocked for all purchases.

If the Cardholder or the Accountholder requests that a 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 Accountholder will be liable for these purchases.

Use of a 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 ROUTEX 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 a 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 Accountholder and Circle K.

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

The above terms and conditions may be deviated from in individual agreements between the Accountholder 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](http://www.circlek.dk).

The Accountholder 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 some countries the list price will be invoiced regardless of the pump price. In all other countries the current pump price will be invoiced. When purchasing petrol, the current pump price will be invoiced in most countries.

### **3.5 Electric charging**

When A 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 Accountholder 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](http://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 because 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 Accountholder 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 a 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.

<b>Cost, fees, intrests etc.</b>	
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. Based on this credit assessment, Circle K reserves the right to refuse credit without further justification.

Circle K reserves the right to continuously monitor the Accountholder'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 or the Accountholder.

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 or Accountholder may choose to disclose in connection with the customer relationship.

Circle K processes personal data 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 Accountholder's debt, who will be provided with the necessary information for this collection. Communication between the Accountholder 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 Accountholder. 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](http://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](http://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 and are outside the Cardholder's normal pattern of spending.

Finally, cards will be blocked if the Accountholder 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 Accountholder's credit limit is exceeded or 4) the Accountholder 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 Accountholder 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 Accountholder without notice.

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

Information about new regulations will be provided via the bill sent and on [www.circlek.dk](http://www.circlek.dk).

The current card terms and conditions can be found on [www.circlek.dk](http://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 a Cardholder has used the card within the last six months prior to the renewal date and if the Accountholder does not cancel the account agreement.

All card types are valid for five years.

### **12. Regulatory authority and right of appeal**

As an agent for Circle K Norge AS, Circle K is supervised by the Norwegian 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](http://www.circlek.dk)

Current card terms and conditions are valid from 12 November 2024.