

# CONDITIONS FOR PAYMENT AUTHORISATION

Effective from 1 January 2018

The conditions for payment authorisation apply to payments registered for *Betalingservice* (direct debit), *indbetalingskort* (payment forms) and regular account transfers.

## Danske Bank

- carries out all oral or written payment and transfer agreements on the payment date specified until you terminate the agreements – orally or in writing. If the payment date is a Saturday, Sunday, Danish public holiday, the Friday after Ascension Day, 5 June (Constitution Day), 24 December (Christmas Eve) or 31 December (New Year's Eve), when Danske Bank is closed, payment forms are processed on the following business day. If no payment date is specified on the payment form, payment is executed not later than three business days after we received the form.
- prints and delivers a list of all your payment agreements to you on request.

## What to do

- Fill in and sign all the payment forms you send us. Please also specify the account to which the payment is to be debited.
- Send us the payment forms in the special Danske Giro envelopes by the date specified on the back of the envelope.

If you want to terminate a payment agreement, please inform your branch of this not later than one business day before the payment date specified on the payment form.

The *General conditions for debtors in Betalingservice (direct debit)*, including the conditions for termination of the access agreement, apply to transfers made through *Betalingservice*. Danske Bank is entitled to charge a fee for each payment.

If a payment will result in your account becoming overdrawn, Danske Bank is entitled, but not obliged, to execute the payment. In case of insufficient funds in your account, you should therefore not expect us to execute payments or transfers. If a payment is not executed because of insufficient funds in your account, we send you a copy of the payment form, if any. This is subject to a fee.

We do not execute payments or transfers if the account to be debited is blocked or closed.

Our fees and charges appear in a list of charges available at all our branches and at [danskebank.dk/priser](http://danskebank.dk/priser) (in Danish only).

We send account statements showing executed payments to you on a regular basis.

## General conditions for debtors in *Betalingservice* (direct debit)

### 1 What is *Betalingservice*?

With *Betalingservice*, you can pay bills in Danish kroner to creditors registered for direct debit. Once you have entered into a payment agreement with your creditor, the creditor is authorised to collect payment from your account.

*Betalingservice* is designed for regularly recurring payments, but it can also be used for executing one-off payments and paying refunds into your account.

## 2 Definitions

### 2.1 Creditor

The creditor is the business to which you pay according to the payment agreement.

### 2.2 Debtor

You are the debtor who pays according to the payment agreement.

### 2.3 Nets

Nets A/S, CVR No. 20 01 61 75, Lautrupbjerg 10, DK-2750 Ballerup, is the business that provides the *Betalingservice* product. As a payment services provider, Nets is under the supervision of the Danish Financial Supervisory Authority. You can contact Nets regarding *Betalingservice* in two ways. You can contact Nets's customer service either by telephone or by using a contact form. Both are available on the [betalingservice.dk](http://betalingservice.dk) website.

### 2.4 Access agreement

An access agreement is an agreement between you and your bank that authorises you to execute payments through *Betalingservice*.

### 2.5 Payment agreement

A payment agreement is an agreement between you and a creditor that authorises the creditor to collect payment from you through *Betalingservice*.

### 2.6 Payment summary

The payment summary lists next month's payments from your account. You receive the

summary in the form agreed with your bank, that is, digitally or by physical post.

### 2.7 Digital payment information

Digital payment information is payment information delivered digitally to your online banking or mobile banking service and/or to your digital mailbox, for instance e-Boks. Digital payment information contains, for instance, a notice from your creditor and any enclosures that supplement the payment summary.

### 2.8 Business day

Business days are all days except Saturdays, Sundays, Danish public holidays, Friday after Ascension Day, 5 June (Constitution Day), 24 December (Christmas Eve) and 31 December (New Year's Eve).

### 2.9 Payment date

The payment date is the date on which an amount is debited to your account. Payments are executed on business days only.

### 2.10 Refusal

If you refuse a payment, the system will not execute the transaction. You can refuse a future payment in accordance with the provisions in item 9.

### 2.11 Return of a payment

A payment can be returned from the creditor's account to your account. You or your bank may request the return of an executed payment in accordance with the provisions in item 9.

### 3 Registration for *Betalingservice*

In order to execute payments through *Betalingservice*, you must enter into an access agreement with your bank. The access agreement may be incorporated into your agreement with your bank regarding the payment account you want to use for *Betalingservice*.

Please contact your bank if you wish to use *Betalingservice*. Your bank is not obliged to enter into an access agreement with you but will make a decision following an individual assessment.

Once you have entered into an access agreement with your bank, you can make payment agreements at any time.

If you do not have an access agreement, we are entitled to return any payments that may already have been executed and to terminate any payment agreements in accordance with the provisions in item 9.3.

### 4 Payment agreements

#### 4.1 Effect of payment agreements

A payment agreement authorises the creditor to collect payment from your account on the payment date specified by the creditor.

#### 4.2 Concluding payment agreements

You can

- enter into a payment agreement with a creditor, who registers the agreement with Nets

- enter into payment agreements with creditors through your bank, for instance in your online banking service
- enter into a payment agreement by clicking a link on the creditor's website to a sign-up form on the Nets website
- enter into payment agreements with creditors in Nets's *Betalingservice App*

The payment summary lists any new payment agreements.

The agreement will not be effective until it is registered in the payment summary. Until then, you will have to pay your creditor in another way.

#### 4.3 Identification and approval

If you enter into a payment agreement digitally, you must identify yourself and approve the agreement using your NemID. Once you have done so, identification and approval will not subsequently be required to execute each payment.

If the payment agreement is not entered into digitally, the creditor or your bank must be able to provide proof of your identity and approval.

See item 9 below for additional information about your options for refusing or returning payments.

#### 4.4 New account number

If you want to change the account number registered for a payment agreement, you must contact your bank. If the reason for changing the account number is that you are transferring accounts and facilities to another bank, you must contact your new bank.

#### 5 Consent to the processing of personal data

You consent to Nets collecting and processing your personal data in accordance with the privacy policy of *Betalingservice* available on the **Error! Hyperlink reference not valid. FAQ for private** (in Danish only). The policy also describes your rights.

You may revoke your consent at any time, but doing so will mean that you cannot use *Betalingservice*. Your revocation of consent will be regarded as your notice of termination of the access agreement (see item 12).

#### 6 Pre-notification in *Betalingservice*

##### 6.1 Payment summary

If payments fall due next month, you receive one or more payment summaries.

As a general rule, you receive the payment summary digitally. It may be possible to receive the payment summary in print, depending on what your bank offers.

If you have opted for a digital payment summary only, please see item 7 on the rules on digital payment information.

##### 6.2 Receipt of the payment summary

If you have opted to receive digital payment summaries, they are available in your online banking or mobile banking service and/or your

digital mailbox before the beginning of the next month.

If payments fall due next month, you receive printed payment summaries before the beginning of the next month, assuming regular postal delivery services.

##### 6.3 Contents of the payment summary

The payment summary specifies the amount, payment date, creditor's name and payment details that make it easy for you to identify the payment.

Additional documents with information from your creditor may be enclosed with the payment summary.

##### 6.4 The payment summary as an invoice

The payment summary and any enclosures may replace an invoice. The same applies to digital payment information.

##### 6.5 Copies of printed payment summaries

You can ask your bank for a copy of a payment summary. Your bank can provide information

about a payment in the transaction year and the following five calendar years.

Your bank can inform you about the fee for this service.

## 7 Digital payment information

### 7.1 Access to digital payment information

Your online banking or mobile banking service and/or your digital mailbox store digital payment information at least from the month in which payment is executed and for the following 13 months.

On request, your bank and your digital mailbox provider will inform you for how long digital payment information is stored in your online banking service and your digital mailbox, respectively.

If you need to store digital payment information beyond that period, your bank and/or your digital mailbox provider can inform you of your storage and printing options. They can also tell you what to do if you want to change bank.

### 7.2 Your obligations under the agreement on digital payment information

You are responsible for checking that you actually receive the payment summary and any additional payment information, for instance a notice from your creditor and any enclosures that supplement the payment summary.

You must contact your bank as soon as possible if you have not received the digital payment summary you expected at the beginning of the month or your equipment fails to receive digital information. Your bank will then resend the payment information digitally or in printed form.

If you fail to contact your bank as soon as possible, you may not have the option of refusing a payment (see item 9.1).

You are responsible for ensuring that your own equipment (computer, software, internet connection, etc.) is set up to receive digital payment information. You are also responsible for failure by your internet service provider to keep your internet connection open.

## 8 Payment execution

### 8.1 Funds in your account

Your account must hold sufficient funds on the payment date. If the funds in your account are insufficient on a payment date, your bank is entitled to return all payments made on that date in accordance with the provisions in item 9.3.

### 8.2 Payment execution date

A payment is debited to your account on the payment date specified by the creditor in the payment summary.

### 8.3 Specification of payment date

The creditor must specify the payment date in accordance with your agreement. You and your creditor must agree on changes to payment dates.

### 8.4 Payment and receipt

Collection of payment through *Betalingservice* will discharge you from your obligations to your creditor.

An account statement specifying the payment is considered evidence of execution. This does not apply, however, if the payment is subsequently returned.

### 8.5 Maximum execution time

The maximum total execution time is one business day.

## 9 Refusal and return of payments

### 9.1 General deadline

During the first seven days of the month of payment, you may refuse a future payment or request the return of a payment executed in the month in question.

For example, if the payment summary specifies that a payment falls due on the 25th day of the month, you must refuse the payment on the 7th day of the month of payment at the latest.

If the payment has already been executed, the amount is debited to the creditor's account and credited to your account. The list of account entries will show the return.

You can refuse or request return of the full amount only.

Only the payment in question is refused or returned – not future payments under the payment agreement. If you want to stop all future payments, you must terminate your payment agreement in accordance with item 11.1 or terminate your access agreement if you do not wish to use *Betalingservice* anymore (see item 12.1).

### 9.2 How to refuse/request the return of payments

If you want to refuse or request the return of a payment, you must notify your bank on the 7th day of the month at the latest.

You can notify your bank digitally in your online banking service, by letter or in another way as agreed with your bank.

### 9.3 Your bank's return of payments

Your bank can return a payment already executed if

- your account does not hold sufficient funds on the payment date and the sum to be paid exceeds DKK 1,000
- you have not entered into an access agreement with your bank
- your bank has terminated the access agreement before the payment date
- the payment agreement no longer exists because your account relationship with your bank has ended before the payment date
- payment data or processing is defective

Nets must receive your bank's request for return two business days after the payment date at the latest. If given timely notice, Nets will make sure that the full amount is debited to your creditor's account and credited to your account.

Your bank will notify you once the payment has been returned.

#### 9.4 Expiry of deadlines

If the deadline for refusal or request for return of a payment is a non-business day, the actual deadline is the next business day.

### 10 Disputing payments

#### 10.1 Unauthorised and defective payments

Payments are unauthorised if no valid payment agreement exists.

Payments are defective if they are not registered and booked correctly or if they are affected by technical failure or similar failure caused by Nets or your bank, for example a discrepancy between the amount notified and the amount booked.

#### 10.2 Your options

You may submit a claim to your bank stating that

- the payment in question is defective, or
- a payment is unauthorised because you do not have a *Betalingservice* agreement

with the creditor for the payment in question.

If you consider an executed payment to be defective or unauthorised, you should contact your bank as soon as possible after detecting the error, and not later than 13 months after the payment date.

If the payment is defective or unauthorised, your bank will ensure the return of the full amount. Your position will be the same as before the payment was executed.

#### 10.3 Expiry of deadlines

If the deadline for submitting a claim is a non-business day, the actual deadline is the next business day.

### 11 Termination of payment agreements

#### 11.1 Your termination of a payment agreement

You can notify your bank or a creditor at any time that you want to terminate a payment agreement.

#### 11.2 Effective date of termination

Your termination of a payment agreement will take effect as soon as possible and not later than three business days after Nets's receipt of your termination from your bank or your creditor.

#### 11.3 Expiry of payment agreements due to inactivity

A payment agreement may expire if the agreement has been inactive for a period of 15 months. Your payment summary will notify you of the expiry.

#### 11.4 Expiry on termination of access agreement

If your bank terminates your access agreement (see item 13.2), all payment agreements under the access agreement will expire.

#### 11.5 Deregistration from *Betalingservice* by the creditor

If your creditor deregisters as a *Betalingservice* creditor, your payment agreement with the creditor automatically expires.

### 11.6 Effect of termination and expiry

If a payment agreement has been terminated or has expired, your creditor can no longer collect payment from you through *Betalingservice*. Payments pending but not yet executed will not be executed.

Your payment summary will show terminated and expired payment agreements.

## 12 Your termination of the access agreement

### 12.1 Termination without notice

You may terminate your access agreement with your bank in writing at any time.

### 12.2 Effect of your termination

On termination, all payment agreements under the access agreement will expire. Consequently, your creditors cannot collect payments from you through *Betalingservice*.

Payments listed in the payment summary will not be executed if they fall due for payment after the expiry of the access agreement.

### 12.3 Effective date of termination

Your termination of the access agreement will take effect as soon as possible, and not later than three business days after your bank's receipt of your notification of termination.

## 13 Your bank's termination of the access agreement

### 13.1 Notice of termination by your bank

Your bank may terminate your access agreement by giving at least two months' written notice.

Your bank may terminate the access agreement without notice in the event of default on your part. In such case, you will be informed in writing of the reason for termination of the agreement. An example of material default is your failure, on several occasions, to ensure sufficient funds in your account (see item 8.2).

### 13.2 Effect of termination of the access agreement

On termination of the access agreement, all payment agreements under the access agreement will expire. Consequently, you cannot use *Betalingservice* to pay your creditors.

### 14 Your bank's failure to meet obligations

If *Betalingservice* does not execute a payment because your bank has become subject to reconstruction or insolvency proceedings, the creditor is entitled to collect payment from you in another way.

The creditor is not entitled to claim that you have defaulted on your obligations unless you fail to execute payment within the new deadline set by the creditor.

## 15 Your bank's liability

Your bank is liable for too late or defective performance of its contractual obligations resulting from error or negligence.



Even in areas of increased liability, your bank is not liable for losses arising from

- breakdown of or lack of access to IT systems or damage to data in these systems due to any of the events listed below and regardless of whether your bank or a third-party supplier is responsible for the operation of these systems
- power failure or a breakdown of the bank's telecommunications, legislative or administrative intervention, acts of God, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking) strikes, lockouts, boycotts or picketing, regardless of whether the bank or its organisation is itself a party to or has started such conflict and regardless of its cause - this also applies if the conflict affects only part of the bank
- other circumstances beyond the bank's control

The bank is not exempt from liability if

- the bank ought to have foreseen the cause of the loss when the agreement was entered into or ought to have avoided or overcome the cause of the loss
- under Danish law, the bank is liable for the cause of the loss under any circumstances

### 16 Charges

On request, your bank will inform you of current *Betalingservice* charges.

Some creditors require payment for the use of *Betalingservice*. Contact your creditor for information on charges.

### 17 Changes to and issue of conditions

#### 17.1 Notice of changes

Changes to these conditions to your disadvantage are subject to two months' notice. Other changes may take effect without prior notice. You will be notified of any changes by e-

mail, physical post or in your online banking service.

#### 17.2 Approval of changes

You are assumed to have approved the changes notified unless you inform your bank that you do not want to be bound by the revised conditions. If you cannot approve the changes, your access agreement will terminate when the changes take effect, at the latest.

#### 17.3 Issue of conditions

Your bank can reissue this document with *General conditions for debtors in Betalingservice (direct debit)* to you at any time.

### 18 Law, jurisdiction and disputes

These conditions are governed by Danish law.

You can contact Nets if you wish to complain about Nets or Nets products.

For complaints about the creditor's collection, contact the creditor.

Disputes concerning your bank or your creditor's bank may be brought before the Danish Complaint Board of Banking Services or the ordinary courts in the jurisdiction of your bank's domicile.

Disputes relating to Nets's role as a payment services provider may be brought before the Danish Financial Supervisory Authority.

Nets is authorised to operate as a payment institution under the Danish Financial Supervisory Authority's FSA No. 22002.

### **19 Language**

This is a translation of the original version of the *General conditions for debtors in Betalingsservice (direct debit)* in the Danish language. All communication with you will be in Danish.