

General conditions for Betalingservice debtors

Applicable from 1 November 2009

1. What is Betalingservice?

With Betalingservice, you can pay bills in DKK to creditors registered in the system. Once you have given a BS mandate to your creditor, the creditor is authorised to collect payments from your account.

Betalingservice is a system designed for recurring payments, but it can also execute one-off payments and process refunds into your account.

2. Definitions

2.1 Banking day

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

2.2 Betalingservice debtor agreement (BS debtor agreement)

A debtor agreement is an agreement between you and your bank that authorises you to pay bills through Betalingservice.

2.3 Betalingservice mandate (BS mandate)

A BS mandate is an agreement between you and a creditor that authorises the creditor to collect payments from you using Betalingservice. You can give a BS mandate directly to the creditor or through your bank, which acts on behalf of the creditor.

2.4 Betalingservice pre-notification

The Betalingservice pre-notification lists next month's Betalingservice payments from your account. You will receive your pre-notification electronically or by ordinary mail just before the change of month.

2.5 Electronic payment information

You can receive electronic payment information in your online banking system or your electronic mailbox.

2.6 Electronic mailbox

An electronic mailbox is a system that allows you to receive electronic payment information.

2.7 Payment date

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

2.8 Nets

Nets Denmark A/S, CVR No. 20 01 61 75 is the company that operates Betalingservice. As payment service provider, Nets is subject to supervision by the Danish Financial Supervisory Authority.

2.9 Refund

You may request a refund of a payment from the creditor's account to your account in accordance with the provisions set out in 8.1.

2.10 Refusal

If you refuse a payment, the system will not execute the transaction. You can refuse a future payment in accordance with the provisions set out in 8.1.

2.11 Return

Your bank may return a payment from the creditor's account to your account in accordance with the provisions set out in 8.3.

3. Registration

3.1 The BS debtor agreement

You have to enter a BS debtor agreement with your bank to enable payments through Betalingservice.

Your bank is not obliged to enter into a BS debtor agreement with you. Your bank will make an individual assessment of you as a potential Betalingservice user.

Once you have a BS debtor agreement, you can give BS mandates.

If there is no BS debtor agreement, your bank is entitled to return payments already effected and cancel BS mandates in accordance with the provisions set out in 8.3.

3.2 Conditions

The BS debtor agreement obliges you to comply with General conditions for Betalingsservice debtors.

4. BS mandates

4.1 Effect

A BS mandate authorises the creditor to collect payments from your account on the payment date specified by the creditor.

4.2 Giving BS mandates

You can

- give a BS mandate to a creditor, who will register the mandate with Nets;
- give a BS mandate to a creditor through your bank, for instance through its online banking system; or
- click on a link on the creditor's website to give the BS mandate on a sign-up form approved by Nets.

4.3 Use

The Betalingsservice pre-notification will list new BS mandates.

The mandate will not be effective until at the earliest the month after being listed on the pre-notification. Until then, you will have to pay your creditor in another way.

4.4 New account number

If you wish to change the account number registered in the BS mandate, you must contact your bank.

5. Pre-notification in Betalingsservice

5.1 The Betalingsservice pre-notification

If payments fall due next month, you will receive one or more Betalingsservice pre-notifications.

You will receive your pre-notification electronically and/or in print as agreed with your bank.

If you have opted for electronic pre-notification only, please read clause 6 carefully.

5.2 Distribution schedule

If payments fall due next month, you will receive the printed pre-notification before the beginning of the month, assuming regular postal delivery service.

If you have opted for electronic pre-notification, information about next month's payments will be available in your online banking system and/or your electronic mailbox before the beginning of the month.

5.3 Contents

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

Additional documents with information from the creditor may be enclosed with the pre-notification.

Electronic payment information matches that on the printed pre-notification.

5.4 The pre-notification as an invoice

The Betalingsservice pre-notification and electronic payment information may serve as an invoice.

5.5 Copy of printed pre-notifications

You can ask your bank for copies of pre-notifications. The bank can provide a copy in the transaction year and the following five years.

The bank will inform you of the charge for this service on request.

6. Electronic payment information

6.1 Agreement

You may agree with your bank if you want to receive electronic payment information only.

If you later decide that you would like to receive printed pre-notifications, the agreement must be adjusted accordingly.

The termination of your online banking agreement will automatically terminate the agreement on electronic payment information. Instead, you will receive printed Betalingsservice pre-notifications, provided that the BS debtor agreement has not been terminated.

6.2 Your obligations

If you have opted for electronic information only, you are responsible for checking that you have actually received it.

You must contact your bank as soon as possible if you have not received the electronic payment information you expected at the beginning of the month. You must do the same if your equipment (computer, software, Internet connection, etc.) fails to receive the information. Your bank will resend payment information electronically or in print.

If you fail to contact your bank as soon as possible, you may forfeit the option of refusing a payment (see 8.1).

You are responsible for ensuring that your own equipment is set up to receive electronic payment information. Your bank and Nets cannot be held liable for failure by your telecommunications operator or Internet service provider to keep your Internet connection open.

6.3 Printed version

You can ask your bank for a printed version of electronic payment information. The bank can provide you with a printed copy in the transaction year and the following five years. Different time limits may apply if you have an electronic mailbox.

The bank will inform you of the charge for this service on request.

6.4 Access

Your online banking system and/or your electronic mailbox will store electronic payment information from the month payment is made and for a period of at least 13 months.

Your bank will inform you on request of the time limits that apply in your online banking system. Your electronic mailbox provider can inform you which time limit applies to information in your mailbox.

If you want to save electronic payment information beyond this period, your bank and/or electronic mailbox provider can explain the various saving and printing options to you. They can also tell you what to do if you change bank.

7. Payment execution

7.1 Consent to payment execution

When you give a BS mandate to a creditor, you give your consent to execution of payments under the agreement.

You may revoke your consent by terminating the BS mandate (see 10.1) or by enforcing your right to refuse or request a refund of a payment in accordance with the provisions set out in 8.1.

If no valid BS mandate exists, you may dispute payments (see 9).

7.2 Funds in your account

Your account must hold sufficient funds at the payment date. If the funds in your account are insufficient to meet all payments that fall due on a payment date, your bank is entitled to return these payments in accordance with the provisions set out in 8.3.

7.3 Payment execution date

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

7.4 Specification of payment date

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

7.5 Payment and receipt

Collection of payments through Betalingservice will discharge you from your payment obligation to your creditor.

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

If you want a separate receipt for a payment executed during the past 15 months, you must contact your bank.

The bank will inform you of the charge for this service on request.

7.6 Maximum execution time

The maximum total execution time is one banking day.

8. Refusals and refunds

8.1 General deadline

You may refuse an upcoming payment or request refund of a payment already executed *no later than on the 7th day of the payment month*.

If the pre-notification, for example, specifies that a payment falls due on the 25th day of the month, you must refuse the payment no later than the 7th day of the payment month.

No transaction will be recorded in your account if you refuse a payment. If the payment has already been executed, the amount will be debited to the creditor's account and credited to your account. The list of account entries or the account statement will show the refund.

Only the payment in question will be refused or refunded – not future payments under the agreement. If you want to stop all future payments, you must cancel your BS mandate in accordance with 10.1.

You can refuse or request a refund of the full amount only.

8.2 Refusals/refund of payments

You must notify your bank that you wish to refuse or request a refund of a payment *no later than on the 7th day of the month*.

You can notify your bank electronically through your online banking system, by letter or in another way as agreed with your bank.

8.3 Bank's return of payments

Your bank can return a payment if:

- your account does not hold sufficient funds and the sum to be paid exceeds DKK 1,000;
- you have not made a BS debtor agreement with your bank;
- your bank has terminated the BS debtor agreement before the payment date;
- the BS mandate has expired because your account relationship with the bank has ended before the payment date;
- payment data or processing is defective.

Nets must receive your bank's request for a return no later than two banking days after the payment date. Nets will instigate the debit of the amount from creditor's account and the credit to your account.

Your bank will notify you after the return of the payment.

8.4 Deadline

If the deadline for a refusal, a refund or a return is a non-banking day, the actual deadline is the next banking day.

9. Disputing payments

9.1 Unauthorised and incorrectly executed payments

Payments are unauthorised if no valid BS mandate exists.

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

9.2 Your options

You may submit a claim to your bank stating that

- you have not given a BS mandate to the creditor for the payment in question; or
- the payment in question is defective.

You must submit your claim as soon as possible after detecting the failure and no later than 13 months after the payment date.

If the payment is unauthorised or incorrectly executed, the payment will be returned through your bank. Your position will be the same as before the execution of the payment.

9.3 Deadline

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

10. Termination of BS mandates

10.1 Cancellation by you

You can notify your bank or your creditor that you wish to cancel a BS mandate any time.

10.2 Effective date

Your cancellation will take effect as soon as possible but no later than three banking days after Nets received the request from your bank or creditor.

10.3 Expiry due to inactivity

A BS mandate may expire if the mandate has been inactive for a period of 15 months. Your next pre-notification will notify you of the expiry.

10.4 Expiry on termination of BS debtor agreement

If your bank terminates the BS debtor agreement, all BS mandates under the BS debtor agreement will expire (see 12.2).

10.5 Deregistration of creditor

If your creditor ceases to use Betalingservice, your BS mandate with the creditor automatically expires.

10.6 Effect of cancellation and expiry

If a BS mandate is cancelled or has expired, your creditor can no longer collect payments from you through Betalingservice. Payments that are notified but not yet executed will not be executed.

Your Betalingservice pre-notification will show cancelled and expired BS mandates.

11. Termination of the BS debtor agreement by you

11.1 Notification

You may terminate your BS debtor agreement with your bank in writing any time.

11.2 Effect

On termination, all BS mandates under the BS debtor agreement will expire. Consequently, your creditors will have to collect payments in other ways.

Payments listed in the pre-notification will not be executed if they fall due for payment after the expiry of the BS debtor agreement.

11.3 Effective date

Your termination of the BS debtor agreement will take effect as soon as possible but no later than three banking days after your bank received your notification of termination.

12. Termination of the BS debtor agreement by your bank

12.1 Notification

Your bank may terminate the BS debtor agreement by giving at least two months' notice.

The bank may terminate the agreement without notice in the event of a material breach of contract on your part. The bank will inform you in writing of the reason for terminating the agreement. An example of a material breach would be if you failed on several occasions to ensure there were sufficient funds in your account (see 7.2).

12.2 Effect

On termination, all BS mandates under the BS debtor agreement will expire. Consequently, you will have to pay your bills in other ways.

13. Bank's failure to meet obligations

If Betalingservice does not execute a payment because your bank suspends payments or goes bankrupt, the creditor is entitled to collect payment from you in another way.

The creditor is entitled to claim that you have defaulted on your obligations only if you fail to effect payment within the new deadline set by the creditor.

14. Bank's liability

The bank shall be liable for late or defective performance of its contractual obligations resulting from error or negligence.

Even in areas of increased liability, the bank shall not be 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 and regardless of whether the bank or a third-party supplier is responsible for the operation of these systems;
- power failure or a breakdown of the bank's telecommunications, legislative or administrative intervention, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking);
- strikes, lockouts, boycotts or picketing, regardless of whether the bank or its organisation is itself a party to or has started such conflict and regardless of its cause (this also applies if the conflict affects only part of the bank);
- other circumstances beyond the bank's control.

The bank shall not be exempt from liability if

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

15. Precedence

In case of discrepancy the Danish version will take precedence over any other version of the General conditions for Betalingservice debtors.

16. Charges

Your bank will inform you of applicable Betalingservice charges on request.

17. Changes to debtor conditions

17.1 Notification

Changes of these conditions to your disadvantage are subject to two months' notification. Other changes may take effect without notice. You will be notified of changes by e-mail, ordinary letter, through your online banking system or another channel.

17.2 Approval

You are assumed to have approved the notified changes unless you inform your bank that you do not wish to be bound by the revised conditions. If you cannot approve the changes, your BS debtor agreement will terminate as from the day when the changes take effect.

18. Law and jurisdiction

These conditions are governed by Danish law.

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

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