

# Terms and conditions for MobilePay

## Consumers

**Effective from 15 December 2020**

### **Introduction**

MobilePay is a mobile payment solution, which is offered in Denmark and Greenland by MobilePay Denmark A/S ('MobilePay Denmark'). You can link other functions that we offer in MobilePay to your user profile. At [mobilepay.dk](https://mobilepay.dk), you can read about how the app works and how to switch certain functions on/off. MobilePay Denmark may continually change and/or adjust the functions of MobilePay.

MobilePay Denmark's terms and conditions apply to MobilePay users in Denmark and in Greenland.

As the Danish and Greenlandic rules of law differ in certain areas, some terms and conditions will apply differently to Danish and Greenlandic users. Such differences will be specified in the relevant sections. You should be aware of this if you are a Greenlandic MobilePay user. A Greenlandic MobilePay user means a user with a Danish CPR number, a Danish mobile number (including a Greenlandic mobile number modified for use in Denmark), a Danish or Greenlandic bank account and residing and having their postal address in Greenland (i.e. postal codes 3900-3999). It is the user's current residential address and postal address at the time that determines if references to legislation, applicable rules of law, regulatory requirements or authorities are to be read and construed as a reference to Danish or Greenlandic legislation, applicable rules of law, regulatory requirements and authorities.

Please note, if you are a Greenlandic MobilePay user and you move your residential address and postal address to Denmark, you will then be considered a Danish MobilePay user. If you are a Danish MobilePay user, and you move your residential address and your postal address to Greenland, you will then be considered a Greenlandic MobilePay user.

**The terms and conditions are divided into the following sections:**

**Section A:** Joint terms and conditions for all services and functions.

**Section B:** Paying with MobilePay.

**Section C:** Paying with your card via MobilePay online.

**Section D:** The 'Receipts' function.

**Section E:** The 'Memberships' function.

**Section F:** The 'Receive bills' function.

**Section G:** The 'Connect' function.

**Section H:** The 'Payment agreements' function.

**Section I:** MobilePay Box (e-money), including when paying with MobilePay Box.

**Section J:** Money gifts with MobilePay (e-money)

**Section K: Gift cards via MobilePay**

We register and use data about you to provide you with the best advice and solutions, and to comply with the legal requirements we are subject to as an e-banking institution. You can read more about what we register, how we use personal data and your rights in 'Information about MobilePay Denmark's processing of personal data', available at <https://mobilepay.dk/hjaelp/gdpr>.

The information contains contact details if you have any questions, and you can also obtain it in printed form.

By using our payment services, you automatically consent to our processing of your personal data. You can read this consent in section A14.

## **A. Joint terms and conditions for all services and functions**

### **A1. Parties to the agreement**

When you register with MobilePay, you enter into an agreement with MobilePay Denmark A/S, Vester Søgade 10, 6., 1601 Copenhagen V, Denmark. CVR no.: 38 29 21 88. Our email address is: [info@mobilepay.dk](mailto:info@mobilepay.dk).

### **A2. What do you need in order to register with MobilePay?**

To register, you must have

- A mobile device (e.g. smartphone or tablet). You can see which operating systems can be used at [mobilepay.dk](https://mobilepay.dk).
- A Danish mobile phone number or a Greenlandic mobile phone number modified for use in Denmark – please note that if you have an unlisted

phone number, this will be shown to other MobilePay users when you use MobilePay

- A credit card or debit card issued in Denmark or Greenland which we accept for use in MobilePay. The card must have been issued to you and it must not be blocked for online use. You can see the cards we currently accept at [www.mobilepay.dk](http://www.mobilepay.dk)
- A Danish or Greenlandic bank account in your name on which you can receive money ('beneficiary account')
- An email address.

In addition, you must state your name and civil registration (CPR) number when registering. Your civil registration number can only be linked to one MobilePay agreement. This means that you can only enter into one MobilePay agreement and link one mobile number to the agreement.

We use your civil registration number to identify you as a MobilePay user. We use the Danish Central Office of Civil Registration to check information about your name and civil registration number and to retrieve your address.

In some situations, we may also ask you to use your NemID with OCES certificate when registering. You may also be requested to use NemID with OCES certificate in a few other situations. You will always be informed when we request you to use NemID, including why you must use NemID. Read more at [mobilepay.dk/hjaelp/mobilepay-til-private/sikkerhed/hvorfor-nemid](http://mobilepay.dk/hjaelp/mobilepay-til-private/sikkerhed/hvorfor-nemid).

You must be at least 13 years old and have your own payment card to register.

If you are under 16 years of age, your parents/guardians must consent to you disclosing your civil registration number to register with MobilePay. MobilePay Denmark is entitled to block access to MobilePay if this is not observed.

### **A3. Registering as a MobilePay user**

Before you can use MobilePay, you will need to register as a user by following the instructions in the app.

After you have registered, you can link a total of ten of your payment cards/payment accounts ('sender accounts') with which you will be able to

transfer amounts to MobilePay Denmark. You can yourself choose which card or sender account you want to use for the transfer to MobilePay Denmark. If you have linked more than one card to MobilePay, MobilePay will, as a general rule, use the card that you have chosen as your primary card. Please note you must always have at least one card linked to MobilePay. Please also note that you can only link sender accounts if your bank supports this.

Please note that you can only register one bank account as a beneficiary account.

Please note that when you link a payment card to MobilePay, you will need the internationally recognised security standard 3D Secure. This means that you must enter a code that you receive by text message on the mobile number you have linked to the payment card. If you have not linked your mobile number to your card, your card issuing bank can help with this.

If you link a sender account to MobilePay, you must use your NemID with OCES certificate. Please note that it is only possible to link sender accounts created with a bank that has entered into an agreement with MobilePay Denmark to distribute MobilePay.

You can see a list of banks that have entered into an agreement with MobilePay Denmark to distribute MobilePay at [mobilepay.dk/hjaelp/partnerbank-oversigt](https://mobilepay.dk/hjaelp/partnerbank-oversigt).

Your general identification level determines the amount limits applicable to your use. Read more under B2.1. and [mobilepay.dk](https://mobilepay.dk) [here](#).

#### **A4. Activation code and personal password**

When you register in MobilePay, you will need to confirm your mobile number with an activation code sent to you and create a personal password that must not be identical to the PIN on the card you are registering. We also recommend that you do not use a password with identical or consecutive numbers, or the same password with which you unlock your mobile device.

Once you have opened the app, you do not need to use your personal password to send money, make an online card payment via MobilePay or to buy or send e-money, unless you have performed a prior action connected

with the entered password (e.g. if you change your beneficiary account). If you need to make more than one payment shortly after each other, you may be asked to enter your password for each of the following payments. If your mobile device supports it, you can subsequently activate your fingerprint or use facial recognition instead of the 4-digit password. You should be aware that all fingerprints/facial recognitions linked to your mobile device can be used to log on to MobilePay and use the functions. You are therefore obliged to ensure that you have only activated your own fingerprints and your own facial recognition if you want to use them instead of the 4-digit password for access to MobilePay. MobilePay does not store your fingerprints or facial recognition.

#### **A5. Other obligations etc.**

You have a duty to ensure that the details you provide are correct and updated at any given time. This includes card, account and mobile numbers and email address. You are thus responsible for ensuring that the information is correct.

Your MobilePay is personal and may be used only by you. You must not disclose your passwords to others, write them down or save them on your mobile device.

MobilePay must not be used for illegal activities or purposes. MobilePay must not be used for activities and purposes that MobilePay Denmark deems to be morally or ethically questionable or which could harm our image or brand. If you fail to comply with this, we will regard it as material breach of your agreement with MobilePay Denmark. In such a situation, we may terminate your agreement. Read more about this under section A8.2.

MobilePay must not be used for commercial purposes. If we find that this is the case, we will regard it as material breach of your agreement with MobilePay Denmark. In such a situation, we will terminate your agreement. Read more about this under section A8.2. Merchants must use MobilePay for Businesses (read more [here](#)).

You may link a company card to your MobilePay if the card has been issued to you. You are yourself responsible for ascertaining whether your employer permits you to link the card to MobilePay and whether you are using the card in accordance with the terms and conditions that apply to your company card. MobilePay Denmark does not check this. Please note, however, that the

requirement that MobilePay must not be used for commercial purposes still applies.

MobilePay must not be used for public fundraising campaigns without MobilePay Denmark's prior written approval.

You must not use MobilePay in a way that harasses other MobilePay users. If we find that this is the case, we will regard it as material breach of your agreement with MobilePay Denmark. In such a situation, we may terminate your agreement. Learn more about termination in section A8.

You are yourself responsible for ensuring that the mobile number, MobilePay payee number etc. to which you send money via MobilePay belong to the intended payee, and you must verify that the amount is correct. The same applies if you pay with e-money from your MobilePay Box or with your MobilePay money gift. This also applies if you pay with your payment card via MobilePay. You are also yourself responsible for providing the correct mobile number to persons and merchants who want to transfer funds to you, and you must ensure that you have linked the right (beneficiary) account to your MobilePay.

You must not use MobilePay for payment/transfers, including for purchase of e-money, if you are aware that there is no cover for the payment.

To prevent unauthorised use of MobilePay, you must store your mobile device so that others cannot gain unauthorised access to it. If possible, you should lock your device with a password or keypad lock. Do not disclose the password to third parties.

You are obliged to identify yourself further to MobilePay Denmark if so required by law.

If you stop using the mobile device on which you have downloaded MobilePay, for whatever reason, you must delete the app on it. The app will work on the mobile device you use instead – provided that you are using the same mobile number. Please also be aware of section A8.1 on termination.

**Please note:** If you have chosen to use assistants based on speech recognition (e.g. Siri) or patterns of use, this means that information about your

use of MobilePay, including payees, amounts and messages, is sent to the provider of the assistant. Your own use of any assistant determines what information is sent. MobilePay does not send any information.

## **A6. Worth knowing about the right of cancellation**

According to the Danish Consumer Contracts Act (*Forbrugeraftaleloven*) and decree on the entry into force for Greenland of act on certain consumer contracts you may rescind from this agreement within 14 days of registering with MobilePay – see, however, below.

### **A6.1. Applicable to Danish users**

Generally, the right of cancellation period runs from the day on which you receive the service agreed. However, this only applies if you concurrently receive the information you are entitled to under the Danish Consumer Contracts Act, including information about your right of cancellation and about the product you have ordered. Otherwise, the cancellation period runs from the day you receive the information.

If the last day of the cancellation period is a Saturday, a Sunday, a public holiday, 5 June, 24 December, 31 December, or the Friday after Ascension Day, you may exercise your right of cancellation on the following weekday.

Your right of cancellation will lapse before expiry of the cancellation period of 14 days if the agreement has been fully performed by both you and MobilePay Denmark at your express request. This is often the case with payment transfers, for example. NB: This means that once you have used services in MobilePay, including transferred amounts with/via MobilePay or received amounts, you cannot rescind from the agreement.

Once the right of cancellation period has expired, the agreement may be terminated in accordance with these terms and conditions.

If you wish to cancel the agreement, simply call (+45) 45 144 447 or write to MobilePay Denmark before the expiry of the deadline and state that you wish to exercise your right of cancellation.

If you want proof that you have exercised your right in time, you can, for example, send a letter by registered mail and retain the receipt.

You can also use the cancellation form available on [mobilepay.dk/hjaelp/klager-og-indsigelse](https://mobilepay.dk/hjaelp/klager-og-indsigelse).

You will then receive an acknowledgement of receipt of the form by email.

## **A6.2. Applicable to Greenlandic users**

At the end of these terms and conditions, you can find a Greenlandic translation of the information which according to the Greenlandic Consumer Contracts Act is to be available in Greenlandic.

## **A7. Blocking**

### **A7.1. MobilePay Denmark's blocking of MobilePay**

MobilePay Denmark has the right to block your access to use MobilePay for security reasons and/or on suspicion of unauthorised use without notice, including if:

- The card(s) or account(s) linked to MobilePay is/are closed or blocked.
- The conditions for MobilePay are not complied with and this entails a risk to security or a risk of unauthorised use.
- There has been unauthorised or suspected unauthorised use of the mobile number linked to MobilePay.
- There has been unauthorised or suspected unauthorised use of MobilePay by a third party.
- You have received money via MobilePay that has not been authorised by the MobilePay user from whom the money has been transferred, or if we otherwise suspect that unauthorised transfers have been made from your MobilePay. Read more about blocking MobilePay Box under section I13.

In addition, we may block access to MobilePay without notice if you are fully or partly subject to sanctions from Danish or Greenlandic authorities, the EU or the UN; see the Danish Ministry of Foreign Affairs' list of sanctions or the like (e.g. US authorities such as the Office of Foreign Assets Control).

We may also block access to MobilePay without notice if you do not provide MobilePay Denmark with the information that MobilePay Denmark is required to obtain from you in accordance with current legislation, e.g. in accordance with the Danish Anti-Money Laundering Act (*Hvidvaskloven*) or



the Danish Tax Control Act (*Skattekontrolloven*).

If we block your MobilePay access, we will notify you in advance of the cause and the date and time of the blocking or, if this is not possible, immediately afterwards, unless this will prejudice security.

### **A7.2. Your blocking of MobilePay**

You must contact us as soon as possible to block your MobilePay if:

- The mobile device with MobilePay installed, SIM card and/or the linked payment card(s)/details is/are lost or stolen – or if you suspect this.
- You discover or suspect unauthorised use of your MobilePay.

You can block your MobilePay around the clock by calling us on (+45) 45 144 447 and stating your mobile number. We will then block access and send you a confirmation email containing the reason, the date and time of the blocking.

### **A8. Termination with and without notice**

#### **A8.1. Your termination of MobilePay**

You may terminate your MobilePay agreement with MobilePay Denmark in writing or by telephone without notice. If you transfer your mobile number or cancel your telephone subscription, it is especially important that you change your mobile number in MobilePay or terminate your MobilePay agreement in advance. Please note that it is not sufficient to delete the app in order to terminate your agreement with us.

#### **A8.2. MobilePay Denmark's termination of MobilePay with or without notice**

MobilePay Denmark may terminate the MobilePay agreement with two months' notice. We can also terminate the agreement with two months' notice, unless otherwise stated in relevant legislation, if we assess that we cannot comply with Anti Money Laundering legislation or other relevant legislation, for example if you do not provide us with the information that we request.

In the event of breach, we may terminate the agreement without notice.

If you permanently take residence in a country included on the European Commission's list of high-risk third countries, we may terminate the agreement

without notice. You can read more about the list of high-risk countries on the European Commission's website under 'EU policy on high-risk third countries'.

If you have not used MobilePay for six months, we reserve the right to terminate your MobilePay agreement.

Our termination must be objective and the reasoning will be mentioned in the termination that we send you.

### **A9. Fees and charges**

MobilePay Denmark currently does not charge any fee for registration or termination of MobilePay. Nor does MobilePay Denmark charge a fee for the use of MobilePay for online card payments – but the merchant with which you shop may charge a fee. You must pay the costs to your telecommunications provider for the use of your mobile device, and your card issuer may charge a fee for your card use. The same applies if the bank with which you have a linked account charges a fee for use of the account.

If we introduce fees for your use of MobilePay, you will be notified thereof through a notification about changed terms and conditions at two months' notice.

However, if we introduce new functions, features, products or services, these may be subject to fees from the start without you receiving any notice of changed terms and conditions. You will always be informed about the fee before you register for the function, feature, product or service. You will also be able to see any fees for the individual functions, features, products or services in the MobilePay app and on [mobilepay.dk](https://mobilepay.dk).

We charge fees for the use of MobilePay Box – see more under section I2. We do not charge fees for use of money gifts with MobilePay, but we charge for the digital gift wrapping – see more under sections J1 and J3.

### **A10. Changes**

You will be notified in your MobilePay app if we change the terms and conditions. We may change the terms and conditions without notice if the changes are to your advantage. If not, you will be notified at two months' notice. You can read the terms and conditions in your app or at [mobilepay.dk](https://mobilepay.dk), from which you can also print, download or email them.

If you do not wish to be covered by the new terms and conditions, you must notify us before the new terms and conditions enter into force. If you notify us that you do not wish to be covered by the new terms and conditions, we will consider the MobilePay agreement to be terminated from the date on which the new terms and conditions enter into force. If we do not hear from you, we will regard it as your acceptance of the changes.

## **A11. Intellectual property rights and licence**

### **A11.1. Intellectual property rights**

All copyrights, trademarks and other intellectual property rights to and pertaining to MobilePay products and their functions are the property of MobilePay Denmark or our licensors. You must not reproduce, copy, display, assign, publish or use these intellectual property rights or the MobilePay products in any way whatsoever, except to the extent necessary to use the MobilePay products as provided in these terms and conditions. However, you may download and copy information and material on MobilePay's website for your own personal use.

### **A11.2. Licence to the MobilePay app**

You acquire a non-exclusive and non-assignable licence to use the MobilePay app as provided in these conditions on any smartphone or tablet (IOS or Android) that you own or control. You must not distribute, rent, lease, lend, sub-licence, transfer, sell, or make the MobilePay app available over a network. Nor are you allowed to attempt to derive the source code, modify or create derived works of the MobilePay app.

## **A12. Recording of telephone calls etc.**

MobilePay Denmark reserves the right to record and/or register all telephone calls (both when you call us and when we call you) and other communication with us. We do this to document the content of the call/communication, including for administrative use. The recording/registration is for our own use only, including in relation to any legal proceedings.

## **A13. Communication**

The agreement is entered into in Danish and our communication is conducted in Danish, regardless of whether you are a Danish or Greenlandic user.

As a starting point, you receive all notifications under this agreement in your MobilePay app. In certain situations, we will also use the email address you have provided.

#### **A14. Consent to processing of personal data when you use payment services**

When downloading MobilePay and accepting 'Terms and conditions for MobilePay', you also consent to MobilePay Denmark processing personal data about you when you use the payment services we provide in MobilePay.

The personal data processed is information such as name, address, civil registration (CPR) number, phone number, information about payment transactions, including where you have used your MobilePay, to whom you have transferred money or from whom you have received money and how you use MobilePay.

We may disclose data about your civil registration number to the bank with which you have your registered bank account (beneficiary account) so that the bank can verify and inform MobilePay Denmark that the account belongs to you and can be used for payments. We may disclose data about your civil registration number to the bank with which you have a registered bank account (sender account) so that the bank can verify and inform MobilePay Denmark that the account belongs to you and can be used for payments. We may disclose data about your civil registration number as well as parts of your card number to the bank that issued the payment card, so that the bank can verify and inform MobilePay Denmark that the card belongs to you and that the card and the account linked to the card can be used for payments.

Data may be disclosed to acquirers, banks in Denmark and Greenland and any relevant beneficiaries.

The data is used to provide the payment services we offer, including to execute payment transactions, generate transactions and make entries, generate entry summaries, submit statutory reports to public authorities, such as the taxation authorities and the Danish Financial Supervisory Authority, and make digital self-service solutions available to you.

The data is processed in line with our 'Information about MobilePay Denmark's processing of personal data', which can be found at

[mobilepay.dk/hjaelp/gdpr](https://mobilepay.dk/hjaelp/gdpr).

You may withdraw your consent at any time, for example by writing to [mobilepay@mobilepay.dk](mailto:mobilepay@mobilepay.dk), but this will mean that you can no longer use MobilePay.

#### **A15. Our notification of unauthorised use and security threats**

We will contact you if we suspect or discover unauthorised use of the agreement. We will also contact you if we become aware of any potential security threats. We will contact you in a secure manner, such as by email or telephone. Please note that, in these situations, we will not ask you to disclose sensitive data such as your personal password for the app or an activation code. In some cases, we may also issue information about general security threats through other channels, e.g. via social media.

#### **A16. Business partners**

In some cases, MobilePay Denmark receives commissions or other forms of consideration when we sell a business partner's products or refer customers to another enterprise. You can receive information about our business partners by contacting us or at our website [mobilepay.dk](https://mobilepay.dk).

#### **A17. MobilePay Denmark's liability for damages**

Here you can read more about MobilePay Denmark's liability for damages. You should be aware that, under the individual sections of the various functions/services, there may be special reservations about MobilePay Denmark's liability.

MobilePay Denmark is liable for damages for late or defective performance of our contractual obligations resulting from error or negligence.

Even in areas in which stricter liability applies, MobilePay Denmark is not liable for losses arising from

- Breakdown of or lack of access to IT systems or damage to data in these systems attributable to any of the events listed below regardless of whether MobilePay Denmark or a third-party supplier is responsible for the operation of these systems, power failure or breakdown of MobilePay Denmark's power supply system or telecommunications, statutory intervention or administrative acts, acts

of God, war, revolution, riot, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking).

- Strikes, lockouts, boycotts or picketing, regardless of whether MobilePay Denmark or its organisation is itself a party to or has started such an industrial dispute and regardless of its cause. This also applies if the dispute affects only parts of MobilePay Denmark.
- Other circumstances beyond the control of MobilePay Denmark.

MobilePay Denmark is not exempt from liability if:

- MobilePay Denmark 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 (for Danish users) or Greenlandic (for Greenlandic users) law, MobilePay Denmark is liable for the cause of the loss under any circumstances.

Please be advised that MobilePay Denmark is not liable for any defects or deficiencies in the goods or services for which you pay using MobilePay, from MobilePay Box or with your payment card via MobilePay. MobilePay Denmark accepts no liability for the fundraising campaigns to which you make contributions using MobilePay. If you have any complaints regarding the delivered goods, services or fundraising campaigns, you must contact the seller and/or the fundraiser.

MobilePay Denmark does not undertake any liability for the conduct of the seller/fundraiser in general.

#### **A18. Governing law and venue**

The agreement and any dispute arising out of the agreement are governed by Danish law and such disputes must be heard by Copenhagen District Court or the jurisdiction of the defendant's domicile unless otherwise provided by absolute consumer rights in Denmark or Greenland. This applies without consideration for rules in international private law which may lead to the application of other law than Danish law.

#### **A19. Supervisory authority**

MobilePay Denmark is authorised by and under the supervision of

Finanstilsynet (the Danish Financial Supervisory Authority)  
Århusgade 110  
DK-2100 Copenhagen Ø  
Tel. +45 33 55 82 82  
[finansstilsynet.dk](http://finansstilsynet.dk)

The Danish Financial Supervisory Authority has registered MobilePay Denmark's licence under FSA no. 40505.

Furthermore, the Consumer Ombudsman and the Danish Competition and Consumer Authority supervises compliance with certain statutory provisions under the Danish Payments Act (*Lov om betalinger*). For Greenlandic users, the Greenlandic Consumer and Competition Authority supervises compliance with certain consumer-related statutory provisions under the Greenlandic marketing practices law.

#### **A20. The Guarantee Fund (Garantiformuen)**

As a MobilePay user, you are not covered by the Guarantee Fund. Your bank will normally be covered by the Guarantee Fund. Banks with a Danish licence for banking activities are automatically covered by the Guarantee Fund.

#### **A21. Complaints**

You can always contact MobilePay Denmark if you disagree with us. You can also call us on tel. (+45) 45 144 447. In this way, we make sure that such disagreement is not based on a misunderstanding.

If you still disagree or are still dissatisfied with the result, you must write to [klage@mobilepay.dk](mailto:klage@mobilepay.dk)

If such request to MobilePay produces a result that is not satisfactory to you, you may lodge a complaint with the Danish Financial Complaint Board at <https://fanke.dk>, Det finansielle ankenævn, Store Kongensgade 62, 2. sal, DK-1264 Copenhagen K, tel. no. (+45) 35 436 333.

You can also lodge a complaint with the authorities supervising MobilePay Denmark's compliance with the Danish Payments Act. Read more about this under section A19.

You can contact the Danish Consumer Ombudsman at

<mailto:forbrugerombudsmanden@forbrugerombudsmanden.dk>,  
Forbrugerombudsmanden, Carl Jakobsens Vej 35, DK-2500 Valby.

You can contact the Danish Competition and Consumer Authority via [kfst.dk](http://kfst.dk).

If you are a Danish user, you can also lodge a complaint with the European Commission's European Online Dispute Resolution (ODR) platform. This is particularly relevant if you are a consumer and live in another EU member state. If you contact ODR, it will be helpful for you to state that MobilePay's complaints department can be contacted at [klage@mobilepay.dk](mailto:klage@mobilepay.dk). This ensures that ODR can contact us directly.

## **A22. New copy of these terms and conditions**

You can always find the latest version in your app or at [mobilepay.dk](http://mobilepay.dk). You are also welcome to contact MobilePay.

## **A23. Contact**

You can contact MobilePay support via (+45) 45 144 447. You can see the opening hours at [mobilepay.dk](http://mobilepay.dk).

You can block your MobilePay around the clock by calling us on (+45) 45 144 447 and providing your mobile number. We will then block access and send you a confirmation email containing the reason, date and time of the blocking.

## **B. Paying with MobilePay**

MobilePay can be used to pay for goods/services with merchants. MobilePay can also be used to pay for goods/services via merchants' apps in connection with physical trading or distance contracts – provided that the product is to be consumed outside the app. Please note that section C applies if you pay with your card via MobilePay and that section I also applies if you pay with e-money from MobilePay Box. Please note that if you pay with e-money from MobilePay money gift, section J also applies. You can pay bills that you have accepted to receive in your MobilePay – see section F on this. You can create payment agreements – read more about the Payment agreements function in section H. You can purchase gift cards via MobilePay – read more about the Gift cards function in section K. You can transfer money to public, legal and MobilePay Denmark-approved fundraising campaigns as well as private legal fundraising campaigns or to another person. You can also transfer money to and request a money transfer from another MobilePay user.



MobilePay can only be used for transfers/payments in Danish kroner.

When paying with MobilePay, please note the following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user to whom you are to send the amount or from whom you are to receive the amount.
- The name and picture with which you have registered and the last four digits of your mobile number may be displayed to the merchant or organisation to which you pay or transfer money.
- MobilePay registers, among other data, your and the payee's mobile numbers, account numbers, any message and picture as well as the transfer date.

## **B1. Registration of payment card and account details etc.**

### **B1.1. Card and account issuer's authorisation etc.**

If you have chosen to link a card for transfer of money to MobilePay Denmark, MobilePay Denmark applies for authorisation from your card issuer. If your card issuer rejects the payment, the transfer to MobilePay is rejected. If you have linked a Visa/Dankort to MobilePay, MobilePay Denmark will decide which part of the card the authorisation applies to. This means that MobilePay Denmark decides if the transfer from your card to MobilePay Denmark is made as a Visa or a Dankort transaction.

Please note that the card issuer may charge you a fee for use of the card, and may set specific amount limits for the use of your card. You can obtain information about this from your card issuer.

MobilePay Denmark uses a certified Payment Service provider for storing your card details. Your data is stored in accordance with international security standards (Payment Card Industry – Data Security Standard). Your card details will not be stored on your mobile device or at MobilePay Denmark.

Please note that we may transfer the amount directly from your account if you are a customer of a bank that has entered into an agreement with MobilePay Denmark to distribute MobilePay and has linked a payment card issued by a bank that has entered into an agreement with MobilePay Denmark to

distribute MobilePay. The same applies if you have selected a sender account to transfer money to MobilePay Denmark.

### **B1.2. Execution of transfers/payments**

When you pay with MobilePay, an electronic funds transfer is made from your payment card or your sender account to MobilePay Denmark, provided that your card issuer or your bank approves the request for payment to MobilePay Denmark – read more under section B1.1. MobilePay Denmark transfers the money from your MobilePay to the payee's MobilePay, from which the amount is transferred to the payee's bank account (beneficiary account). Any fees payable to, for example, the merchant, your card issuer or your bank may also be deducted from your card or your account via the registered mobile number.

You can see the payment under 'Activities' in your MobilePay just after you have approved the payment in the app. As a general rule, the maximum transfer time for payments with MobilePay is one business day (i.e. a day on which the payer's and the payee's provider are open for business). Please note that it may take up to several days before you can see the transfer from your payment card to MobilePay as a posting in your bank account.

## **B2. Use of MobilePay etc.**

### **B2.1. Amount limits and maximum spending**

There is a maximum limit per calendar year for your use of MobilePay, depending on your identification and proof of identity level. Your use includes both the amounts you send and receive.

You can see your annual amount limit and follow your spending in MobilePay under 'Amount limits' in 'Settings'. Here you also find a link to a [mobilepay.dk](https://mobilepay.dk) page where you can read more about the amount limits, including, for example, daily amount limits applicable to your identification level. In addition to your identification level, the applicable amount limits also depend on, for example, which product or solution you are using. You can find your identification level using the annual amount limit which you can see under 'Amount limits' in 'Settings'.

## B2.2. Execution of payments with MobilePay

MobilePay is not obliged to execute payments for which there is no cover or which cannot be executed because of legal or contractual obstructions to such execution. For example, we will reject payment requests on suspicion of unauthorised use, fraud, money laundering or attempts at this. This also applies if, for example, the payee has not linked a correct beneficiary account.

We will notify you of the rejection/non-execution in the MobilePay app if such notice can be given in accordance with the existing legislation.

### **B2.2.1. How to transfer money with MobilePay to another MobilePay user**

When you open your MobilePay, you can transfer an amount to another MobilePay user by entering the desired amount and mobile number of the payee as well as any message about the payment and a picture. You must approve the payment by swiping 'Send money', after which the payment order is regarded as authorised, i.e. you have granted your consent to the execution. You will then receive a confirmation on your screen, which you can subsequently retrieve under 'Activities'.

The payee can immediately see that the transfer is registered in the payee's MobilePay under 'Activities' and thus have confirmation that the transfer has been concluded and that the amount will be credited to the payee's registered beneficiary account. If the payee has activated push messages, the payee can also be notified through this channel.

If the transfer to the payee's beneficiary account is returned from the payee's bank, MobilePay will try to transfer the amount to the payee for a period of 15 calendar days. If this fails, MobilePay will return the amount to your (the sender's) beneficiary account.

If the payee has not been created as a MobilePay user, your transfer will be rejected. You may yourself send a message about this to the party in question. MobilePay Denmark does not give any notice of this.

### **B2.2.2. How to request a transfer from another MobilePay user**

When you want to request a MobilePay user to send you an amount, you must enter the amount and the user's name or mobile number and any message about the payment and a picture. You send the request by swiping 'Request money', the recipient then receives the message and may accept your request. The amount is then transferred to your MobilePay and from

there to your registered beneficiary account. You can see your request confirmation under 'Activities'.

### **B2.2.3. How to pay for goods and services with merchants, via a merchant's app, and how to pay bills and transfer money to fundraising campaigns with MobilePay**

If you want to pay for a product or service with a merchant, via a merchant's app, pay a bill or transfer money to a fundraising campaign, you must follow their procedure.

If you confirm the transfer in 'Payment agreements', the payment will be made automatically in the future after you have registered your agreement in MobilePay. Read more under section H. When you have concluded the transfer, you will receive a confirmation, which you can subsequently retrieve under 'Activities'.

When you select payee, have entered the confirmation screenshot, see your receipt, or see your activity list, you will be able to see the logo that the merchant may have chosen to link to MobilePay.

#### **B2.2.3.1. Pay from locked screen**

The 'Pay from locked screen' function allows you to pay in stores that offer this option without logging onto MobilePay. You find the function under 'Settings'. When the function is switched on, MobilePay can locate payment terminals in the vicinity.

If the 'Pay from locked screen' is switched on, you pay by switching on your mobile and holding it in front of the payment terminal. You will receive a notification on your lock screen, which you must press (hold down) or swipe to the left, and you will then be able to approve (or reject) the payment.

You can always find the limit for the amounts you can approve via 'Pay from locked screen' at [mobilepay.dk](http://mobilepay.dk). Even if the amount is below the applicable threshold, you will be asked periodically to approve the payment by opening your MobilePay and swiping 'Pay'.

You can always switch the 'Pay from locked screen' function on and off under 'Settings'. At [mobilepay.dk](http://mobilepay.dk), you can read more about the types of phones that can use this function.

### **B2.3. Defective goods and services**

MobilePay Denmark is not liable for any defects or deficiencies in the goods

or services for which you pay using MobilePay, and MobilePay Denmark does not undertake any liability for the fundraising campaigns to which you make payments using MobilePay. If you have any complaints regarding the delivered goods, services or fundraising campaigns, you must contact the seller and/or the fundraiser.

### **B3. Checking account entries**

You must regularly check your MobilePay entries in the app. If you notice payments

- that do not match your confirmations for the individual debits,
- that you do not believe to have made or
- if you experience that others have incorrectly credited money to your MobilePay,

you must notify us as soon as possible – however, please note the deadline in section B4.3 and section B5.

#### **B3.1. Information about MobilePay transactions**

You can view details of your transactions for a period of minimum 13 months under 'Activities' in your MobilePay. You can also follow your MobilePay transactions on your bank account statements – both incoming and outgoing transfers/payments. For any deposits and withdrawals in your MobilePay Box, read more under section I8.1. Regarding money gifts, read more under section J10. Regarding gift cards, read more under section K10.

### **B4. Reversal of authorised payments**

#### **B4.1. Revocation**

After you have authorised a payment, you cannot revoke it. Under certain circumstances, however, you may revoke a payment (see below). Please also read section H3 if you use the 'Payment agreements' function. Please also read section I11 if you have a MobilePay Box. Please also read section J13 if you have a money gift, and read section K4 if you purchased gift card.

#### **B4.2. Purchase of goods or services sold under a distance contract and where payment using MobilePay is allowed**

If you have paid for a product or service under a distance contract under which you are allowed to pay with MobilePay, you may, in certain situations, have the right to have a payment reversed if the shop (the merchant) has

drawn a higher amount than agreed, or if the ordered product/service has not been delivered, or if you have exercised an agreed or statutory right of cancellation before the delivery of the product or service.

You should first seek to solve the problem with the merchant before contacting MobilePay Denmark. You must be able to document that you have contacted or tried to contact the merchant.

If you believe that you have the right to revoke a payment, you must contact us as soon as possible after you have become aware of this. In so far as possible, you must contact us with your dispute no later than 14 days after you have become aware of your possible claim. When we assess whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. We will then examine your claim as soon as possible. Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in your account while we examine your dispute. If your dispute subsequently proves to be unjustified, we will debit the amount to your account again.

**Please note** that if both the buyer and the seller are consumers, the above does not apply. This means that the buyer cannot have the payment refunded in accordance with this provision.

#### **B4.3. If you did not know the final amount when authorising the payment**

If you did not know the final amount when authorising the MobilePay payment and the amount subsequently charged to your account exceeds what you could reasonably expect based, for example, on your previous spending pattern, you may be entitled to have the payment reversed.

If you believe that you are entitled to revoke a payment for which you have not approved the final amount, you must contact us no later than eight weeks after the amount has been debited via your MobilePay.

Once we have received your claim, we will examine the matter. You will hear from us no later than 10 working days after receipt of your request.

Please also read section H3 under 'Payment agreements', as special rules apply to this function. Please also see section B6.

## **B5. Reversal of unauthorised payments**

If you believe that payments have been made with MobilePay that you have not authorised, contributed to or made, you must contact MobilePay Denmark as soon as possible after you have discovered this and dispute the payments. When we assess your claim and whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. In any case, you must contact us within 13 months of the amount having been debited via MobilePay.

Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in your beneficiary account linked to your MobilePay. If your claim proves to be unjustified, we will debit the amount to your account again. Please also see section B6.

## **B6. Your liability for unauthorised use of your MobilePay**

If you are under 18 years of age, your liability will be assessed in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*) (including the Greenlandic Legal Capacity Act (*Myndighedsloven*) for Greenlandic users) and the rules on the liability for damages of minors and incapable parties, as well as the rules of the Danish Payments Act, see below.

If you are over 18 years of age, the following applies:

If there has been unauthorised use of your MobilePay by another person, we will cover the loss unless it is covered by the sections below. We have the burden of proving that the loss is covered by the sections below.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you may have to cover up to DKK 375 of the total loss.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you will be liable to cover loss of up to DKK 8.000 if

- you have not contacted us as soon as possible after you have become aware that your MobilePay, including your mobile phone/tablet with MobilePay installed, has been lost or that another person has acquired knowledge of the personal security measure, or

- you have intentionally disclosed the personal security measure to the unauthorised user without realising that there was a risk of unauthorised use, or
- you have made the unauthorised use possible through grossly irresponsible behaviour.

You will be liable for the full loss if the personal security measure has been used in connection with the unauthorised use under the following conditions:

- you have yourself disclosed the personal security measure to the person who has made unauthorised use of your MobilePay, and
- you realised or should have realised there was a risk of unauthorised use.

You will also be liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations under the rules, including storing MobilePay or your mobile phone/tablet securely, protecting the personal security measure, see sections A4 and A5, or to block MobilePay, see section A7.2.

You are not liable for any loss incurred after we have been notified that your MobilePay is to be blocked.

Nor will you be liable for any loss if you have not been able to block your MobilePay for reasons for which we are responsible.

Nor will you be liable if the loss, theft or unauthorised appropriation of the personal security solution could not be detected by you prior to the unauthorised use.

Nor will you be liable for unauthorised use of MobilePay if this has been caused by actions performed by MobilePay Denmark's employees or a entity to which MobilePay Denmark's activities have been outsourced or said party's passivity.

In accordance with the Danish Payments Act, MobilePay Denmark is liable for your loss if the payee knew or should have known that there was unauthorised use of MobilePay.

MobilePay Denmark is also liable in accordance with the Danish Payments Act if you incur a loss as a result of unauthorised use where MobilePay does not require use of the personal security measure unless you have acted



fraudulently.

You will only be liable for loss incurred as a result of other parties' unauthorised use of MobilePay if the transaction has been correctly registered and booked by MobilePay.

At the end of these terms and conditions, you can see extracts of the Danish Guardianship Act, the Greenlandic Legal Capacity Act and the liability rules in the Danish Payments Act.

### **C. Use of MobilePay for e-commerce (payment by card via MobilePay)**

You can pay with your card **via** MobilePay in connection with e-commerce if you have enabled the function under 'Settings' in the app (here you can also disable the function) and if the website in question allows this. When you enable the function, MobilePay works as a service that converts your registered mobile number into the card details you have registered in your MobilePay.

Please note that the payment is executed in the same way as for an ordinary card purchase where you have entered the card details yourself. Money is therefore not transferred from your linked payment card to MobilePay, and MobilePay Denmark is thus not responsible for executing the payment transaction.

If you wish to register your Dankort card for this solution, you must use your NemID.

When using your card for online payments via MobilePay, you should be aware that MobilePay Denmark:

- Uses your registered mobile phone number to convert to the card details you have registered in your MobilePay.
- Registers the amount and date of approval of your card purchase which you are shown and authorise in your MobilePay app.

We will not send your mobile number to the merchant with which you have paid with your card via MobilePay. Please note, however, that if you provide information about your phone number to the merchant yourself, the store can send it to MobilePay and you can see it as pre-entered in your MobilePay.

## **C1. Registration and use of payment card details etc.**

### **C1.1. Payment card details**

When you choose to pay with your card online via MobilePay, your registered mobile number will be converted to the card information you have registered in your MobilePay. The web shop's payment provider can then execute the card payment. When an amount is debited to the payment card, the payment service provider requests authorisation from your card issuer (e.g. your bank). Your card issuer decides whether the card payment can be made. If your card issuer rejects the payment, you will be notified immediately. Please note that both the card issuer and the merchant may charge you a fee for use of the card.

MobilePay Denmark uses a certified Payment Service provider to store your card details, and your data are stored in accordance with international security standards (Payment Card Industry – Data Security Standard). Your card details will not be stored on your mobile device or at MobilePay Denmark.

### **C1.2. Dankort registration**

When you link your Dankort to online payments via MobilePay, you must confirm it with your NemID with OCES certificate by following the instructions.

## **C2. Functions, use of MobilePay for online card payments etc.**

### **C2.1. Functions**

If you have enabled MobilePay for online card payments, you can use your cards to buy goods and services in the web shops that display that they accept MobilePay and the card type that you have linked to your MobilePay.

If the web shop offers this facility, you can transfer certain data from your MobilePay to the web shop for the purchase in question. The data that you can choose to transfer are your name, your home address and any delivery address, if your home address is not the delivery address, your email address and your mobile number.

### **C2.2. Your cardholder rules**

When you shop online via MobilePay, your card rules apply. You must obviously also comply with the rules for MobilePay.

### **C2.3. Maximum spending**

MobilePay Denmark does not set a maximum spending limit for your purchases when you pay online with cards via MobilePay. You should be aware that your card issuer or the merchant may have set a threshold.

### **C2.4. Execution of online payments with your card via MobilePay**

You choose actively on the merchant's website that you wish to pay with your payment card via MobilePay.

You will receive the receipt for the actual purchase from the merchant. You can see data about your approvals of card purchases via MobilePay under 'Activities' for at least 13 months. You will also be able to see your card payments online via MobilePay in the statement of account for your payment card.

When you have entered the confirmation screenshot, see your confirmation or see your activity list, you will be able to see the logo that the merchant uses.

### **C2.5. Defective goods and services**

MobilePay Denmark does not have any liability for any defects or deficiencies in the goods or services supplied by the merchant. If you wish to complain about defects or deficiencies in the goods or services you have paid for, you must contact the merchant.

## **C3. Verification of card payment authorisations via MobilePay**

You are obliged continuously to check authorisations of online card payments made via MobilePay in the app. If you discover authorisations that you do not believe you have made, you must notify us thereof as soon as possible – see also section C5.

## **C4. Revocations of authorisations**

You cannot revoke an authorisation given via MobilePay.

## **C5. Disputing payments etc.**

When paying with your card via MobilePay, MobilePay is only used to convert your mobile number to your card details, and your cardholder rules thus apply to your card purchases. One effect of this is that you must contact your card

issuer (typically your bank) about disputes regarding the use of your card.

#### **C6. Your responsibility and liability**

It is your responsibility to ensure that the linked card is used in accordance with your card issuer's rules and also comply with the terms and conditions of MobilePay.

#### **C7. MobilePay Denmark's responsibility and liability**

In relation to your use of the online card payment function via MobilePay, MobilePay Denmark is responsible for ensuring that the mobile number you enter is converted to the card details you have entered for use for online payments via MobilePay.

#### **D. Display of receipts via MobilePay**

MobilePay Denmark has an agreement with Storebox A/S, which allows you to have displayed in MobilePay the receipts to which you have access in Storebox – see more at [storebox.com](https://storebox.com).

To view these receipts in MobilePay, you must have both an agreement with Storebox on its electronic receipt solution and enable the feature for displaying receipts via MobilePay. You can create a profile at Storebox via MobilePay.

Please note that your MobilePay confirmations (for your transfers in MobilePay) can be viewed under 'Activities' in MobilePay – they must not be confused with 'Receipts'.

#### **D1. 'Receipts' activation etc.**

You must activate the 'Receipts' function yourself. This requires that you have an agreement with Storebox about its electronic receipt solution – see more under section D2. When you register for 'Receipts' in MobilePay, you should also be aware that we will transfer your encrypted payment card details to Storebox via our certified Payment Service provider. We do so to connect your profile in Storebox with your MobilePay.

MobilePay Denmark uses a certified Payment Service provider to store your card details, and your data are stored in accordance with international security standards (Payment Card Industry – Data Security Standard). Your card details will not be stored on your mobile device or at MobilePay Denmark.

## **D2. Storebox's electronic receipt solution, registration etc.**

You can only enable 'Receipts' in MobilePay if you have an agreement with Storebox on access to the electronic receipt solution at Storebox. If you register for Storebox's electronic receipt solution via MobilePay, you concurrently instruct MobilePay Denmark to send your name, email address and phone number to Storebox. We do so to enable Storebox to create your Storebox profile. We also transfer your encrypted payment card details to Storebox. We do so to connect your profile in Storebox with your MobilePay. If you are already registered with Storebox's electronic receipt solution, you may also have the option to sign up for additional receipt solution functions with Storebox via MobilePay.

The agreement you already have, or that you enter into, with Storebox is solely an agreement between you and Storebox. MobilePay Denmark is not a party to the agreement and is not liable for Storebox's electronic receipt solution. The same applies to any additional receipt solution functions for which you register with Storebox via MobilePay.

If you have questions about your agreement with Storebox, you must contact Storebox.

## **D3. Access to data**

MobilePay Denmark does not have access to your data and does not store your receipts. We only display your receipts for as long as you have the function open and only for you. When you close the function, there is no longer access to the receipts in MobilePay.

Storebox stores your receipts in accordance with the agreement you have with Storebox.

You can view receipts from purchases paid for with the payment card you have linked to Storebox's electronic receipt solution as well as from purchases made with MobilePay from such a card. This presupposes that the merchants with which you shop also have an agreement with Storebox to transfer receipts to Storebox's electronic receipt solution.

## **D4. Deregistering 'Receipts'**

You can deregister 'Receipts' under the 'Deregister' menu item in MobilePay. You will still be able to view your receipts in Storebox's electronic receipt solution as long as you have an agreement on this with Storebox. If you subsequently wish to register for 'Receipts', you will need to re-register.

## **D5. Deregistering Storebox's electronic receipt solution**

If you wish to terminate your agreement with Storebox, you must contact Storebox and follow its instructions. You will no longer be able to see your receipts in MobilePay.

## **D6. Your responsibility and liability**

It is your responsibility to ensure that you comply with Storebox's terms and conditions for use of electronic receipts and the terms and conditions for MobilePay.

## **D7. MobilePay Denmark's responsibility and liability**

MobilePay Denmark is not liable for Storebox's electronic receipt function or other procedures, nor are we liable for the agreement between you and Storebox.

## **E. Memberships**

'Memberships' is a function in MobilePay which enables you to register your membership numbers with merchants with which you have a membership. This means that you avoid having several cards in your wallet.

MobilePay Denmark makes the registration function available to you, but the membership is solely a matter between the merchant and you.

The merchants from which you can add your membership numbers will be shown in MobilePay. You can use the function when buying products or services in a physical shop with a merchant which receives payment with MobilePay and is registered with the 'Memberships' function.

You register for the function in MobilePay via the 'Memberships' menu item in MobilePay. The function is personal, and in case of unauthorised use, we reserve the right to block your MobilePay agreement.

## **E1. What data are registered and what do we use them for?**

When you register your membership number and in connection with a payment to a merchant where you have entered your membership number, we will forward your membership number to the merchant so that the merchant can use your membership number in the same way as if you had informed the merchant of the number or shown a membership card. The merchant will not have access to your payment details or any of your other personal data in MobilePay.

MobilePay Denmark does not use your membership number for other purposes than to manage the registration function for your memberships.

## **E2. Membership with the registered merchant**

You must agree your membership with the individual merchant directly with the merchant, and the merchant's membership terms will apply. This means, among other things, that the individual merchant will be responsible for granting you any advantages and benefits. All questions and any disputes concerning the merchant's membership concept must be settled directly with the merchant in question.

MobilePay Denmark is not a party to the membership agreement between you and the merchant and cannot be held liable for any matters relating to the membership.

## **E3. Registration and deregistration**

You can register or deregister your membership number with a merchant in MobilePay at any given time. You do this via the 'Memberships' menu item in your MobilePay app. Please note, however, that this is not equivalent to your registration and deregistration with the merchant in question.

If your membership terminates, for whatever reason, your registered membership number in MobilePay will not be deleted automatically.

## **F. Receiving bills with MobilePay**

MobilePay Denmark allows you to receive and view bills in MobilePay. You choose whether you want to pay them with MobilePay or by other means. You can use this service if the merchant which sends you bills has an agreement with MobilePay Denmark to provide this option.

The function requires that you enter into an agreement with the merchant to receive your bill in MobilePay and have given your mobile number to your creditor. If the enterprise offers this, you can also use the function actively by clicking on a 'MobilePay payment button' in the merchant's system, e.g. in an email or in a self-service universe.

You must be at least 18 years old before you can use the function.

## **F1. What data are registered and what does MobilePay use them for?**

MobilePay receives a number of information from the merchant, so that the merchant's invoice can be displayed in the MobilePay app. The merchant

can choose to send the general invoice data, e.g. information about invoice issuer, name of payer, amount, VAT, invoice data and due date etc. The merchant can also send details about purchases of products, quantities etc. The merchant can also display these details via a link that will redirect you to the merchant's website, where a full invoice can be shown. MobilePay registers and stores this invoice data so that you can view your paid invoices in the MobilePay app under 'Activities' for minimum 13 months. MobilePay only receives invoice data from the merchant and does not send any invoice data to the merchant in return. The merchant will not have access to your payment details or any of your other personal data in MobilePay. MobilePay Denmark does not use your invoice data for any purposes other than to be able to show you your paid invoices.

## **F2. 'Receive bills' function**

To be able to receive bills in MobilePay, you must first register for the function. You do this in the MobilePay app under 'Settings', 'Bills and subscriptions', 'Receive bills'. The only other thing you need to do to use the function is to enter into an agreement with the merchant and ask the merchant to send the bill to your MobilePay, i.e. you must state your telephone number, or use the function by actively clicking on the 'MobilePay payment button' in the merchant's payment flow.

The merchant can then send the bill to your MobilePay. This is done by the merchant sending your mobile number to us, so that MobilePay Denmark can link it with your MobilePay.

When you receive the bill and if you choose to pay the bill with MobilePay, you must follow the guidelines provided in B2.2.3. Please note that your MobilePay confirmations (for your transfers in MobilePay) can be viewed under 'Activities' in MobilePay – they must not be confused with bill receipts. When you want to see your bills in MobilePay, click on the link on the corresponding payment receipt in MobilePay. You can view bills for purchases where you have chosen to receive the bill in MobilePay.

If you have enabled receipt of notifications, you can receive a notification that you have received a request to accept the receipt of bills if you have not previously received bills from the merchant. You will also receive a notification that you have received a bill. In addition, you will receive a text message in connection with the due date of a bill. You will thus always have the



opportunity to keep track of whether the bill has been paid.

### **F3. Deregistering 'Receive bills'**

If you no longer wish to receive requests for acceptance of receipt of bills or bills for payment in MobilePay, you must deregister under the 'Settings' menu item in MobilePay. If you have deregistered from the solution, you will not be able to receive further requests until you re-register under 'Settings'. If you wish to re-register for the function, you must register again under 'Settings'.

### **F4. Payment of bills**

You pay a bill in the MobilePay app by approving the request from the merchant under 'Upcoming' in the activity list and otherwise in accordance with the terms and conditions in section B. MobilePay Denmark does not execute the payment, but allows you to pay with MobilePay.

You can also choose that the bill is to be paid on a specific date up to and including the final due date of the bill. The payment will then be made on the chosen date, provided the transaction can be executed – see section B1.1. for further details.

### **F5. Your responsibility and liability**

'Receive Bills' in MobilePay is a personal product and must only be used by you. If the bill is erroneous or if it is not in accordance with what has been agreed, you must contact the merchant yourself. It is your responsibility to ensure that you comply with the terms and conditions for MobilePay.

### **F6. MobilePay Denmark's responsibility and liability**

MobilePay Denmark is not a party to the agreement between you and the merchant on the forwarding of the bill for payment in MobilePay and we therefore do not have any liability for the bill or its contents, including whether the bill is erroneous.

### **F7. Storage of bills**

MobilePay Denmark makes your paid bills available in your MobilePay for at least 13 months. If you need to store them for a long time, we recommend that you print them out. If a bill is not paid with MobilePay, it will appear as unpaid in MobilePay. Unpaid bills will be available until the due date plus 30 days. If your MobilePay agreement terminates, for whatever reason, you will no longer have access to your bills.

## **G. MobilePay Connect**

MobilePay Connect is a function that enables you to share some of the data you have registered in MobilePay with merchants, which use the MobilePay Connect function. In connection with the sharing of data, you will always be presented with the data that you have the opportunity to share and you choose yourself which data to share and thus forward.

The function provides various options for sharing data:

- From MobilePay, you can share data with a merchant's app or website.
- From a merchant's app or website, you can access MobilePay and choose the data you want to share with the merchant's app or website.

You can also use this function as a login to a merchant's app or website. This only works if you have already shared data with the app or website in question and presupposes that you have used MobilePay Connect to create a user profile with the merchant.

When you use the function, it will display with which merchant you share your information. You will always have the option to choose exactly what data you want to share with the merchant. However, sharing certain data may be a prerequisite for you to create a user profile with the merchant.

### **G1. Registration for MobilePay Connect**

When you are a registered MobilePay user, you can use this function. You choose yourself with which merchants you wish to share information and for which purposes. You must consent to the merchant's access to your data with MobilePay Connect.

You must be at least 18 years old to use MobilePay Connect.

### **G2. What data can be shared/accessed?**

You can share selected data such as name and address. You can see the full list of data that you can share under your profile in the MobilePay app. When you choose to use MobilePay Connect and choose to share data with the merchant, MobilePay Denmark will register what data you have chosen to share, so that you can subsequently log on to the merchant's app or website via MobilePay Connect. MobilePay Denmark only uses the data to manage

the function.

You should be aware that as long as you use MobilePay Connect, the merchant will be able to receive your updated data at any given time which you have in your MobilePay profile and which you have chosen to share with the merchant.

### **G3. What are these data used for?**

MobilePay Denmark is not a party to any agreement entered into between you and the merchant in connection with the use of MobilePay Connect.

### **G4. Registration with the merchant's app/website via MobilePay Connect**

MobilePay Connect functions by the data you choose to share being made available to the merchant in question via MobilePay A/S's secured servers. You will then be redirected to the merchant's app or website where you can complete your registration.

### **G5. Login to the merchant's app/website via MobilePay Connect**

If you have already used MobilePay Connect to share data with a merchant and you have chosen to register as a user with the merchant, MobilePay Connect can subsequently be used as a login with the merchant if the merchant offers this function.

### **G6. Deregistration**

You can stop sharing your data with a merchant via MobilePay Connect at any given time. You manage this yourself under 'Settings' in the MobilePay app. If you stop sharing data with the merchant in question in MobilePay, your other commitments with the merchant will not cease. In this connection, you must contact the merchant directly in accordance with the merchant's terms and conditions.

### **G7. Your responsibility and liability**

Your MobilePay Connect is personal and can only be used by you. If you engage in unauthorised use of the function, we have the right to terminate your MobilePay agreement.

### **G8. MobilePay Denmark's responsibility and liability**

We only make this function available to you, so that you will be able to share

selected data with a merchant.

We are not a party to the agreement you enter into with the merchant and MobilePay Denmark is not responsible for the merchant's solutions, agreements or use of any data that you choose to share with the merchant.

## **H. The 'Payment agreements' function**

You have the option to enter into payment agreements with MobilePay by linking your MobilePay to a payment agreement between a merchant and you. This means that you permit the merchant in advance to send a recurring or ad hoc payment collection charge to your MobilePay regarding the payment agreement you have entered into with the merchant. You thus approve that the merchant may request a future payment with your MobilePay without you having to authorise each payment.

You can only use this function if the merchant with which you are entering into a payment agreement has an agreement with MobilePay Denmark on the provision of payment agreements.

### **H1. Payment agreements with MobilePay**

The only thing you need to do to use this function is to select MobilePay as payment form for your recurring payments. You do this by linking a payment agreement on a regular payment or a subscription to your MobilePay either by clicking on a link from the merchant's website, entering your mobile number (if, for example, it is from a tablet or desktop) or, alternatively, scanning a QR code displayed by the merchant.

You must be at least 18 years old before you can use the function.

Once you have entered into the agreement with the merchant and approved the link to your MobilePay, the merchant will be able to submit requests for recurring payments to your MobilePay in accordance with your payment agreement with the merchant. These requests will be handled without you having to approve each individual request. The merchant will also be able to collect ad hoc payments, if this is provided for in the payment agreement, without you having to approve each individual request. You must still approve other ad hoc purchases before payment is effected.

When you link MobilePay to your payment agreement, the merchant will receive a payment ID that the merchant uses for future payments. Your

mobile number or other data is not transferred to the merchant.

You can always delete a payment agreement in your MobilePay, and the merchant will thus not be able to receive money from your MobilePay in the future. Please note that in some cases, agreements cannot be deleted until 24 hours after the agreement was made. In such cases, any payments in this 24-hour period must be rejected manually.

You should be aware that deletion in MobilePay is not the same as a termination of your payment agreement with the merchant. You should therefore contact the merchant if you wish to terminate your mutual agreement. Your agreement with the merchant will always be a matter between you and the merchant, and MobilePay Denmark is not a party to your agreement.

Immediately after your erasure, the merchant will be notified thereof.

You will always be able to reject payments listed in the MobilePay app under upcoming payments. Once a payment has been deducted, you will not be able to revoke it again. Reference is also made to sections B4, B5 and B6 regarding your options for reversals of transactions you have authorised/not authorised. Read also section H3 on special rules for reversal of MobilePay payments under payment agreements.

You can always view executed payments under 'Activities' in MobilePay. You can see in your MobilePay which payment agreements you have linked to your MobilePay. Here you will also be able to see the merchants which offer this payment method.

You should be aware that if the merchant's agreement on MobilePay payment agreements terminates, regardless of the reason of this, your linking of the payment agreement to your MobilePay will also terminate. We will not send you any notification of this, so you must keep an eye on this yourself.

## **H2. Deregistration from payment agreements**

If you no longer wish to use the function, you must deregister it under the 'Settings' menu item in MobilePay. If you have active payment agreements, these must be deleted before the function can be deregistered. If you wish to re-register for MobilePay payment agreements, you must register again under 'Settings'.

### **H3. Reversal of payments under payment agreements**

If you did not know the final amount when you authorised the payment and the amount subsequently charged using your MobilePay exceeded what you could reasonably expect, including regarding your previous spending pattern and these terms and conditions, you may be entitled to have the payment reversed.

If you believe that you are entitled to revoke a payment for which you have not approved the final amount, you must contact us no later than eight weeks after the amount has been debited via your MobilePay.

However, you are not entitled to claim a refund if you have consented to the payment being made directly in MobilePay and information on the future payment has been available to you at least four weeks before the due date.

See also section B4.3.

### **H4. Your responsibility and liability**

MobilePay payment agreements is a personal product and must only be used by you.

If the services/goods you receive from the merchant under your agreement are defective or are not in accordance with your agreement, you must yourself contact the merchant.

It is your responsibility continuously to check your activities in MobilePay; read more about your obligation continuously to check your MobilePay entries under B3. It is also your responsibility to ensure that you comply with the terms and conditions for use of MobilePay – see, in particular, sections A and B.

### **H5. MobilePay Denmark's responsibility and liability**

MobilePay Denmark is not a party to the agreement between you and the merchant on the goods/services you receive and pay for with MobilePay, nor are we a party to your payment agreement on this. MobilePay Denmark therefore does not have any liability for your mutual agreement and is not liable for any non-payment or late payment in this connection.

### **H6. Storage of MobilePay payment agreements**

MobilePay Denmark does not store any payment agreements for you. We have only registered your registration for MobilePay.

You can view details about your payments made under your linked payment agreements for at least 13 months under 'Activities'. If you need to store them for a long time, we recommend that you print them out.

If your MobilePay agreement terminates, for whatever reason, you will no longer have access to your linked payment agreements in MobilePay, and you will no longer be able to make payments with MobilePay from the termination date. The same applies if the merchant's agreement with MobilePay Denmark terminates – for whatever reason.

### **I. Creating a MobilePay Box, buying e-money and paying with e-money from a MobilePay Box**

You can create a MobilePay Box in your MobilePay. You and other MobilePay users can pay e-money into a MobilePay Box, and you can pay with e-money from your MobilePay Box to stores that receive e-money payments from MobilePay, to the beneficiary account you have linked to your own MobilePay, to other Danish or Greenlandic bank accounts or to another MobilePay user's beneficiary account.

You can buy e-money from MobilePay Denmark. The purchase is paid for using MobilePay. When you buy e-money, the purchased e-money amount will be issued to the selected MobilePay Box. You can either create and purchase e-money for your MobilePay Box yourself, or you can buy and issue e-money to a MobilePay Box belonging to another MobilePay user.

#### **I1. Creating a MobilePay Box**

You can read on [mobilepay.dk](http://mobilepay.dk) how to use MobilePay Box in MobilePay.

You can create a maximum of three MobilePay Boxes. A total maximum amount converted into e-money can be transferred to each MobilePay Box per calendar year. There is also a maximum limit for the total balance in a MobilePay Box. Read more on [mobilepay.dk](http://mobilepay.dk), where you can also see the applicable thresholds.

Please note that the transferred amounts are not deposits, as MobilePay is not a bank. Therefore, you do not receive interest on the e-money amount you have placed in your MobilePay Box.

The e-money can be used to pay for goods/services in connection with

physical purchases in stores that receive e-money from MobilePay. You can also transfer e-money to your own MobilePay or to a Danish or Greenlandic bank account. In all the situations, the e-money will be converted into ordinary money in connection with the transfer. You cannot transfer e-money from one MobilePay Box to another MobilePay Box.

You must be at least 18 years old to use MobilePay Box. However, if you have not attained the age of 18, you may use MobilePay Box if your parents/guardians consent to this. MobilePay Denmark is entitled to block access to MobilePay Box if this is not complied with. We will then redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay, see also section 16.

## **12. Fees and charges**

You can create a MobilePay Box free of charge. There is also no charge for the issue of e-money or for paying with e-money from a MobilePay Box. Nor is there any charge for having your e-money balance redeemed if your MobilePay Box is closed.

Please note, however, that an administrative fee of DKK 15 is charged for every DKK 1000 transferred to your MobilePay Box. The fee will automatically be deducted from your MobilePay Box balance.

Read more about fees and charges under section A9.

## **13. Issuing e-money to a MobilePay Box**

You can buy and pay with e-money with MobilePay. Read more about payment with MobilePay under section B.

When you buy e-money, the amount will immediately be issued to the MobilePay Box to which you choose to issue e-money. This may be your own MobilePay Box or a MobilePay Box belonging to another MobilePay user.

Please note that it is not possible to send more e-money to a MobilePay Box if the maximum threshold for the box has been reached.

When you buy and have e-money issued to a MobilePay Box, please note the following:

- The name, picture and mobile number (also unlisted number) with which



you have registered are displayed to the MobilePay user who has created a MobilePay Box.

- MobilePay registers the following data, among others: your and the transferee's name, picture and mobile number (also unlisted number), any message and picture, amount and date of transfer to the given MobilePay Box.

When you receive e-money in your MobilePay Box, please note the following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who sends money to your MobilePay Box.
- MobilePay registers, among other data, your and the transferor's phone numbers, any message and picture, amount as well as the transfer date.

#### **14. Payment from your MobilePay Box**

When you pay with e-money, the amount of e-money you want to transfer will be converted into regular money in connection with the transfer to either a store that accepts e-money from MobilePay, to your own MobilePay, to another user's MobilePay or to the bank account you have chosen. Please note that you cannot use e-money for payment in connection with distance sales.

As a general rule, the maximum transfer time for payments with MobilePay is one business day (i.e. a day on which the payer's and the payee's provider are open for business).

When paying with e-money from MobilePay Box, please note the following:

- The name with which you have registered, your mobile number, and any message and picture are displayed to the private individual to which you have chosen to transfer e-money.
- The name with which you have registered and the last four digits of your phone number are displayed to the store to which you pay the amount.

You can only transfer/pay amounts from MobilePay Box if there is e-money in it.

#### **15. Maximum spending**

The e-money you receive in your MobilePay Box or use to make payments to

stores that receive e-money from MobilePay or transfer to bank accounts will affect your annual and daily thresholds. Read more about this under section B2 or on [mobilepay.dk](http://mobilepay.dk).

Please note, however, that if you transfer e-money from your MobilePay Box to your own MobilePay, this will not affect your annual threshold.

## **16. Inactivity and closing of your MobilePay Box**

You may close your MobilePay Box at any given time. To do so, contact MobilePay Support. Your e-money balance must be redeemed before your MobilePay Box can be closed.

The same applies if your MobilePay agreement is terminated, regardless of the reason for this.

If you do not use your MobilePay Box for a period of 13 months, we reserve the right to close your MobilePay Box. We will then redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay. The same applies if MobilePay Denmark chooses to close the MobilePay Box function itself, so that we no longer offer MobilePay Box as a function. If we close the function, we will do so at two months' notice, see also section A10. On expiry of the two months, we will redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

If your MobilePay is closed because you have not used your MobilePay, see section A8.2, we will also redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

For more information about blocking of your MobilePay, see section I13.

## **17. Defective goods and services**

MobilePay Denmark is not liable for any defects or deficiencies in the goods or services for which you pay with e-money from your MobilePay Box, and MobilePay Denmark does not undertake any liability for the fundraising campaigns to which you make payments using MobilePay Box. If you have any complaints regarding the delivered goods, services or fundraising campaigns, you must contact the seller and/or the fundraiser.

## **18. Overview of MobilePay Box and checking of entries**

### **18.1. Overview**

You will be able to see your ingoing and outgoing payments to and from your MobilePay Box in your MobilePay Box overview, which you will find under 'Box' in the menu.

### **18.2. Checking account entries**

You must regularly check your e-money MobilePay entries in the app under MobilePay Box. If you notice payments

- that do not match your confirmations for the individual debits,
- that you do not believe to have made or

If you find that other parties have improperly paid money into your MobilePay Box, you must notify us as soon as possible – please note, however, the deadline in section I11.

## **19. Information about MobilePay e-money transactions**

Under the MobilePay Box overview in your MobilePay, you can view information about your e-money transactions for a period of minimum 13 months.

## **110. Reversal of authorised payments**

### **I10.1. Revocation**

After you have authorised an e-money payment, you cannot revoke it.

Please note that you cannot use e-money for payments in connection with distance sales.

## **111. Reversal of unauthorised payments**

If you believe that payments have been made from your MobilePay Box that you have not authorised, contributed to or made, you must contact MobilePay Denmark as soon as possible after you have discovered this and dispute the payments. When we assess your claim and whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. In any case, you must contact us within 13 months of the amount having been debited via your

MobilePay Box.

Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in the beneficiary account you have linked to your MobilePay. If your claim proves to be unjustified, we will debit the amount to your account again. Please also see section I12.

## **I12. Your liability for unauthorised use of your MobilePay Box**

If you are under 18 years of age, your liability will be assessed in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*) (including the Greenlandic Legal Capacity Act (*Myndighedsloven*) for Greenlandic users) and the rules on the liability for damages of minors and incapable parties, as well as the rules of the Danish Payments Act, see below.

If you are over 18 years of age, the following applies:

If there has been unauthorised use of your MobilePay by another person, we will cover the loss unless it is covered by the sections below. We have the burden of proving that the loss is covered by the sections below.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you may have to cover up to DKK 375 of the total loss.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you will be liable to cover loss of up to DKK 8.000 if

- you have not contacted us as soon as possible after you have become aware that your MobilePay, including your mobile phone/tablet with MobilePay installed, has been lost or that another person has acquired knowledge of the personal security measure, or
- you have intentionally disclosed the personal security measure to the unauthorised user without realising that there was a risk of unauthorised use, or
- you have made the unauthorised use possible through grossly irresponsible behaviour.

You will be liable for the full loss if the personal security measure has been used in connection with the unauthorised use under the following conditions:

- you have yourself disclosed the personal security measure to the person who has made unauthorised use of your MobilePay, and
- you realised or should have realised there was a risk of unauthorised use.

You will also be liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations under the rules, including storing MobilePay or your mobile phone/tablet securely, protecting the personal security measure, see sections A4 and A5, or to block MobilePay, see section A7.2.

You are not liable for any loss incurred after we have been notified that your MobilePay is to be blocked.

Nor will you be liable for any loss if you have not been able to block your MobilePay for reasons for which we are responsible.

Nor will you be liable if the loss, theft or unauthorised appropriation of the personal security solution could not be detected by you prior to the unauthorised use.

Nor will you be liable for unauthorised use of MobilePay if this has been caused by actions performed by MobilePay Denmark's employees or a entity to which MobilePay Denmark's activities have been outsourced or said party's passivity.

In accordance with the Danish Payments Act, MobilePay Denmark is liable for your loss if the payee knew or should have known that there was unauthorised use of MobilePay.

MobilePay Denmark is also liable in accordance with the Danish Payments Act if you incur a loss as a result of unauthorised use where MobilePay does not require use of the personal security measure unless you have acted fraudulently.

You will only be liable for loss incurred as a result of other parties' unauthorised use of MobilePay if the transaction has been correctly registered and booked by MobilePay.

At the end of these terms and conditions, you can see extracts of the Danish Guardianship Act, the Greenlandic Legal Capacity Act and the liability rules in

the Danish Payments Act.

### **I13. Blocking of your MobilePay Box**

If your MobilePay is blocked, see section A7, you cannot use your MobilePay Box. When the reasons for the blocking are no longer present, the blocking will be lifted and you can use your MobilePay Box again.

### **I14. MobilePay Denmark's right to withhold e-money**

If we find that the amount used to buy e-money comes from fraud, funds that do not belong to you or unauthorised payments, we may withhold your e-money to cover any claim we may have against you in this respect.

### **J. Money gifts with MobilePay (e-money)**

You can give and receive a money gift using MobilePay. You must be a MobilePay user to be able to give and receive a money gift. When you want to give a money gift, you buy e-money issued by MobilePay Denmark to you as a giver. You decide when the receiver is to receive the money gift. You can read about how money gifts work on [mobilepay.dk/gaver](https://mobilepay.dk/gaver).

Money gifts consist of e-money and a digital wrapping (gift wrapping). As the giver, you must pay for the gift wrapping. Money gifts cannot be bought without gift wrapping.

When you buy a money gift, including the gift wrapping, you must accept our [general terms and conditions](#) for the purchase.

As MobilePay Denmark is not a bank, a money gift does not constitute a deposit. Therefore, you do not receive interest on the e-money amount.

The e-money can be used to pay for goods/services in connection with physical purchases in stores that receive e-money from MobilePay. The holder of a money gift (i.e. the gift receiver) can also transfer e-money to the beneficiary account linked to the person's own MobilePay, but not to other persons' MobilePay. In all the situations, the e-money will be converted into ordinary money in connection with the transfer.

### **J1. Buying money gifts in MobilePay**

You must be at least 18 years old to buy and give money gifts. However, if you

have not attained the age of 18, you may buy and give a money gift if your parents/guardians consent to this. MobilePay Denmark may request documentation for this, and we are entitled to block use of the money gift function if this is not complied with. We will then redeem any e-money balance on your money gifts and transfer the amount to the beneficiary account you have linked to your MobilePay.

If you purchase a money gift for a receiver who is less than 18 years old, you must ensure that the receiver's parents/guardians consent to the minor's receipt of your money gift. MobilePay Denmark may request documentation for this, and we are entitled to block use of the money gift function if this is not complied with. If the money gift has not already been redeemed by the gift receiver, we will then redeem any e-money balance on your money gifts and transfer the amount to the beneficiary account you have linked to your MobilePay.

You choose the amount of money that you want to give as a money gift, see your normal MobilePay thresholds. See also [here](#) and section J6.

Please note that you can have money gifts totalling a maximum value of 30,000 e-money placed under the money gift function.

Please also note that receivers can receive money gifts of a maximum amount of DKK 30,000 per calendar year, and that this amount is, moreover, also regulated by the receiver's ordinary MobilePay thresholds. This means that if you want to send a money gift to a MobilePay user whose maximum for receiving gifts and/or ordinary MobilePay threshold has been reached, the money gift cannot be delivered. If you use the gift code solution and the receiver's maximum amount has been reached, the receiver will be notified that the gift cannot be opened. The receiver will not be informed about the size of the money gift.

When buying a money gift with MobilePay, you must choose the type of digital wrapping (gift wrapping) that you want the money gift to have. These gift wrappings can be offered at different prices. The price of the different gift wrapping types is stated in Danish kroner (DKK), inclusive of VAT, and will always be clearly stated for each type of gift wrapping. For further details, see the menu item 'Gifts' in your MobilePay. You must also accept our general

terms and conditions for the purchase, which will be part of the purchasing process when you buy a money gift.

All rights to the 'gift wrapping' of your money gift belong to MobilePay Denmark A/S or MobilePay Denmark A/S's licensors. One purchase of a gift wrapping can be used for one money gift.

Once you have bought a money gift, you will receive your purchase receipt in the MobilePay app. This will appear in your activity list and will be stored there for minimum 13 months. If you need to keep a copy for longer, you can email it to yourself or print it out.

You can choose whether to make the money gift in MobilePay to another MobilePay user, or whether to transfer a gift code.

If you choose to make the money gift in MobilePay, you must also choose whether to send your money gift immediately or at a later date. You can set a date that falls maximum 30 calendar days after the date on which you bought the money gift. If you choose the solution with a future gift date, MobilePay will send the money gift to the selected receiver on the date and at the time fixed by you. However, this requires that the money gift has not been cancelled before then or that the receiver's MobilePay has not been closed or blocked. In these cases, we will redeem the e-money amount from the money gift and transfer the amount to the beneficiary account you have linked to your MobilePay.

If you choose the gift code solution, you can yourself hand over your money gift to the MobilePay user you have chosen as receiver. You receive a unique redemption code representing your money gift and its value. You are yourself responsible for your gift code. A gift code must be activated by the receiver within 30 calendar days of the purchase date of the money gift. If the money gift is not activated before expiry of the 30 calendar days, the money gift will be returned to the beneficiary account you have linked to your MobilePay.

You must yourself ensure that the right MobilePay user receives your money gift, for example by handing it over to the receiver physically. Please note that the gift code represents the amount you have chosen to give as a money gift. It can be activated by any MobilePay user who knows the gift code. Therefore, you must store the gift code with due care. You must also make the



receiver of the money gift aware of this, and you must inform the receiver of the activation deadline (30 calendar days). If you lose the gift code or do not want to have it anymore, you may cancel and return it under 'Gifts' in MobilePay, provided that it has not been activated.

Once the gift code has been activated, you will be able to see this under 'Gifts' in MobilePay. You will also be able to see the MobilePay name and mobile phone number (also unlisted number) of the person who has activated the code.

When you have bought a money gift, you cannot use the amount yourself. However, you may cancel the money gift until the time when the receiver receives it in his or her MobilePay or has activated the gift code received.

You cannot buy a money gift for yourself.

## **J2. Receiving a money gift**

As a MobilePay user, you can receive money gifts from other MobilePay users who have chosen to give you a money gift. The money gift is e-money.

You must be at least 18 years old to receive money gifts. However, if you have not attained the age of 18, you may receive a money gift if your parents/guardians consent to this. MobilePay Denmark may request documentation for this, and we are entitled to block use of the money gift function if this is not complied with. We will then redeem any e-money balance on your money gifts and transfer the amount to the gift giver's account.

The giver can choose one of the two ways in which you can receive the gift:

- a) You can receive a money gift as an e-money transfer in MobilePay. You will be able to see the money gift under 'Gifts' in MobilePay.
- b) You can also receive a unique gift code representing a money gift value. You can activate this code under 'Gifts' in MobilePay. Here you will also be able to see the money gift.

Please note that the gift code represents the amount you have received and that it can be activated by any MobilePay user who knows the gift code. Therefore, you must store the gift code with due care.

Regardless of the way in which you receive the gift, the gift transaction will only be executed if the money gift has not been cancelled or activated or has expired, see below. The same applies if the gift giver's or gift receiver's MobilePay has been blocked.

A gift code must be activated within 30 calendar days of the purchase date. If the money gift has not been activated within the 30 calendar days, it will be returned to the gift giver.

Please note that when you activate the gift code, the name and mobile number (also unlisted number) with which you have registered will be displayed to the MobilePay user who has given the money gift.

When you receive a money gift, the amount can be seen as e-money in MobilePay under 'Gifts'. You can choose to disburse the e-money to yourself (i.e. the amount is transferred to the beneficiary account you have linked to your MobilePay) or use it to make payments in stores that receive e-money from MobilePay.

All rights to the 'gift wrapping' of your money gift belong to MobilePay Denmark A/S or MobilePay Denmark A/S's licensors and cannot be used in any other contexts than for the money gift you have received.

### **J3. Prices, fees and charges**

No fee is charged for the issue of e-money for a money gift. No fee is charged for the receipt of e-money as a money gift. However, the gift giver must pay for the digital wrapping which must be selected in connection with the purchase, see also section J2.

MobilePay does not charge a fee when you use your money gift. Nor is a fee charged for redemption of an e-money balance.

Read more about fees and charges under section A9.

### **J4. Money gifts are e-money**

When you buy a money gift, you buy e-money. The e-money will immediately be issued for your purchased money gift. You can buy and pay with e-money for money gifts with MobilePay. Read more about payment with MobilePay under section B.

When you buy and have e-money issued for a money gift, please note the

following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who receives your money gift together with any text in your digital gift card.
- MobilePay registers, among other data, your and the gift receiver's name, picture and mobile number (also unlisted number), any text in the digital gift card, the amount as well as the date of transfer of the money gift.

When you receive a money gift, you receive e-money.

When you receive a money gift, please note the following:

- The name and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who gives you the money gift.
- MobilePay registers, among other data, your and the gift giver's name, picture and mobile number (also unlisted number), any text in the digital gift card, the amount as well as the date of the money gift.

### **J5. Payment from your money gift – applies to receiver of money gift**

In connection with the transfer to either a store that accepts e-money from MobilePay or to your own MobilePay, the e-money amount will be converted into the same amount in regular money.

When you pay with e-money from your money gift, please note that the name with which you have registered and the last four digits of your phone number are displayed to the store to which you pay the amount.

The name, picture and mobile number (also unlisted number) with which you have registered are displayed to you when you transfer e-money from your money gift to the beneficiary account to which you have linked your MobilePay.

You can only transfer/pay with amounts from the money gift if it has unused e-money.

Please note that you cannot use e-money for payment in connection with distance sales.

## **J6. Transfer time**

As a general rule, the maximum transfer time for payments with MobilePay is one business day (i.e. a day on which the payer's and the payee's providers are open for business).

## **J7. Money gifts and thresholds/maximum spending**

The e-money you give or receive as money gifts will affect your annual and daily thresholds in MobilePay. For more information, see [mobilepay.dk](http://mobilepay.dk).

## **J8. Inactivity, termination of the MobilePay agreement and closing of money gifts**

If your MobilePay is closed because your MobilePay has been inactive, see section A8.2, we will redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

The same applies if your MobilePay agreement is terminated, regardless of the reason for this.

If you do not use your money gift with MobilePay for a period of 13 months, we reserve the right to close your money gift with MobilePay. We will then redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

The same applies if MobilePay Denmark chooses to close the possibility of giving and having money gifts. Two months' notice of such closure will be given, see also section A10. On expiry of the two months, we will redeem your e-money balance (if any) and transfer the amount to the beneficiary account you have linked to your MobilePay. For more information about blocking of your MobilePay, see section J15.

## **J9. Defective goods and services**

MobilePay Denmark does not have any liability for any defective goods or services for which you pay with e-money from your money gift. MobilePay Denmark accepts no liability for the fundraising campaigns to which you make contributions with your money gift. If you have any complaints regarding the delivered goods, services or fundraising campaigns, you must contact the seller and/or the fundraiser.

## **J10. Overview of money gifts and checking of entries**

### **J10.1. Overview**

You can see your gift overview under 'Gifts' in MobilePay. As the gift giver, you can see under your gift overview the gifts that the gift receiver has not yet received/activated.

As the gift receiver, you can see received, including activated, gifts.

As the gift giver, you can see in your Activity list your purchase of money gifts.

As the gift receiver, you can see in your Activity list your use of money gifts.

### **J10.2. Checking account entries**

You must regularly check your e-money MobilePay entries in the app under 'Gifts' and in your Activity list. If you notice payments

- that do not match your confirmations for the individual debits,
- that you do not believe to have made or
- If you find that others have improperly given you an e-money gift, you must notify us thereof as soon as possible.

Please also note the deadline in section J13.

## **J11. Information about MobilePay transactions with e-money**

Under 'Gifts' in MobilePay, you can see information about received, including activated, gifts and gifts that have not yet been transferred or activated for a period of minimum 13 months. In your Activity list, you can also see your use of e-money for a period of minimum 13 months when you have used e-money from money gifts. You can also see purchases of money gifts for the same period.

## **J12. Reversal of authorised payments**

After you have authorised an e-money payment, you cannot revoke it.

Please note that you cannot use e-money for payments in connection with distance sales.

### **J13. Reversal of unauthorised payments**

If you believe that payments have been made from your MobilePay money gift that you have not authorised, contributed to or made, you must contact MobilePay Denmark as soon as possible after you have discovered this and dispute the payments. When we assess your claim and whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. In any case, you must contact us within 13 months of the amount having been debited via your money gift.

Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in the beneficiary account you have linked to your MobilePay. If your claim proves to be unjustified, we will debit the amount to your account again. Please also see section J15.

### **J14. Your liability for unauthorised use of your MobilePay (money gifts)**

If you are under 18 years of age, your liability will be assessed in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*) (including the Greenlandic Legal Capacity Act (*Myndighedsloven*) for Greenlandic users) and the rules on the liability for damages of minors and incapable parties, as well as the rules of the Danish Payments Act, see below.

If you are over 18 years of age, the following applies:

If there has been unauthorised use of your MobilePay by another person, we will cover the loss unless it is covered by the sections below. We have the burden of proving that the loss is covered by the sections below.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you may have to cover up to DKK 375 of the total loss.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you will be liable to cover loss of up to DKK 8.000 if

- you have not contacted us as soon as possible after you have become aware that your MobilePay, including your mobile phone/tablet with MobilePay installed, has been lost or that another person has acquired knowledge of the personal security measure, or

- you have intentionally disclosed the personal security measure to the unauthorised user without realising that there was a risk of unauthorised use, or
- you have made the unauthorised use possible through grossly irresponsible behaviour.

You will be liable for the full loss if the personal security measure has been used in connection with the unauthorised use under the following conditions:

- you have yourself disclosed the personal security measure to the person who has made unauthorised use of your MobilePay, and
- you realised or should have realised there was a risk of unauthorised use.

You will also be liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations under the rules, including storing MobilePay or your mobile phone/tablet securely, protecting the personal security measure, see sections A4 and A5, or to block MobilePay, see section A7.2.

You are not liable for any loss incurred after we have been notified that your MobilePay is to be blocked.

Nor will you be liable for any loss if you have not been able to block your MobilePay for reasons for which we are responsible.

Nor will you be liable if the loss, theft or unauthorised appropriation of the personal security solution could not be detected by you prior to the unauthorised use.

Nor will you be liable for unauthorised use of MobilePay if this has been caused by actions performed by MobilePay Denmark's employees or a entity to which MobilePay Denmark's activities have been outsourced or said party's passivity.

In accordance with the Danish Payments Act, MobilePay Denmark is liable for your loss if the payee knew or should have known that there was unauthorised use of MobilePay.

MobilePay Denmark is also liable in accordance with the Danish Payments Act if you incur a loss as a result of unauthorised use where MobilePay does not require use of the personal security measure unless you have acted

fraudulently.

You will only be liable for loss incurred as a result of other parties' unauthorised use of MobilePay if the transaction has been correctly registered and booked by MobilePay.

At the end of these terms and conditions, you can see extracts of the Danish Guardianship Act, the Greenlandic Legal Capacity Act and the liability rules in the Danish Payments Act.

### **J15. Blocking of your MobilePay**

If your MobilePay is blocked, see section A7, you cannot use your money gift. When the reasons for the blocking are no longer present, the blocking will be lifted and you can use your money gift in MobilePay again.

### **J16. MobilePay Denmark's access to withhold e-money from money gifts**

If we find that the amount used to buy e-money is connected with fraud, funds that do not belong to you or unauthorised payments, we may withhold your e-money to cover any claim we may have against you in this respect.

### **K Gift Card via MobilePay**

MobilePay has made a collaboration with GoGift A/S who sells gift cards. This collaboration makes it possible for GoGift A/S to offer GoGift's gift cards via the MobilePay app. This means that MobilePay is acting as a sales-platform and intermediary of GoGift's gift cards and that you as a buyer of gift cards via the MobilePay app enter into an agreement directly with GoGift A/S. In the following, GoGift is referred to as the 'merchant'. When you buy a gift card from the merchant via the MobilePay app, you therefore have to accept the terms and conditions of the merchant.

You can give and receive gifts in the MobilePay app. You can find this under 'Gifts'. You have to be a MobilePay user in order to buy and receive gifts via MobilePay. A gift can be either a money gift, which is offered by MobilePay (see section J for terms and conditions for the use of money gifts), or a gift card, which you buy from the merchant who offers the gift card via the MobilePay app.

A purchase of a gift card consists partly of the gift card and partly of the digital wrapping for the gift card (wrapping). When you buy a gift card, you can choose between wrapping, that does not cost anything, or wrapping that you



have to pay for. When you choose wrapping, that you have to pay for, you have to accept MobilePay's Sales Terms and Conditions for the purchase of wrapping or money gifts, since MobilePay is the provider of the digital wrapping.

The gift cards that you buy and receive via the MobilePay app is delivered to you in the app. Hereafter, it is your responsibility how you store the gift card. You can choose whether you want to export the gift card from your MobilePay app, for example by sending the gift card to your e-mail or by printing it. We draw special attention to the fact that if your MobilePay account is blocked or closed it will not be possible to access gift cards in the MobilePay app.

## **K1 Buying gift cards**

### **K1.1 Your agreement regarding the purchase of a gift card with the seller of gift cards**

MobilePay facilitates the sale of gift cards via the MobilePay app as a sales-platform. This means that when you buy a gift card you enter into the agreement directly with the merchant who offers the gift card via the MobilePay app. Thus, you do not enter into the agreement regarding purchase of the gift card with MobilePay.

When buying a gift card via MobilePay, you must accept the terms and conditions of the merchant for the purchase of the relevant gift card. The merchant determines the terms and conditions for the gift card. This means amongst others that it is the merchant who sells the gift card who is responsible for rules regarding cashing in the gift card at the store where the gift card can be used and responsible for errors and omissions in the gift card.

It is the merchant, who sells the gift card, who determines the validity of the gift card. MobilePay reserves the right for changes in the validity of the gift card as well as printing errors in the information about the gift card in the MobilePay app. You can read about your right to redeem the value of the electronic gift card before the termination of the agreement and until one year after the expiration in the terms and conditions of the merchant.

You do not pay anything to MobilePay when you buy a gift card via the app. However, you can choose to buy digital wrapping from MobilePay, which can cost money. The digital wrapping has different prices. The price of the different wrappings is stated in Danish kroner (DKK), inclusive of VAT, and will always be clearly stated for each type of wrapping. For further details, see the menu item 'Gifts' in your MobilePay. You buy the wrapping from MobilePay and you have

to accept MobilePay's Terms and Conditions for purchase of the wrapping or money gifts when buying the wrapping.

You must be at least 18 years old to buy and give gift cards via the MobilePay app. However, if you have not attained the age of 18, you may buy and give gift cards via the MobilePay app if your parent/your guardian consent to this. MobilePay Denmark may request documentation for this and we are entitled to block use of the gift function if you do not comply with this.

### **K1.2 Delivery of gift cards**

Gift cards, bought via the MobilePay app, are delivered to the receiver in the app. When you buy and give a gift card to another MobilePay user, you can choose whether the receiver shall receive the gift card immediately, at a chosen time in the future or by receiving a physical gift-code, which must be activated in the app.

When buying a gift card, you must be aware of the following:

- The name and mobile phone number (including unlisted numbers) that you are registered with will be shown to the MobilePay user who receives your gift card, including any possible text on the gift card
- MobilePay amongst others registers your name and the name, picture and mobile phone number (including unlisted numbers), including any possible text on the gift card of the receiver of the gift card

The receiver of the gift card can only receive the gift card if the receiver's MobilePay has not been closed or blocked. If the receiver's MobilePay is closed or blocked MobilePay will annul the purchase of the gift card and return the amount to the beneficiary account you have linked to your MobilePay.

## **K2 Right of withdrawal, redemption and annulment**

### **K2.1 Purchase of the gift card and cash redemption**

When the gift card is delivered in the app, either directly or with future delivery, the receiver of the gift card receives the electronic gift card in MobilePay. The terms and conditions for redemption and the terms and conditions for exercising the right of withdrawal in the Consumer Contracts Act regarding purchase of the gift card follows from the terms and conditions of the merchant that you have bought the gift card from, which you must accept when buying the gift card.

## **K2.2 Purchase of the wrapping**

If you have chosen to buy wrapping, you have the right to withdraw from the purchase of the wrapping that you have bought from MobilePay. However, when buying wrapping you accept that the right of withdrawal expires at the time where the gift card is delivered to the receiver (if you have chosen delivery via MobilePay) or at the time where the receiver activates the gift-code (if you have chosen delivery via gift-code). However, you can annul the purchase of the gift card as well as the purchase of the digital wrapping until the time of delivery (see below).

## **K2.3 Annulment**

You have a right to annul the gift card, and to redeem the e-money account (to read more about e-money when buying gift cards see section K4) until the time where the gift card is delivered or activated by the receiver. This means that gift cards, which are delivered to the receiver immediately, cannot be annulled. However, you normally have a right to withdraw from the agreement regarding purchase of the gift card, which you can read more about in the terms and conditions of the merchant selling the gift card.

## **K2.4 Gift cards with direct delivery**

When the gift card is delivered directly (immediately) to another MobilePay user you buy the gift card, which is delivered to the MobilePay user that you have chosen, immediately. Gift cards with direct delivery cannot be annulled in the app. However, you normally have a right to withdraw which you can read more about in the terms and conditions of the merchant selling the gift card.

## **K3 Gift cards with future delivery, including use of gift-code**

If you choose future delivery, MobilePay will try to make sure that the gift card is available at the merchant who sells the gift card and make sure that the chosen MobilePay user receives the gift card in MobilePay at the time chosen by you (maximum 30 calendar days from the time where you buy the gift card). This presupposes that the chosen MobilePay user's account is not closed or blocked at the time of delivery.

If you choose to give the gift card with the gift code solution, you must hand over the gift code to the MobilePay user that you have chosen as the receiver. You receive a unique redemption gift code that represents your gift card and the value, and when the gift code is activated in the MobilePay app, the gift card will be bought from the merchant and made available to the receiver. The receiver must activate the gift code within 30 calendar days from the purchase date of the gift card. If the gift code is not activated before the expiry of the 30

calendar days, the gift amount will be returned to the beneficiary account you have linked to your MobilePay.

You must yourself ensure that the right MobilePay user receives your gift card, for example by handing it over to the receiver physically. Please note, that the gift code represents the amount you have chosen to give as a gift card. Any MobilePay user who knows the gift code can activate it. Therefore, you must store the gift code with due care. You must also make the receiver of the gift card aware of this, and you must inform the receiver of the activation deadline (30 calendar days). If you lose the gift code, or do not want to have it anymore, you may cancel and return it under 'Gifts' in MobilePay, provided that it has not been activated.

#### **K4 E-money and purchase of the gift card**

If you choose to buy a gift card with future delivery or with the gift code solution, MobilePay will issue e-money for you as a gift giver. When you approve the purchase in the MobilePay app, you hereby pay for the e-money and chooses that the e-money will be used for payment of the gift card chosen by you. The money for buying the e-money will be withdrawn when you accept the purchase of the gift card via the app. The e-money will be stored at MobilePay Denmark and used to pay for the gift card that you have bought from the merchant via the app. The payment for the gift card itself will be made at the chosen time of delivery or at the time when the receiver activates the gift code in the app.

Please note, as MobilePay is not a bank, it is not a deposit. You will therefore not receive interests on the e-money amount assigned for a purchase of a gift card with future delivery.

You can at any time until the gift card is delivered to the receiver return your action – meaning to annul your purchase of a gift card and a possible digital wrapping – and the e-money amount will be exchanged to ordinary money and immediately transferred to your beneficiary account in MobilePay.

#### **K5 Purchase receipts when buying gift cards**

You will receive your purchase receipt for the purchase of the gift card in the MobilePay app and this receipt can be found in your activity list for at least 13 months after the date of the purchase. If you need to store the receipt for a longer period of time we recommend that you print the receipt or store it in another way. You can see the name of the merchant that you have bought the gift card from on the purchase receipt and see the terms and conditions of the merchant, which you have accepted when buying the gift card.

## **K6 Liability and defective goods**

MobilePay does not have any liability for defects in gift cards bought via the MobilePay app. Further, MobilePay does not have any liability for defective goods or services for which you have used a gift card bought via the MobilePay app. If you have any questions or complaints regarding the gift card or the delivered goods or services, you must contact the merchant who you entered into the agreement regarding purchase of the gift card with. It is stated on both the purchase receipt and the gift card, which are received in MobilePay, how to contact the merchant.

## **K7 Receipt and storage of gift cards**

You can as an active MobilePay user with an active MobilePay account receive gift cards from other MobilePay users. Please note, that the MobilePay user who has given you the gift card will be able to see your MobilePay name and mobile phone number (including unlisted numbers) when you activate a gift code.

The giver of the gift card can choose between two ways in which you can receive the gift card:

- You can receive the gift card in the MobilePay app. You can see the gift card under 'Gifts' in MobilePay.
- You can also receive a unique gift redemption code representing a gift card value. You can activate this code under 'Gifts' in MobilePay. Here you can also see the gift card.

Regardless of the way in which you receive the gift card, the gift card transaction will only be executed if the gift card has not been cancelled, activated or expired. The same applies if the gift giver's or gift receiver's MobilePay is blocked.

When you receive a gift card bought via the MobilePay app, you can access the gift card under the menu item 'Gifts'. The content of the gift card, for example text and pictures describing the terms and conditions for using the gift card, as well as the expiry date, is stated on the gift card.

If you have activated notifications in your MobilePay, you will receive a notification when the expiry date is getting closer. The expiry date of the gift card is stated on the gift card and is determined by the merchant who sold the gift card via the MobilePay app.

You can mark a gift card as 'used' under 'Gifts' in the app. If you have marked the gift card as 'used', you will not receive a notification when the expiry date is getting closer.

Please note, that you still have access to and can see the gift card in your MobilePay, even though you have marked the gift card as used.

The gift cards that you have received, whether they are used or not, can be found for a minimum of 13 months after the expiry of the gift card in your MobilePay. Gift cards bought via MobilePay can only be accessed as long as the receiver's MobilePay account is active. It is possible to export gift cards from the MobilePay app.

Any questions regarding use and redemption of gift cards shall be addressed to the merchant who sold the gift card. You can find the contact information on your gift card.

#### **K8 Thresholds and maximum spendings**

When you buy a gift card via MobilePay it will affect your annual and daily thresholds in MobilePay. For more information, see <https://www.mobilepay.dk/hjaelp/mobilepay-til-private/fakta/hvor-meget-kan-jeg-overfoere-med-mobilepay>

#### **K9 Inactivity, termination of the MobilePay agreement and closing of the money gifts**

If your MobilePay is closed because your MobilePay has been inactive, see section A8.2, gift cards received via MobilePay cannot be accessed. You will be notified within reasonable time before your MobilePay is closed due to inactivity if you have unused gift cards in your MobilePay. You have the possibility of exporting gift cards from the app.

If your MobilePay agreement is terminated, see section A8.2, regardless of the reason for this, you will not be able to access your gift cards. If MobilePay chooses to close the possibility of giving and having gift cards, users will be notified with two months' notice, see section A.10, so you have the possibility of exporting the gift card from the app.

#### **K10 Overview**

You can see your overview under 'Gifts' in the MobilePay app. Besides your money gift activity (see section J) you can as giver of a gift card see gift cards, which have not yet been activated/received. The gift cards when the receiver

has not yet activated/received constitutes e-money (see section K4) which will be used for purchasing the gift card that you have chosen.

### **K10.1 Checking account entries**

You must regularly check your gift card entries in the app under 'Gifts' and in your activity list. If you notice payments that do not match with your confirmations for the individual debits, that you do not believe that you have made or if you find that others have improperly given you a gift card, you must notify MobilePay as soon as possible.

### **K11 Blocking of your MobilePay**

If your MobilePay is blocked, see section A7, you cannot access the gift cards, which are accessible in the MobilePay app. When the reasons for the blocking is no longer present, the blocking will be lifted and you can access your gift cards again in your MobilePay app.

## The Danish Payments Act

### Liability rules

97.-(1) Notice of disputed unauthorised or faulty payment transactions must be received by the provider as soon as possible after the payer has ascertained such a payment transaction and no later than 13 months after the payment transaction in question has been debited. The time limit will be calculated from the date on which the provider has communicated this information or made it available if it has not been communicated in advance.

(2) Notice of disputed unauthorised or faulty payment transactions initiated through a provider of payment initiation services must be given to the accounting-holding provider in accordance with subsection (1), see, however, section 99(2) and (3) and section 104.

98.-(1) Where a payer denies having authorised or initiated a payment transaction, the payment service provider has the onus of proving that the payment transaction has been correctly registered and booked and is not affected by technical failure or other faults, see, however, subsection (3). In connection with the use of a payment instrument, the provider also has the onus of proving that the personal security measure linked to the payment instrument has been used in connection with the payment transaction.

(2) Where a payer denies having authorised or initiated a payment transaction, registration of the use of the payment instrument is not in itself proof that the payer has approved the transaction, that the payer has acted fraudulently or that the payer has failed to meet the payer's obligations.

(3) Where a payer denies having authorised or initiated a payment transaction which has been initiated via a provider of payment initiation services, the payment initiation service provider has the onus of proving that the payment transaction has been correctly registered and booked within the provider's competence area and is not affected by technical failure or other faults.

100.-(1) The payer's provider of payment services is liable to the payer for any loss incurred as a result of other parties' unauthorised use of a payment service, unless otherwise follows from subsections (2)-(5). The payer is only



liable in accordance with subsections (3)-(5) if the transaction has been correctly recorded and booked, see, however, subsection (2).

(2) The payer has unlimited liability for any loss arising out of the payer having acted fraudulently or having intentionally failed to meet the payer's obligations under section 93.

(3) Unless more extensive liability follows from subsections (4) and (5), the payer is liable for up to DKK 375 for any loss incurred as a result of other parties' unauthorised use of the payment service if the personal security measure linked to the payment service has been used.

(4) Unless more extensive liability follows from subsection (5), the payer is liable for up to DKK 8,000 for any loss incurred as a result of other parties' unauthorised use of the payment service if the payer's payment service provider documents that the personal security measure linked to the payment service has been used, and

1) that the payer has failed to notify the payer's provider as soon as possible after becoming aware that the payment instrument belonging to the payment service has been lost or that the unauthorised party has acquired knowledge of the personal security measure,

2) that the payer has intentionally disclosed the personal security measure to the party who has made the unauthorised use without the matter being covered by subsection (5) or

3) that the payer has made the unauthorised use possible through grossly reckless conduct.

(5) The payer is liable without limitation for any loss incurred as a result of other parties' unauthorised use of the payment service where the personal security measure linked to the payment service has been used, and the payer's provider substantiates that the payer has intentionally disclosed the personal security measure to the party making the unauthorised use and that this has been done under circumstances where the payer realised or should have realised that there was a risk of unauthorised use.

(6) Irrespective of subsections (3)-(5), the payer's provider is liable for any unauthorised use made

1) after the provider has been informed that the payment instrument linked to the payment service has been lost, that an unauthorised person has acquired

knowledge of the personal security measure or that the payer wishes to have the payment instrument blocked for other reasons,

2) when this has been caused by the acts of a provider's employees, agent or branch or an entity to which the provider's activities have been outsourced or their passivity, or

3) because the provider has not taken appropriate measures, see section 94(1) para (2).

(7) Irrespective of subsections (3)-(5), the payer's provider is also liable if the provider does not require strong customer authentication unless the payer has acted fraudulently. The payee or the payee's provider must indemnify the losses incurred by the payer's provider if the payee or the payee's provider has failed to use strong customer authentication. The first and second sentences are not applicable to services covered by section 1(5) and section 5 paras (14)-(16).

(8) Irrespective of subsections (3)-(5), the payer's provider is also liable if the loss, theft or unauthorised acquisition of the payment instrument linked to the payment service or the personal security measure linked to the payment service could not be discovered by the payer prior to the unauthorised use.

(9) Irrespective of subsection (3)-(5), the payer's provider is also liable if the payee knew or should have known that there was unauthorised use of the payment service.

(10) Subsections (1)-(9) are also applicable to e-money unless it is not possible for the payer's e-money issuer to block the payment account or the payment instrument.

### **Extract from the Danish Guardianship Act**

1.-(1) Children and adolescents under 18 years of age who have not contracted marriage are minors and therefore legally incompetent.

(2) Minors cannot undertake obligations themselves through contracts and other legal transactions or dispose of their assets unless otherwise specified.

(3) Unless otherwise expressly specified, guardians act on the minor's behalf in financial affairs.

42.-(1) Legally incompetent persons can themselves dispose of

- 1) what they have acquired through their own work after having attained 15 years of age or after they have been legally incapacitated.
- 2) what they have received for their free disposal as a gift or as inheritance by will with the exception of the legitimate portion, and
- 3) what the guardian has left at their disposal in accordance with section 25(3)

(2) The right of disposal also includes income from the acquired assets and what takes their place. It does not entail a right to undertake debts.

(3) With the Danish Agency of Family Law's approval, the guardian may strip the minor of the right of disposal if this is necessary to ensure the minor's welfare.

### **Extract from the Greenlandic Legal Capacity Act (*Myndighedsloven*)**

1.-(1) Persons under 18 years of age are under age. Persons over 18 years of age are of age, but may be declared legally incompetent in accordance with the provisions of section 2.

(2) Persons who are under the age of majority are referred to as minors. Minors and persons deprived of their legal capacity are collectively referred to as legally incompetent.

32.-(1) Legally incompetent persons cannot dispose of their assets or undertake obligations through contracts or other legal transactions unless otherwise provided below.

37.-(1) Legally incompetent persons can themselves dispose of what they have acquired through their own work after having attained 15 years of age or, if deprived of their legal capacity, after being declared legally incompetent. The right of disposal also includes income from such acquired assets and what takes their place. It does not entail a right to undertake debts.

(2) The right of disposal to which a minor is thus entitled may, if it is deemed to be in the interest of the minor, be revoked by the holder of the rights of custody, taking the acquired assets into his care. As regards minors who have entered into marriage, and persons deprived of their legal capacity, the right of disposal may be revoked by their guardian under the same provisions with the consent of the High Commissioner.

38-(1) The provisions of section 37 also apply to assets acquired by a legally incompetent person in the form of a gift or inheritance by will.

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