

# General Rules for Betalingservice Debtors

APPLICABLE FROM 1<sup>ST</sup> OF AUGUST 2020

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## 1. What is Betalingsservice

Betalingsservice is a payment service you can use to pay bills in Danish kroner to creditors who are using the system. When you have given a Betalingsservice mandate, the creditor can initiate payments from your payment account to the creditor's account.

Betalingsservice is intended for recurring payments, but creditors can also initiate one-off payments. Betalingsservice may also be used for credit transfers in some cases.

The access to create Betalingsservice mandates is subject to you having entered into a Betalingsservice debtor agreement with your bank, as described in section 3.

## 2. Definitions

### 2.1 Creditor

The creditor is the company that you are paying according to the Betalingsservice mandate.

### 2.2 Debtor

You are the debtor who is paying according to the Betalingsservice mandate.

### 2.3 Mastercard Payment Services

Mastercard Payment Services Denmark A/S, CVR no. 40 69 58 69, is the company that provides Betalingsservice. As a payment service provider, Mastercard Payment Services is subject to supervision by the Danish FSA. You can contact Mastercard Payment Services regarding Betalingsservice in two ways. You can either contact Mastercard Payment Services' customer service by telephone or use a contact form. Further information is available on the website: [www.betalingservice.dk](http://www.betalingservice.dk).

### 2.4 Betalingsservice debtor agreement (debtor agreement)

A debtor agreement is an agreement between you and your bank that enables you to use Betalingsservice.

### 2.5 Betalingsservice mandate (mandate)

A mandate is an agreement between you and the creditor that allows the creditor to initiate payments from you through Betalingsservice.

### 2.6 Betalingsservice pre-notification

A Betalingsservice pre-notification lists the coming month's payments from your payment account. You will receive a Betalingsservice pre-notification in the manner you have agreed with your bank, i.e. digitally or by ordinary mail.

## *2.7 Digital payment information*

Digital payment information is a digital delivery of payment details e.g. via your online bank or your digital mailbox, such as e-Boks. Digital payment information may contain notification texts from the creditors and attachments included as supplement to the Betalingservice pre-notification.

## *2.8 Banking days*

Banking days are all days except Saturdays, Sundays, Danish public holidays, the Friday after Ascension Day, Constitution Day in Denmark (5 June), 24 December and 31 December.

## *2.9 Payment date*

The payment date is the day on which the amount is debited from your payment account. Payments are processed on banking days only.

## *2.10 Refusal*

If a payment is refused, it cannot be executed. You can refuse a future payment if the conditions are met; see section 9.

## *2.11 Returns*

When a payment is returned, the amount will be returned from the creditor's account to your account. You or your bank may request the return of an already completed payment if the conditions are met; see section 9.

## **3. Registration with Betalingservice**

It is a prerequisite for using Betalingservice that you have entered into a debtor agreement with your bank.

The debtor agreement may be incorporated into the agreement you have with your bank concerning the payment account that you want to use for Betalingservice.

If you wish to use Betalingservice, you must contact your bank. Unless otherwise provided by law your bank is not obliged to enter into a debtor agreement with you but will determine, based on an individual assessment, whether you are eligible to use Betalingservice.

Once you have entered into a debtor agreement with your bank, you are free to create as many mandates as you need.

If you do not have a debtor agreement, your bank has the right to return any completed payments and cancel any mandates in accordance with section 9.

## 4. Mandates

### 4.1 *Effect of mandates*

When you create a mandate, you authorise the creditor to initiate transfer of amounts between your payment account and your creditor's account on the payment date specified by the creditor.

### 4.2 *Creation of mandates*

You can create mandates through various channels or solutions that are made available to you. This could e.g. be:

- Through creditor
- Through your bank
- Through Mastercard Payment Services

### 4.3 *Mandate creation request from creditor*

If you, in connection with a purchase of a product or service, wish to assign future payments to Betalingsservice, the creditor can send you a mandate creation request. The creditor will need your mobile- or CPR-number in order to send you the request.

### 4.4 *Mandates in the Betalingsservice pre-notification*

When you create a new mandate, it will be listed in the Betalingsservice pre-notification as newly registered.

Payments will at the earliest be executed through Betalingsservice when the mandate is listed in the Betalingsservice pre-notification. Until the mandate appears on the Betalingsservice pre-notification, you will have to pay the creditor by other means of payment.

### 4.5 *Identification and approval*

Your identity must be verified, and you need to approve the mandate, if you create the mandate digitally through a solution provided by Mastercard Payment Services or your bank. You can verify and approve through NemID or other similar solution.

If the mandate is not created digitally, creditor or your bank must also ensure documentation of your identity and your approval of the mandate.

No identification or approval are necessary for subsequent payments according to the mandate.

For additional information about the possibilities for you to refuse or return a payment, see section 9.



#### *4.6 Change of account number*

If you want to change the account, to which a mandate is associated, you must arrange this with your bank. If you change your account number because you are about to switch banks, you must contact your new bank.

#### *4.7 Transferring a mandate to another debtor*

If you want to transfer a mandate to another person, then you have to terminate the mandate and the new debtor needs to create a new mandate, unless your bank ensures consent and sufficient documentation for the transfer from you to the new debtor. Thereby the bank can complete the transfer of mandate

The provision also applies in the event that the receiving debtor is already jointly obligated with you by the mandate, and as a result of the transfer of mandate will be the only obligated person in the future e.g. in case of a divorce.

## **5. Processing of personal data**

By entering into a debtor agreement, you accept that your bank or creditor discloses the necessary information about you to Mastercard Payment Services, in order to identify you and execute the Betalingsservice agreement.

The privacy policy for Betalingsservice is available on the website [www.betalingservice.dk/privat/gdpr](http://www.betalingservice.dk/privat/gdpr). In the privacy policy you can read about your rights, legal basis, which types of your personal data Mastercard Payment Services processes and how Mastercard Payment Services secures your personal data.

If you do not want your personal data to be processed in Betalingsservice, you can terminate the debtor agreement at any time cf. section 12. When the debtor agreement is terminated, you will not be able to use Betalingsservice

## **6. Pre-notification in Betalingsservice**

### *6.1 Betalingsservice pre-notification*

If you have payments in the month to come, you will receive one or more Betalingsservice pre-notifications.

As a general rule, you will receive the Betalingsservice pre-notification digitally. Your bank may choose to offer the Betalingsservice pre-notification in a printed version.

If you only receive the Betalingsservice pre-notification digitally, you must be aware of the terms on digital payment information in section 7.

### *6.2 When will you receive the Betalingsservice pre-notification?*

If you receive the Betalingsservice pre-notification digitally, it will be available to you before the change of the month.

If you have payments due during the next month, the printed Betalingsservice pre-notification will arrive at your address before the change of the month, assuming the postal service operates at a normal level.

### *6.3 Content of the Betalingsservice pre-notification*

The Betalingsservice pre-notification includes information about the amount, the payment date, the creditor's name and information about the payment enabling you to identify the payment.

Along with the Betalingsservice pre-notification you may receive attachments with additional information from the creditor.

### *6.4 Pre-notification as an invoice*

The Betalingsservice pre-notification and the attachments may serve as an invoice. The same applies to digital payment information.

### *6.5 Printed copy of the Betalingsservice pre-notification*

You may request a printed copy of the Betalingsservice pre-notification at your bank. The copy can be printed in the year in which payment has been made and during the subsequent five calendar years.

You can obtain information about the cost of a printed version from your bank.

## **7. Special rules on digital payment information**

### *7.1 Access to digital payment information*

Your digital payment information will be available in your online bank and/or your digital mailbox in the month during which the payment was completed and at least in the subsequent 13 months.

Your bank can tell you how long the digital payment information is stored in your online bank, whereas the provider of the digital mailbox can inform you likewise.

If you need to store digital payment information for a longer period of time, your bank and/or the provider of your digital mailbox can inform you of your options for storing or printing the payment information. Your bank can also provide information about what you should do, if you change bank.

## *7.2 Your obligations in connection with digital payment information*

It is your responsibility to check that you have received the Betalingsservice pre-notification and any additional payment information, such as the notification text from the creditor and any attachments included as a supplement.

You must contact your bank immediately, if you have not received an expected digital Betalingsservice pre-notification at the end of a month or if you discover faults in your equipment preventing you from receiving this information digitally. The bank will then make sure that the payment information is submitted again – either digitally or as a printed copy.

If you do not contact your bank immediately, you might miss the deadline for rejecting or requesting a refund of a payment, according to section 9.1.

It is your responsibility to ensure that your own equipment, such as computers, software and Internet access, is suitable for the receipt of digital payment information. You are also responsible if the lack of access to the information is due to circumstances relating to e.g. your Internet service provider.

## **8. Completion of payments**

### *8.1 Sufficient funds on your account*

There must be sufficient funds on your account on the payment date. If there are insufficient funds on the account on the day in question, your bank will be entitled to return a payment; cf. section 9.

### *8.2 Time of execution of payments*

The amount is debited on your account on the payment date as indicated by the creditor in the Betalingsservice pre-notification.

### *8.3 Establishing the payment date*

The creditor must specify a payment date in accordance with your agreement. If you want the creditor to change an agreed payment date, you must mutually agree to this.

### *8.4 Payment and receipt*

Payment from your account through Betalingsservice has the effect of discharging you from your payment obligation.



You are entitled to consider an account statement specifying the payment as evidence that payment was completed. However, this does not apply if the payment is subsequently returned.

### *8.5 Maximum completion time*

The maximum total completion time is one banking day.

## **9. Refusals and requests for return of payments**

### *9.1 General deadline*

No later than on the seventh day of the month of payment, you can refuse a future payment or request a return of a payment made in the month in question.

If you can see that there is a pending payment on the Betalingsservice pre-notification on e.g. the 25th, you may refuse the payment no later than the seventh day of the payment month.

If the payment has already been completed, the amount will be returned to your payment account from the creditor's account. Information about the return will appear on your account statement.

A payment can only be refused or returned in full.

The refusal or the request for return of a payment only applies to the actual payment and thus not to any future payments under the mandate. If you wish to stop all future payments to a creditor, you must cancel your mandate with the creditor in question, cf. section 11.1 or cancel your debtor agreement, if you do not wish to use Betalingsservice any longer; cf. section 12.

### *9.2 How to refuse/request return of a payment*

You must give your bank notice no later than on the seventh day of the payment month, if you wish to refuse/request return of a payment.

You can give your notification digitally in your online bank, by letter to your bank, or in some other way, if you have agreed this with your bank.

### *9.3 The bank's return of payments*

Your bank may return a payment if:

- there are insufficient funds on your account on the payment date and the payment exceeds DKK 1,000
- you have not entered into a debtor agreement with your bank
- your bank has terminated the debtor agreement before the payment date.
- the mandate has expired because, prior to the payment date, you no longer hold an account with the bank
- the payment data is incorrect or processing is incorrectly executed.

Your bank's request for a return must be received by Mastercard Payment Services no later than two banking days after the payment date. If Mastercard Payment Services receives the request on time, Mastercard Payment Services will ensure that the full amount is returned from the creditor's account to your account.

Your bank will notify you of the return once it has been completed.

### *9.4 Expiry of deadlines*

If the deadline for refusal or request for return is not on a banking day, the deadline is the following banking day.

## **10. Objections**

### *10.1 Unauthorised or incorrectly executed payments*

A payment is considered to be unauthorised, if a valid mandate is not in force.

A payment is considered to be incorrectly executed, if it is not registered and logged correctly, or if the payment is affected by technical failure or similar failure caused by Mastercard Payment Services or the bank, e.g. if there is a discrepancy between the notified and the charged amount.

### *10.2 Your options to object*

You may file an objection towards your bank regarding:

- an incorrectly executed payment
- an unauthorised payment when you have not given a mandate to the creditor to use Betalingservice for the debt in question.

If you believe a completed payment was incorrectly executed or unauthorised, you must contact your bank as soon as possible after you become aware of the irregularity and no later than 13 months after the payment date.

If the payment was incorrectly executed or unauthorised, the payment will be refunded in full through your bank. You will be compensated as if the payment had not been executed.

### *10.3 Expiry of deadlines*

If the deadline for filing an objection is not on a banking day, the deadline is the following banking day.

## **11. Termination of mandates**

### *11.1 Your termination of a mandate*

You may at any time notify your bank or a creditor that you wish to terminate a mandate.

### *11.2 When will your termination become active?*

Your termination of a mandate will become active as soon as possible. Termination will at the latest become active for payments that are to be executed three banking days after Mastercard Payment Services received the termination from your bank or from the creditor.

### *11.3 Discontinuation of mandates due to non-use*

A mandate can be discontinued if it is not used for a period of 15 months. If a mandate is discontinued, you will receive a message hereof in the Betalingsservice pre-notification.

### *11.4 Termination of the debtor agreement*

If your debtor agreement with the bank has been terminated, cf. section 13, all mandates created under the debtor agreement will be cancelled.

### *11.5 If the creditor stops using Betalingsservice*

If the creditor no longer wishes to use Betalingsservice, your mandate with the creditor will be cancelled automatically.

### *11.6 Consequence of termination or discontinuation*

When a mandate is terminated or has been discontinued, the creditor can no longer initiate payments from your account. A payment that have been notified but not yet executed will not be completed.

Mandates, that have been terminated or discontinued, will be listed on the Betalingsservice pre-notification.

## **12. Your termination of the debtor agreement**

### *12.1 No time limit for your termination*

You may at any time terminate your debtor agreement with your bank.

### *12.2 Consequence of your termination*

If you terminate the debtor agreement, all mandates registered under it will be cancelled. This entails that the creditor will not be able to use Betalingsservice to initiate any future payments from you.

Even if payments are listed on the Betalingservice pre-notification, they will not be executed, if the payment date is later than the termination date of the debtor agreement.

### *12.3 When will your termination notice become active?*

Your termination of the debtor agreement will become active as soon as possible and at the latest for payments that are to be executed three banking days after your bank received the notice of termination.

## **13. The bank's termination of the debt- or agreement**

### *13.1 The bank's notice of termination*

Your bank may terminate your debtor agreement with at least two months' written notice.

Your bank may furthermore terminate the debtor agreement without notice, if you are in material breach of your contractual obligations with your bank. You will receive a written, justified notification from your bank. This applies e.g. in repeated case of insufficient funds on your account, cf. section 8.

### *13.2 Consequence of termination of the debtor agreement*

If your debtor agreement with the bank is terminated, mandates registered under the debtor agreement will be cancelled. This entails that you will no longer be able to use Betalingservice to pay your creditors.

## **14. If the bank fails to meet its obligations**

If a payment in Betalingservice is not completed due to the fact that your bank is subject to formal restructuring or insolvency proceedings, the creditor may claim the amount from you in a different way.

In such circumstances, the creditor cannot claim usual remedies for breach of contract due to the non-execution of the payment, provided that you pay within the new payment date set by the creditor.

## 15. The bank's liability

The bank is liable if, by reason of error or negligence, it performs its agreed duties late or defectively.

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

- breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below, regardless of whether the bank itself or a third-party supplier is responsible for the operation of these systems
- failures in the bank's power supply or telecommunications, legal actions or administrative acts, natural disasters, war, revolt, civil unrest, sabotage, terrorism or malicious damage (including computer viruses and hacking), strikes, lockouts, boycotts or blockades, irrespective of whether the dispute is directed against, or was instigated by the bank itself or its organisation, and irrespective of the reason for the dispute. This also applies if the conflict affects only parts of the bank
- other circumstances beyond the bank's control.

The bank's exclusion from liability does not apply where:

- the bank ought to have foreseen the circumstances that caused the loss when the agreement was entered into, or where it ought to have avoided or overcome the cause of the loss
- the bank is liable by law in all circumstances for the circumstances causing the loss.

## 16. Prices

### 16.1 Bank

You should contact your bank, if you wish to be informed of any prices in related to BetalingsService.

### 16.2 Creditor

Some creditors require payment for the use of BetalingsService.

This should be specified along with the collection of the payment.

## 17. Change and disclosure of the rules

### 17.1 Notification of changes

Changes to these rules that are unfavourable to you are subject to two months' notice. Other changes may be made without prior notice. You will be notified of changes, e.g. by email, ordinary mail or in your online bank.

### *17.2 Acceptance of changes*

You are deemed to have accepted the notified changes unless you inform your bank that you do not wish to be bound by the new rules. In such a case, you will be deemed to have terminated the debtor agreement as of the date when the changes enter into force.

### *17.3 Disclosure of rules*

You may at any time request your bank to provide you with a copy of this document with the General rules for Betalingservice debtors.

## **18. Applicable law, legal venue and disputes**

These rules are governed by Danish law.

You may contact Mastercard Payment Services if you wish to complain about Mastercard Payment Services or Mastercard Payment Services' products.

If you wish to complain about the creditor's collection, you must contact the creditor.

Disputes in relation to your or the creditor's bank may be brought before the Danish Complaint Board of Banking Services as well as the ordinary courts in Denmark with the court in the jurisdiction of your bank as the proper venue.

Any disputes relating to Mastercard Payment Services' role as a payment service provider may be brought before the Danish Financial Supervisory Authority.

Mastercard Payment Services is authorised to operate as a payment institution under the Danish Financial Supervisory Authority's FT no. 22034.

## **19. Language**

This is a translation of the Danish version of the General rules for Betalingservice debtors. All communication with you will be in Danish.

In case of any discrepancy between the versions, the Danish version will take precedence over any other version of the General rules for Betalingservice debtors.