

# **General Terms and Conditions for Betalingservice Creditors**

APPLICABLE FROM 21 DECEMBER 2022

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## 1. What is Betalingsservice?

Betalingservice is a payment service that a creditor can use to initiate payments in Danish kroner between the creditor's account and the debtor's account.

Betalingservice is intended for recurrent payments from debtors, but creditors can also initiate one-off payments. Betalingsservice can also be used for credit transfers as described in section 6.3.3.

## 2. Definitions

### *2.1 Refusal*

If a payment is refused, it cannot be executed. Debtor can refuse a future payment if the conditions are met; see section 10.1.

### *2.2 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.

### *2.3 Betalingsservice mandate (mandate)*

A mandate is an agreement between a debtor and a creditor that allows the creditor to initiate payments of due amounts from the debtor by using Betalingsservice.

### *2.4 Payment date*

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

### *2.5 Payment data*

Payment data is the data that forms the basis of the payment and which the creditor sends to Mastercard Payment Services. The specification of payment data is provided in the guidelines.

### *2.6 Betalingsservice pre-notification*

The Betalingsservice pre-notification shows the coming month's payments from the debtor's account. The pre-notification is forwarded to the debtor digitally or by ordinary mail before the turn of the month.

## *2.7 Mastercard Payment Services*

Mastercard Payment Services Denmark A/S, CVR no. 40 69 58 69, is the company that offers Betalingsservice and enters into an agreement with the creditor upon registration with Betalingsservice. As a payment service provider, Mastercard Payment Services is subject to supervision by the Danish Financial Supervisory Authority (FSA). See Mastercard Payment Services' contact information on the website: <https://www.mastercardpaymentservices.com/>.

## *2.8 Returns*

If a payment is returned, the amount is returned from creditor's account to debtor's account. Debtor or debtor's bank may request the return of a completed payment if the conditions are met; see section 10.

## *2.9 Betalingsservice debtor agreement (debtor agreement)*

A debtor agreement is an agreement between debtor and debtor's bank to effectuate that debtor can use Betalingsservice.

## *2.10 The guidelines*

The guidelines refer to the applicable version of the Betalingsservice creditor guidelines, "Vejledning for kreditorer - Automatiske betalinger & BS Indbetalingskort", and "Betalingsservice guidelines for Data Suppliers", including the documents on deliveries to and from Betalingsservice.

# **3. Creditor's agreement on the use of Betalingsservice**

## *3.1 The agreement with Mastercard Payment Services*

A creditor who wishes to use Betalingsservice must enter into a creditor agreement with Mastercard Payment Services. The agreement including appendices is a prerequisite for creditor's use of Betalingsservice.

To enter into a creditor agreement with Mastercard Payment Services, creditor must have an active Danish CVR-number or tax registration number.

In the agreement, creditor may add one or more additional services to Betalingsservice.

## *3.2 Entry into force*

The agreement enters into force when creditor's bank has approved that creditor can use an account for Betalingsservice. Creditor's bank is not obliged to provide an account for creditor's use of Betalingsservice.

### *3.3 Disclosure of data*

Mastercard Payment Services shares information about creditor, e.g., name, FI-creditor number, CVR-number etc., with the Danish banks. The data is used by the banks to identify creditor towards the customers and generally to get information on which Betalingsservice services creditor uses.

## **4. Creditor's responsibilities**

### *4.1 Terms and conditions and guidelines*

Creditor must comply with the applicable terms and conditions and guidelines for Betalingsservice. In case of any discrepancies, these terms and conditions and other appendices to the agreement shall take precedence over the guidelines.

### *4.2 Use of Betalingsservice as a condition*

If payment via Betalingsservice is a condition for creditor's sale of goods/services to debtor, this should be clearly stated in the agreement between creditor and debtor.

### *4.3 Fees and transparency*

Creditor may choose to charge debtor a fee for executing payment via Betalingsservice. If a fee is charged to a debtor who is a consumer, creditor should clearly state the amount that creditor keeps as his own fee and the amount that creditor pays to Mastercard Payment Services. This can e.g., be done by referring to the price list on [www.betalingservice.dk](http://www.betalingservice.dk).

### *4.4 Establishment of the payment date*

Creditor must specify a payment date which is in accordance with the agreement with debtor. If creditor wants to change the payment date, debtor must be informed within the deadlines agreed with debtor.

### *4.5 Validity of payment data*

Creditor is responsible for ensuring that the payment data submitted to Mastercard Payment Services is correct and validated.

### *4.6 Updating of the creditor's information*

Creditor is responsible for updating all relevant information that creditor gave Mastercard Payment Services when entering the agreement to use Betalingsservice.

On Mastercard Payment Services' request, creditor is obligated to submit any information that Mastercard Payment Services needs to comply with applicable regulatory requirements.

#### *4.7 Use of information received*

If creditor receives debtor's personal data when debtor creates a mandate, this data must only be used to initiate payments in accordance with that mandate.

Creditor is obligated to ensure that a legal basis is in place for creditor's disclosure of debtor's CPR-number to Mastercard Payment Services for creation of the mandate.

Creditor is also obligated to ensure a legal basis for Mastercard Payment Services' disclosure of debtor's CPR-number to e-Boks A/S, if debtor shall receive creditor's payment slip in debtor's e-Boks and/or shall be able to create a mandate through e-Boks.

#### *4.8 Exclusion of CPR-numbers in the Betalingsservice pre-notification*

Creditor must refrain from including debtor's CPR-number in the Betalingsservice pre-notification.

Mastercard Payment Services reserves the right to mask CPR-numbers that are included in the payment data submitted to be presented in the Betalingsservice pre-notification.

## **5. The debtor's registration with Betalingsservice**

### *5.1 The debtor agreement*

Debtor's bank is not obliged to enter into a debtor agreement with debtor.

Once a debtor has entered into a debtor agreement with debtor's bank, debtor may create mandates.

Debtor's bank is entitled to return any completed payments and to withdraw the mandate in accordance with section 10.2, if debtor does not have a debtor agreement.

## **6. Mandates**

### *6.1 Creation of mandates*

Debtor may through the Betalingsservice app, through the bank or through other channels create a mandate towards a creditor, if the debtor has a debtor agreement with his/her bank.

Digital creation of a mandate through Mastercard Payment Services or a bank requires that debtor is identified with two-factor authentication and thereby authorises the creditor to initiate payments in accordance with the mandate.

Creditors can set up their own solutions to enable debtors to create mandates.

If creditor enables the debtor to create a mandate directly through creditor's own solution without the involvement of Mastercard Payment Services or a bank, creditor must send the mandate to Mastercard Payment Services in accordance with the procedure described in the guidelines. Creditor must be able to prove that the mandate creation was requested by the debtor. The agreement cannot be enforced according to its content, if the creation is not documented.

## *6.2 The effect of mandates*

When a debtor gives a BS mandate to a creditor, debtor authorises creditor to initiate a payment transaction between debtor's account and creditor's account on the payment date specified by creditor.

Creditor must charge the due amount through other means if the mandate is not yet active at the time of the first payment.

## *6.3 Use of debtor's mandate*

Creditor is only allowed to use Betalingsservice for payments regarding debtor's payment obligations, if debtor has given a mandate to creditor related to the specific payment obligation.

### **6.3.1 Content of the mandate**

When creating the mandate, it must be clearly specified which commercial agreement and which services are covered by the mandate. Mandates which cover all kinds of unspecified future services are not allowed.

### **6.3.2 Changes to a mandate**

Changes to the commercial agreement, that entail changes in debtor's mandate, must be amended in accordance with section 6.1.

### **6.3.3 Credit transfers**

The mandate can be used for credit transfers to debtor. It can e.g., be in case of surplus on account payments, reduction in price because of defects, return of goods, termination of a subscription, pay-out of winnings or similar.

### **6.3.4 No transfer of mandate**

Mandates cannot be transferred to another debtor. If an existing customer number is to be reused, the mandate needs to be deregistered and created again.

## *6.4 Transfer of a mandate*

Mandates cannot be transferred to a new creditor if the previous creditor has transferred the business area, from where services are supplied to the debtor, to a new creditor. New mandates must be created between debtor and the new creditor.

## **7. Mastercard Payment Services' pre-notification of the debtor**

### *7.1 Betalingsservice pre-notification*

Mastercard Payment Services issues one or more Betalingsservice pre-notifications to debtor, if payments from debtor are to be made in the next month. The Betalingsservice pre-notification is sent to debtor digitally and/or as printed copy, at debtor's choice.

### *7.2 Content of the pre-notification*

The amount, the payment date, creditor's name and information about the payment must be stated in the Betalingsservice pre-notification, so that debtor can identify the payment.

Creditor's name on the Betalingsservice pre-notification must be recognizable to debtor and have a direct relation to the name of the business/association, product or activity.

### *7.3 Digital pre-notification*

If debtor receives the information digitally, the pre-notification will be available to debtor in debtor's online bank and/or digital mailbox before the end of the month.

### *7.4 Pre-notification as a printed copy*

If the postal service is working as scheduled, the Betalingsservice pre-notification will reach debtor's address before the end of the month.

### *7.5 The Betalingsservice pre-notification as an invoice*

The Betalingsservice pre-notification can constitute an invoice. It is the responsibility of creditor to ensure that the details on the Betalingsservice pre-notification comply with statutory requirements relating to invoices.

## **8. Payment data**

### *8.1 Requirements for payment data*

Payments are executed based on payment data delivered to Mastercard Payment Services by creditor. Creditor is subject to the applicable "General terms and conditions for data communication with Mastercard Payment Services Denmark A/S", cf. clause 8.5.

Payment data must only relate to payments based on valid mandates and must comply with the specifications in the guidelines.



## *8.2 Sending payment data to Mastercard Payment Services*

Mastercard Payment Services Denmark will, upon receipt of the data delivery, confirm whether it meets the structural requirements and provide a positive transmission receipt. Otherwise, the delivery is rejected, and a negative transmission receipt is provided.

It is creditor's responsibility to resend the data delivery if no positive transmission receipt is received.

## *8.3 Validation of payment data*

When Mastercard Payment Services Denmark has provided a positive transmission receipt, the data delivery undergoes Mastercard Payments Services' validation. Mastercard Payment Services validates the data delivery to determine whether it can be loaded and processed according to its content. If the data delivery can be validated with a positive result, then Mastercard Payment Services takes over the responsibility for the data delivery. If the data delivery is faulty or inadequate, Mastercard Payment Services will provide the creditor (or its data supplier) with a negative validation receipt.

It is creditor's responsibility to send a corrected data delivery if a negative validation receipt is provided.

## *8.4 Exceeded deadline – extra notification*

If data is not received in a readable format within the deadline – 6.30 p.m. on the sixth last banking day of the month prior to the collection month – then the collections cannot be sent in the ordinary course of action but will require extra notification.

Extra notification will be initiated if the validation receipt from the received payment data is timestamped between 6.30 p.m. on the sixth last banking day and 6.30 p.m. on the third last banking day. Extra notifications are subject to separate charge according to the price list.

## *8.5 Use of third-party as data supplier*

If creditor uses a third-party as data supplier, creditor is subject to risk and liability according to the same rules and with the same legal effect as would apply, if creditor had been the direct supplier of the payment data to Mastercard Payment Services.

The third-party data supplier must enter into a data supplier agreement with Mastercard Payment Services.

## *8.6 Processing of personal data*

Mastercard Payment Services collects and processes personal data in accordance with the privacy notice for Betalingservice, which can be found on the website [www.betalingservice.dk](http://www.betalingservice.dk).

## *8.7 Data controller*

Each of the parties, Mastercard Payment Services, the bank, and creditor, respectively, are acting as individual data controllers for their own processing of personal data within Betalingservice.

If creditor engages a third-party as data supplier, creditor is as data controller also responsible for entering a data processing agreement with the third-party data supplier acting as data processor on behalf of creditor.

### *8.8. Collaboration in case of breaches of personal data security*

In the event of data breaches within Betalingsservice related to personal data, Mastercard Payment Services, the bank and creditor shall, to the extent possible according to applicable law, be obliged to inform each other, cooperate and exchange necessary information, in order to evaluate if notification of the DPA (in Danish; Datatilsynet) and the data subjects is required.

## **9. Completion of payments**

### *9.1 Time for payment completion*

The amount is debited from debtor's account and credited to creditor's account on the payment date specified in the payment data.

Creditor's agreement with creditor's bank determines the date from which interest is calculated on executed payments.

### *9.2 Payment and receipt*

Payment from debtor's account through Betalingsservice will relieve debtor from the payment obligation. Debtor is entitled to consider an account statement specifying the payment as evidence of the executed payment.

However, this does not apply, if the payment is subsequently returned.

### *9.3 Maximum completion time*

The maximum total completion time is one banking day.

### *9.4 Revocation of payments*

Creditor can revoke a payment until the banking day before the payment date. Procedures and deadlines are described in the guidelines.

## **10. Refusal and return of payments**

### *10.1 General refusal and return deadline*

Debtor may, no later than on the seventh day of the month of payment, refuse a future payment or request the refund of the payment made in the month in question.

If the payment has already been completed, the transferred amount will be refunded from creditor's account to debtor's account.

The refusal or request for refund will not apply to future payments relating to the mandate. A payment can only be refused or refunded in full.

### *10.2 Return of payments by the debtor's bank*

Debtor's bank may return a completed payment in the following situations:

- Debtor's account has insufficient funds on the payment date and the payment exceeds DKK 1,000.
- Debtor has not concluded a debtor agreement with the bank.
- Debtor's bank has terminated the debtor agreement prior to the payment date.
- The mandate has expired because debtor has ceased to hold an account with the bank before the payment date.
- Payment data or processing is incorrect.

Debtor's bank's request for a return must be received by Mastercard Payment Services no later than two banking days after the payment date. Mastercard Payment Services will then ensure that the amount is returned from creditor's account to debtor's account.

### *10.3 Expiry of deadlines*

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

## **11. The debtor's objections**

### *11.1 Objections concerning unauthorised and incorrectly executed payments*

The debtor may raise a dispute with debtor's bank if:

- Debtor has not given creditor a mandate to be used for the payment obligation in question; and/or
- A payment has been executed incorrectly.

A payment is considered to be unauthorised if it cannot be documented that a valid mandate exists.

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 payment and the charged payment.

Debtor must submit the objection to the bank as soon as possible and no later than 13 months after the payment date.

The payment will be returned through debtor's bank, if the payment is unauthorised or incorrectly executed.

### *11.2 The creditor's obligations in connection with the debtor's objections*

On request, creditor must provide Mastercard Payment Services with documentation of the mandate with debtor as soon as possible. If creditor is unable to document the mandate, creditor may risk that the payment is returned.

If debtor has created the mandate through debtor's bank, the bank must document the existence and content of the mandate.

If a payment is returned due to defective payment data, creditor must, on request from Mastercard Payment Services, inform debtor thereof.

When returns are caused by circumstances that are attributable to creditor, creditor must cover debtor's loss of interest.

### *11.3 Deadlines*

If the deadline for raising a dispute is not a banking day, the deadline is the following banking day.

## **12. Termination of mandates**

### *12.1 The debtor's termination of a mandate*

Debtor can notify creditor or debtor's bank in writing at any time if debtor wishes to terminate a mandate.

If creditor receives a notice of termination from debtor, creditor must forward it to Mastercard Payment Services immediately, as described in the guidelines.

Creditor must terminate the mandate, when creditor's business relationship with the debtor ends.

### *12.2 When will the termination have effect?*

The termination will have effect as soon as possible, but no later than for payments which should take place on the third banking day after the creditor has sent the notice of termination to Mastercard Payment Services or it is received from the debtor by the debtor's bank.

### *12.3 Discontinuation of a mandate due to inactivity*

Mastercard Payment Services can discontinue a mandate, if the mandate has been inactive for a period of 15 months, unless creditor has made other arrangements with Mastercard Payment Services.

### *12.4 Termination of the debtor agreement*

If the debtor agreement with the bank is terminated, cf. section 14.2, all mandates signed under the debtor agreement will be cancelled.

### *12.5 Consequences of termination or discontinuation of a mandate*

Creditor can no longer initiate payments in accordance with a mandate when it has been terminated or discontinued. Any pending payments will not be completed.

Creditor is not allowed to restore a terminated mandate.

## **13. The debtor's termination of the debtor agreement**

### *13.1 No deadline for the debtor's notice of termination*

The debtor may terminate the debtor agreement with debtor's bank at any time.

### *13.2 Effect of termination by the debtor*

All mandates registered under the debtor agreement will be cancelled if debtor terminates the debtor agreement. Any pending payments will not be executed if the payment date is later than the time of the termination of the debtor agreement.

### *13.3 When will termination take effect?*

Termination of the debtor agreement will take effect as soon as possible, but no later than in respect of payments that would be completed three banking days after the bank received the debtor's notice of termination.

## **14. The debtor's bank's termination of the debtor agreement**

### *14.1 Notification of termination by the debtor's bank*

The debtor's bank may terminate the debtor agreement in writing with at least two months' notice. Furthermore, the debtor's bank may terminate the debtor agreement without notice if the debtor is in material breach of his/her contractual obligations with the bank. This applies, e.g., if repeatedly, the debtor has not held sufficient funds in his/her account.

### *14.2 The consequences of termination of the debtor agreement*

If the debtor's debtor agreement with the bank is terminated, mandates registered under the debtor agreement will be cancelled. This means that, in the future, creditor will not be able to use Betalingservice to collect due amounts from the debtor.

## 15. If the debtor's bank fails to fulfil its obligations

If a payment cannot be executed through Betalingsservice because the debtor's bank suspends payments or goes bankrupt, creditor is compelled to collect the amount by another method.

In such a situation, creditor cannot claim usual remedies for breach of contract by the debtor due to the non-execution of the payment.

## 16. Mastercard Payment Services' liability

Mastercard Payment Services is liable to pay damages if by reason of errors or negligence Mastercard Payment Services performs agreed duties late or defectively.

Even within the areas where stricter liability is imposed, Mastercard Payment Services is not liable for losses due to:

- 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 Mastercard Payment Services itself or a third-party supplier is responsible for the operation of these systems
- failures in Mastercard Payment Services' power supply or telecommunications; legal action or administrative interventions; natural disasters; war; revolt; civil unrest; sabotage, terrorism or vandalism (including computer viruses and hacking)
- strikes, lockouts, boycotts or blockades, irrespective of whether the conflict is directed against, or was instigated by, Mastercard Payment Services itself or Mastercard Payment Services' organisation, and irrespective of the reason for the conflict. This also applies if the conflict only affects parts of Mastercard Payment Services
- other circumstances beyond Mastercard Payment Services' control.

Mastercard Payment Services is not responsible for losses caused by a delay in the postal services when a delivery to debtor must be sent by ordinary mail.

If requested to do so by Mastercard Payment Services, the creditor must contribute to the remediation of any negative consequences of the events mentioned above, such as re-transmitting payment data.

Mastercard Payment Services' freedom from liability does not apply where:

- Mastercard Payment Services should have foreseen the circumstances that caused the loss when the agreement was entered into, or where Mastercard Payment Services should have avoided or overcome the cause of the loss
- Mastercard Payment Services is liable by law in all circumstances causing the loss.

## **17. Prices and payment**

### *17.1 Prices*

All prices are available in a separate document on [www.betalingservice.dk](http://www.betalingservice.dk).

If Mastercard Payment Services is to deliver services that are not stated in the price list, prices must be separately agreed upon.

### *17.2 Payment*

Payment for Mastercard Payment Services' services are due in net cash. Mastercard Payment Services debits the fee account designated by the creditor and sends a specification of the amount, including the applied registration and account number to the creditor.

## **18. Credit assessment**

When entering into the agreement and during the ongoing customer relationship, Mastercard Payment Services reserves the right to assess creditor's financial situation, including assessing whether creditor's business is well-reputed.

This means that Mastercard Payment Services is entitled, on an ongoing basis, to collect solvency information from creditor's bank and information from credit rating agencies, and to request information from creditor, e.g., in the form of financial statements.

Based on the credit assessment, Mastercard Payment Services can demand collateral. If the required collateral cannot be provided, Mastercard Payment Services can refuse to enter into an agreement to register creditor for Betalingservice or terminate an existing agreement.

## **19. Termination of the agreement with Mastercard Payment Services**

### *19.1 Notice of termination*

Creditor may terminate the agreement with Mastercard Payment Services on the use of Betalingservice with one month's written notice.

Mastercard Payment Services may terminate the agreement with creditor on the use of Betalingservice with two months' written notice.

If creditor's bank informs Mastercard Payment Services that the bank no longer wishes to provide one or more bank accounts for creditor's use of Betalingservice, Mastercard Payment Services considers the agreement to be terminated with immediate effect.

## *19.2 Termination*

Mastercard Payment Services may terminate the agreement without notice if:

- creditor's CVR-no. is inactive (without further notification)
- the creditor agreement has not been in use for the last 24 months (without further notification)
- creditor is in material breach of the terms and conditions, e.g., by repeatedly failing to comply with these
- a credit assessment reveals a significant risk to Mastercard Payment Services
- Mastercard Payment Services receives a request to register transport on the settlement account specified by creditor.

## **20. Changes to the agreement, terms and conditions and appendices**

### *20.1 Notification of changes*

Mastercard Payment Services may introduce changes to the agreement and its appendices, including these general terms and conditions.

Creditor must be given a two months' notice of any changes which are to creditor's disadvantage.

Any other changes may be made without prior notice. Creditor will be notified of changes in the company's digital mailbox, e.g., e-Boks.

Creditor is obliged to inform Mastercard Payment Services of any changes to creditor's information.

Creditor is responsible for non-receipt by creditor of notifications of changes, if the information is not kept up to date; cf. section 4.6.

### *20.2 Approval of changes*

Creditor is considered to have consented to the notified changes, unless, before the changes become effective, creditor informs Mastercard Payment Services that creditor does not wish to be bound by the new conditions. In such case, the agreement is regarded as terminated at the latest from the date when the changes enter into force.



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

This agreement and its appendices are governed by Danish law.

Disputes between creditor and Mastercard Payment Services may be brought before the ordinary courts in the jurisdiction of Mastercard Payment Services' domicile.

Furthermore, disputes may be brought before the Danish Complaint Board of Banking Services if the creditor is not a merchant, and the dispute concerns the implementation of a payment service.

Disputes relating to Mastercard Payment Services' role as a payment service provider may be brought before the Danish FSA.

Mastercard Payment Services is authorised to operate as a payment institution under Danish FSA FT-no. 22034.

## **22. Language**

This is a translation of the Danish version of the General terms and conditions for Betalingsservice creditors. All communication with creditor will be in Danish.

In case of any discrepancies, the Danish version will take precedence over any other version of the General terms and conditions for Betalingsservice creditors.