



MobilePay Invoice

Terms and Conditions

Effective from 17 October 2016

MobilePay by Danske Bank® Invoice (MobilePay Invoice) is a solution that enables businesses to send invoices to the users of MobilePay by Danske Bank® (MobilePay).

To gain access to MobilePay Invoice, your business must enter into a MobilePay Invoice agreement with Danske Bank. In addition to these Terms and Conditions, the following documents apply:

- General conditions
- List of charges, MobilePay Invoice

1. Changes to terms and conditions

Danske Bank reserves the right to change these Terms and Conditions at any time without notice. Your business will be notified of any changes by letter or electronically (by e-mail, for example).

2. What is MobilePay Invoice?

MobilePay Invoice is a solution that enables your customers to receive and choose to pay invoices in MobilePay. All it takes is for you to send an electronic invoice via e.g. FTP/VPN, the NemHandel infrastructure or an invoice service provider to Danske Bank, stating the name and mobile phone number of the recipient.

3. Commercial purposes

MobilePay Invoice may be used exclusively for commercial purposes for sending invoices to consumers for purchases of goods or services. MobilePay Invoice may not be used for sending invoices regarding the collection of debt.

Any information obtained is strictly for your business's own use. Information may not be disclosed to any third party.

MobilePay Invoice may not be used for illegal activities or purposes. Moreover, MobilePay Invoice may not be used for activities or purposes that Danske Bank deems to be morally or ethically questionable or that may harm the image or brand of Danske Bank or MobilePay.

Danske Bank reserves the right to block your access to MobilePay Invoice if your business fails to comply with these requirements.

Before concluding the MobilePay Invoice agreement, Danske Bank will evaluate your business's intended use of MobilePay Invoice and may decide not to enter into the agreement on the basis of such evaluation.

We are entitled to make regular assessments of your business's finances and to request additional information from you.

4. Use of MobilePay Invoice

The following conditions must be met for your business to send invoices to customers:

- You have entered into a MobilePay Invoice agreement with Danske Bank
- You have agreed with the customer to request payment of invoices via MobilePay
- The customer has not deactivated Regninger (bills) in MobilePay

You may send invoices to the customer only if you and the customer have agreed on this and the customer has given you his or her mobile phone number with a view to receiving invoices. You must ensure that the information (such as the mobile phone number) used by you to send invoices to the customer is correct at all times and matches the customer's details.

The customer receives your invoices only if the customer has explicitly accepted a request to receive invoices from you in MobilePay. The customer must give its acceptance the first time your customer receives an invoice. Normally, the request will be available for one to five days, depending on the due date of the invoice, after which period the request will become inactive. If the request has become inactive, or the customer has blocked receipt of invoices from you, your invoice will be rejected.

If the user has activated receipt of notifications, Danske Bank will send a notification to the MobilePay user together with the request to accept receipt of invoices. The user will also receive a notification together with the actual invoice. In addition, the MobilePay user will receive a reminder by text message regarding the due date of an invoice.

If you send files through an aggregator or service provider or send them yourself through the NemHandel network, you must state a private key in your file. The key is issued by Danske Bank. You are responsible for ensuring that the key is used exclusively as a private key in the files that you send to Danske Bank.

5. Customer payments

As soon as a customer has paid an invoice in MobilePay, the customer can see in MobilePay that the amount is paid. The payment will be made only if it has been authorised and MobilePay is not blocked. For more information, see mobilepay.dk (in Danish only).

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6. Confirmation of transfer to the customer

When the customer has paid an invoice in MobilePay, he or she receives confirmation of the payment in MobilePay. The customer can view confirmations of previous transfers under Aktiviteter (activities) in MobilePay. The payment is confirmed only.

7. Objecting to payments

If one of your customers raises a claim against Danske Bank as a result of an objection relating to the purchase of goods or services from your business and paid for under an invoice received, Danske Bank will instruct the customer to raise the claim against your business. Your business must indemnify Danske Bank for any claims raised in connection with a customer complaint.

8. Business logo

You can have your logo uploaded by Danske Bank so that it is displayed on the MobilePay user's receipts etc. in MobilePay.

In case of unauthorised use, Danske Bank reserves the right to block your business's access to MobilePay Invoice if you use logos that Danske Bank deems to be morally or ethically questionable, or that may harm the image or brand of Danske Bank or MobilePay.

9. Use of MobilePay trademarks etc.

Danske Bank authorises your business to use MobilePay, any technology used in MobilePay belonging to Danske Bank, any associated confidential know-how and trademarks associated with MobilePay (in the following collectively referred to as "MobilePay") in Denmark and in relation to MobilePay solutions and services, subject to your business's compliance with the terms and conditions agreed with and approved by Danske Bank.

MobilePay is the property of Danske Bank and may be used by your business only in accordance with the conditions and guidelines stipulated by Danske Bank.

You may not assign your right to use MobilePay to any third party. Any matter relating to the marketing, advertising and promotion of MobilePay is subject to Danske Bank's prior written consent, and you may not publish any launch of MobilePay or any related solutions or services without Danske Bank's consent.

10. Charging fees from the business's customers

You are under an obligation to comply with applicable legal requirements on collecting fees from your customers for the use of MobilePay.

A daily maximum amount has been fixed for MobilePay transfers by the individual MobilePay users. For information about current maximum amounts, see mobilepay.dk (in Danish only).

11. Responsibility for use by employees

Your business must ensure that your employees who use MobilePay Invoice are familiar with these Terms and Conditions. You are responsible for your employees' use of MobilePay Invoice.

12. Charges

The current charges are stated in the list of charges for MobilePay Invoice on mobilepay.dk. Danske Bank reserves the right to change the charges at any time at '30 days' notice. Your business will be notified of any changes by letter or electronically (by e-mail, for example). If you hold a fee account with Danske Bank, we will debit duties and fees to the account you have designated as the fee account. The rules for changing charges are described in Danske Bank's General conditions.

Danske Bank is entitled to bundle and debit fees more than one month after the transaction to which they relate has been processed. Danske Bank is entitled to charge a fee for providing additional information at more frequent intervals than agreed when the MobilePay Invoice agreement was concluded. Danske Bank may charge a fee for transfers that your business makes from an account and for providing you with details about payments made.

If you do not hold a fee account with Danske Bank, we will send you an invoice for the collection of duties and fees and a specification of them. The amount is payable by the date stated in the invoice.

All MobilePay Invoice charges are stated exclusive of VAT. If MobilePay Invoice is subject to VAT, Danske Bank is entitled to add VAT to the charges and collect the VAT from your business. This will apply in future and retrospectively, but only retrospectively to the extent that Danske Bank is liable to pay VAT to the Danish Customs and Tax Administration (SKAT) on services already provided, invoiced or paid for by your business exclusive of VAT. The current VAT rate is stated in the list of charges for MobilePay Invoice on mobilepay.dk.

At present, MobilePay Invoice is regarded as being subject to VAT, and VAT will therefore be added to our charges.

13. Responsibility and liability

You are responsible for complying with the legal requirements governing trade in your goods and services, including legal requirements governing invoices sent to MobilePay users. This applies to rules governing disclosure of information, marketing and processing of personal data. If your business fails to comply with these rules, we will deem it a breach of your MobilePay Invoice agreement with Danske Bank. Please note that Danske Bank does not provide information on the applicable legal rules in this area.

You are responsible for ensuring that invoices are sent exclusively to MobilePay users who have agreed to receive your invoices in MobilePay.

The MobilePay users can then choose to pay with MobilePay. If your business fails to comply with this, we will deem it a breach of your MobilePay Invoice agreement with Danske Bank.

Danske Bank is not liable for

- any loss incurred by your business as a result of your customers' or any third party's unauthorised use of customer access to MobilePay
- your business's loss resulting from others' unauthorised use of your access to MobilePay Invoice
- any indirect losses, operating losses, loss of business or loss of interest
- any other losses resulting from circumstances beyond Danske Bank's control, including technical breakdown and data transmission or network problems

14. Breach of agreement

Breach of agreement includes, but is not limited to, the following events:

- your business fails to meet its payment obligations under the agreement
- your business suspends its payments
- your business is subject to reconstruction
- your business is declared bankrupt or is subject to other forms of insolvency proceedings
- your business is the subject of an execution or attachment order
- your business fails to comply with the legal requirements governing the sale of its goods and services and sending of invoices
- your business does not immediately comply with requirements resulting from objections raised by its customers regarding its goods or services
- Danske Bank receives numerous objections from your customers
- your business fails to comply with the Terms and Conditions for MobilePay Invoice

15. Termination

15.1 Termination by your business

Your business may terminate the agreement in writing without notice. Termination will not affect any claims raised by Danske Bank against your business as a result of customer objections, however. Any prepaid charges are not refundable.

15.2 Termination by Danske Bank

We may terminate the agreement at 30 days' notice in writing. In the event of breach of agreement, we are, however, entitled to terminate the agreement without notice.

15.3 Notification of change of address and assignment of rights

You must notify us in writing if your business changes its postal or e-mail address.

Your business may not assign its rights or obligations in relation to MobilePay Invoice to a third party without the prior written consent of Danske Bank. Your business may not assign the agreement to a third party.

16. Contact and help

Support Direct at Danske Bank can assist you with technical questions about MobilePay Invoice. The direct telephone number of Support Direct is +45 70 11 41 15.

17. Governing law and venue

All disputes arising out of these Terms and Conditions for MobilePay Invoice are subject to Danish law, and the proper venue will be the courts of Denmark.

18. Registration and protection of data

When using MobilePay Invoice, you accept that we register the amounts and dates of the transactions. When, via its invoicing system, your business requests a payment from a customer, Danske Bank sends the customer a message with the amount, the name of your business, a link to the invoice and the date of the request together with a logo, if any.

Danske Bank stores this information and uses it in its bookkeeping and for the correction of any errors. Danske Bank passes on information to third parties only if required by law or in connection with claims under legal actions. We keep the information on file during the year of registration and for the following five years.