

## TERMS AND CONDITIONS FOR MOBILEPAY'S BUSINESS SOLUTIONS

Effective from 29 June 2021 for businesses in Denmark

MobilePay's business solution (the 'Solution') is a payment solution that businesses can use to receive and request payments from MobilePay users.

To get access to the Solution, your business must have a valid and active CVR number registered in the Danish Central Business Register (*CVR-registret*) or an SE number linked to a valid and active CVR number. Furthermore, your business must enter an agreement on access to MobilePay (the 'Agreement') with MobilePay A/S, Vester Søgade 10, 6th floor, 1601 Copenhagen V ('MobilePay') and have created a user account on the MobilePay Portal (the 'Portal'). Special conditions apply to use of the Portal.

Your business must also have linked a Danish bank account in the business's name, or linked a private account in the sole trader's name, provided that use of the private account for business related purposes is in accordance with the terms and conditions at any given time of the bank(s) the sole trader

has registered in MobilePay, for the Solution. If your business is registered in Greenland, the company must have linked a Danish or Greenlandic bank account to the Solution.

In addition to these terms and conditions, the following applies:

- Prices for MobilePay's business solutions – see [mobilepay.dk](https://mobilepay.dk), under 'Hjælp' (Help)
- Terms and conditions for the MobilePay Portal

MobilePay's terms and conditions apply to businesses 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 businesses with a MobilePay solution created in Denmark and in Greenland, respectively. Such differences will be specified in the relevant sections.

A business created in Greenland means a company with a CVR number. The business must be registered in Greenland with its

address in postal codes 3900-3999. This is the deciding factor when determining if references to applicable rules of law, regulatory requirements or authorities are to be read and construed as a reference to Danish or Greenlandic applicable rules of law, regulatory requirements and authorities.

**Please note that payment services are governed by the Danish Payments Act (*Lov om betalinger*).**

**Unless otherwise stipulated by these terms and conditions or agreed with us, we have deviated from the provisions of section 6 of the Act to the extent permissible.**

The terms and conditions for MobilePay's business solutions are divided into the following sections:

- Section A describes the general terms and conditions
- Section B describes MobilePay MyShop
- Section C describes MobilePay AppSwitch

- Section D describes MobilePay Point of Sale
- Section E describes MobilePay Memberships
- Section F describes MobilePay Subscriptions
- Section G describes MobilePay Invoice

When you use us as a natural person, we record 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 when you use us as a natural person, what we record, how we use personal data and your rights in 'Information about MobilePay's processing of personal data', available at [mobilepay.dk/hjaelp/gdpr](https://mobilepay.dk/hjaelp/gdpr).

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

When you as a customer, or when someone on your behalf as a customer, discloses information to us, you warrant that you are entitled to give us this information. You must also ensure that such persons have been informed of the content of 'Information about

MobilePay's processing of personal data', available at [mobilepay.dk/hjaelp/gdpr](https://mobilepay.dk/hjaelp/gdpr).

By using our payment services you automatically consent to the processing of your personal data. You can read this consent in section A15.

## Section A – General terms and conditions

### A1. Changes to terms and conditions

MobilePay may change the terms at any time and without notice. This includes modifying the Solution. Your business will be informed of the changes via messages in the Portal or via email.

The new conditions will apply to you unless you inform us that you do not wish to be bound by them.

If you notify us that you do not wish to be bound by the new conditions, we may view the contractual relationship as having been terminated from the time the new conditions enter into force.

Your business has a duty to keep its own email addresses up to date. Your business assumes responsibility for failure to receive

notice of changes if it has failed to inform us of changes to email addresses (cf. section A2.2).

### A1.1. Prevention of money laundering and/or terrorist financing

Under applicable law, MobilePay is obliged to carry out customer identification procedures when establishing customer relationships. We must therefore check the identity of your business, including its beneficial owners, etc. This means that your business must provide the information, documentation, etc., that MobilePay needs to carry out the customer identification procedures, including risk assessment.

MobilePay may request additional information on an ongoing basis and your business is obliged to continuously provide MobilePay with the required information so that MobilePay can fulfil its obligations under applicable law in this area. Failure to comply may result in the termination of the contractual relationship.

### A2. Commercial purposes, intellectual property rights, etc.

#### A2.1. Commercial purposes

The solution must only be used for commercial purposes, and only by the business itself. This means that the business

may not set up points of sale etc. for other businesses without prior agreement with MobilePay. Any information obtained is strictly for your business's own use and for use for the Solution. You are not permitted to disclose the information to anyone else or use it for any purposes other than the Solution.

The Solution may only be used for fundraising purposes in accordance with the conditions in sections B3.9, C3.10 and D3.10.

You must not use the Solution for debt collection, money transmission activities, disbursing cash or transferring money from MobilePay to solutions that could function as payment instruments. You may make reversals (see sections B3.7, C3.7 and D3.7).

The Solution may not be used for illegal activities or purposes. The Solution may not be used for activities or purposes that MobilePay deems to be morally or ethically questionable or which could harm our image or brand.

We reserve the right to block your access to the Solution if your business fails to comply with these conditions. We may also terminate the agreement on use of the Solution if the conditions are not observed.

Before concluding the Agreement, we will evaluate your business's intended use of the Solution and may refuse to enter into the Agreement following such evaluation.

We are entitled to regularly assess your business's financial position and request further information from the business.

#### **A2.2. Duty to inform**

The business must notify MobilePay in writing of any change in the circumstances indicated when the Agreement on use of the Solution was concluded, including:

- Documentation and/or information on customer identification procedures
- Control of the business, including changes in ownership (identification of the new owner, chairman of the board, etc.) or organisational changes in the ownership structure or the board
- Management of the business, type of company and sector, address, telephone number, email address, contact person(s)
- Updates to any statutes or permissions (e.g. from the Danish Fundraising Board) or if the business's MobilePay revenue exceeds the amount declared during registration
- Bank account number

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- In addition, any change/information that could affect the Agreement, such as a change of CVR number, cancellation of CVR number, SE number, sector, new product groups/services.

If this is not observed, we may view it as a breach of the Agreement.

#### **A2.3. Intellectual property rights etc.**

All copyrights, trademarks and other intellectual property rights to and pertaining to the Solution and its functions, including MobilePay's logos, are the property of MobilePay or our licensors. Your business may not reproduce, copy, display, assign, publish or use these intellectual property rights or the Solution in any way whatsoever, except to the extent necessary to use the Solution as provided in these terms and conditions.

MobilePay is our property and may only be used by your business subject to the conditions and guidelines stipulated by us. Your business may not assign its right to use MobilePay to any third party.

Any matter relating to the marketing, advertising and promotion of MobilePay is subject to our prior written consent, and you



may not publish any launch of MobilePay or any related solutions or services without our consent.

When your business enters into an agreement with MobilePay regarding one or more of MobilePay's business solutions, it also consents to MobilePay citing it as a customer in its marketing/publicity for MobilePay's solutions and stating the name of the business and reproducing its logos.

### **A3. Collecting fees from the business's customers etc.**

Your business has an obligation to comply with applicable legal requirements on collecting fees from its customers for the use of MobilePay.

Amount limits apply to MobilePay transfers carried out by the individual MobilePay users. See the current maximum amounts at [mobilepay.dk/hjaelp/mobilepay-til-private/fakta/hvor-meget-kan-jeg-overfoere-med-mobilepay](https://mobilepay.dk/hjaelp/mobilepay-til-private/fakta/hvor-meget-kan-jeg-overfoere-med-mobilepay).

When a MobilePay user makes a payment using MobilePay, the purchase date, purchase amount and transaction ID and the business's name and address etc. may appear on the MobilePay user's account statement or in the MobilePay user's MobilePay Box, but this

cannot replace the purchase receipt the business has to provide to its customer.

### **A4. Responsibility for use by the business's employees, responsibility for trading, etc.**

#### **A4.1. Responsibility for employees' use**

Your business must ensure that your employees who use the Solution are familiar with these terms and conditions. You are responsible for the employees' use of the Solution.

#### **A4.2. Responsibility for the business's trading etc.**

Your business must comply with the legal requirements etc. governing trade in your goods and services applicable at any time, including requirements governing the treatment of information about MobilePay users that you obtain. This applies, among other things, to the rules on the duty to inform, marketing, concluding agreements with customers and processing personal data. If you do not meet these obligations, we will deem this a breach of the Agreement. Please note that we do not provide information on the applicable rules of law in this area.

It should also be noted that MobilePay and your business are each responsible for their own data.

### **A4.3. Special provisions on responsibility and liability**

Your business is responsible for complying with the terms and conditions for use of the Solution.

Please note that additional provisions on responsibility and liability may apply to the individual solutions and services.

### **A5. Pooling account and link to a bank account**

#### **A5.1. Pooling account**

All MobilePay amounts your business receives are deposited into a technical pooling account (the 'Pooling Account'), and settled in the business's registered bank account (see A5.2). MobilePay records all amounts received using MobilePay and pays the amount into the bank account designated by the business. The amounts received may be held together with the funds stored for other customers in the Pooling Account.

#### **A5.2. Linking and verifying the business's account**



Your business can assign multiple bank accounts to the Solution. The bank accounts must be directly owned by the business, or possibly owned solely by the owner of a sole proprietorship. However, the sole trader may only link (a) private account(s) to the Solution if use of the private account(s) for business related purposes is/are in accordance with the terms and conditions at any given time of the bank(s) the sole trader has registered in MobilePay. Before your business can receive payments from your customers, the bank accounts linked to the Solution must be verified. All payments will thereafter be transferred automatically to the registered bank accounts.

Read more about bank account verification at [mobilepay.dk](https://mobilepay.dk).

#### **A5.3. Receipt of payments**

Once MobilePay has verified the business's bank accounts, or verified the owner of the sole proprietorships' private bank accounts, all payments made using MobilePay will be transferred to the bank accounts once a day, unless a different option is selected in the MobilePay Portal.

We reserve the right to postpone transfers to the bank account in cases where we need to carry out investigations or resolve an ongoing

dispute concerning the Agreement or Solution, including amongst others in case of lack of payment of fees, and/or where this is necessary to comply with current legislation, judicial orders or other requests from the Danish or Greenlandic police or other public authorities.

#### **A5.4. Statement of the business's transfers**

In relation to transfers to the business's bank accounts, or to the owner of a sole proprietorship's bank accounts, for some solutions it will be possible for the business to obtain a statement listing the payments received for the business to use for reconciliation via the MobilePay API. Other solutions, the business's bank can help provide a similar statement. Read more about both options at [mobilepay.dk](https://mobilepay.dk).

If the business uses the MobilePay API, the business is responsible for ensuring that the API is properly implemented in the business's system and in line with MobilePay's rules and instructions. These are available at [mobilepay.dk](https://mobilepay.dk). Non-compliance will be viewed as a breach and may result in termination of the agreement under section A9.2.

The above will also apply if the business uses a third-party integrator to implement the API

solution. Please note that the integrator must be certified by MobilePay, but MobilePay is not a party to the agreement between the third-party integrator and the business.

#### **A6. Prices, settlement, subscription prices, VAT, etc.**

The current prices for the Solution and services are shown in the price lists for MobilePay's business solutions – see [mobilepay.dk](https://mobilepay.dk).

MobilePay may change prices at any time at 30 days' notice, unless a regulatory requirement etc. demands shorter notice.

Your business will be informed of the changes via messages in the Portal or via email.

Please note that if we charge VAT in line with section A6.3, the 30 days' notice will not apply.

#### **A6.1. Changes to prices**

Prices are handled differently for 'ongoing contractual services' and 'one-off services'. 'One-off services' are, for example, when a business purchases an additional one-off service or orders extra stickers. 'Ongoing contractual services' usually cover an

agreement running for a certain period of time, such as this Agreement.

We may lower prices without notice. We may also introduce and raise prices for one-off services without notice. The same applies to new ongoing contractual services.

For existing ongoing contractual services, we may raise the regular prices you pay or introduce new fees, subscription payments, etc. (prices for services we did not previously charge for) at 30 days' notice if the changes are due to market, earnings or competitive factors, including risk, regulatory and cost factors, in Denmark or abroad. Such factors could be:

- a generally higher cost level
- greater operational risk
- changes in the law, legal practice or measures taken by public authorities etc.
- rationalisation of the use of our resources
- changes in taxes and duties
- capital requirements etc.
- a commercial need for changes in our pricing and fee structure
- that the basis on which your individual price terms were previously determined changes materially.

Your business will be informed of the changes via messages in the Portal or via email.

New prices will apply to your business from the date they take effect, unless you notify us that you do not want to be bound by them.

If you notify us that you do not wish to be bound by the new prices, we may view the contractual relationship as having been terminated from the time the new prices enter into force.

#### **A6.2. Collection/settlement**

For most solutions, the business may choose between the following two settlement methods:

1) The due amount is deducted from the daily revenue in the Pooling Account before this is transferred to the bank account registered by the business as the receiving account for the given solution. If MobilePay provides services that are subject to VAT, the business will receive an invoice for these.

2) The due amount is collected by issuing an invoice once a month covering the business's total fees/charges for the previous month. An invoice fee will be added, and the business will receive an invoice for this. The price of this can be found in the MobilePay

Portal or at [mobilepay.dk](https://mobilepay.dk), where you can also read more about the settlement methods.

For solutions subject to a paid subscription or other non-transaction-related fees, these will be charged in line with the agreement the business otherwise has with MobilePay regarding method of payment (see above). The business will be able to see information about this in the MobilePay Portal.

If the business has chosen settlement method 1, the business may use the MobilePay Portal to choose from which point of sale the monthly MyShop subscription is to be deducted.

Please note that if there is insufficient revenue to cover fees etc., MobilePay reserves the right to issue an invoice.

MobilePay is entitled to bundle and debit fees etc. more than one month after the transaction to which they relate has been processed.

Fees etc. may be collected in other ways where so agreed between your business and MobilePay. There may be administrative charges in connection with fee collection.

The collection method chosen has no bearing on MobilePay's right to set off under section A17.

We are entitled to demand payment for providing additional information or information delivered more frequently than entailed in the terms and conditions for MobilePay's business solutions when the Agreement was entered into. We may demand payment for sending information to your business about the payments made.

### **A6.3. VAT**

The prices for the Solution and associated services have been stated excluding VAT, unless otherwise noted. If the Solution is, becomes or has been subject to VAT, we are entitled to add VAT to prices and collect this VAT from the business.

To avoid misunderstandings, please note that we may also collect VAT we have paid for services already provided to or paid for by your business. The current applicable VAT amount or rate is shown in the current price list for the Solution at [mobilepay.dk](http://mobilepay.dk).

### **A7. MobilePay's responsibility and liability**

MobilePay is liable for damages for late or defective performance of our contractual obligations resulting from error or negligence. Even in areas of increased liability, we are 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 and regardless of whether MobilePay or a third-party supplier is responsible for the operation of these systems
- power failure or a breakdown of MobilePay's telecommunications, legislative or administrative intervention, natural disasters, war, riots, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks and hacking)
- strikes, lockouts, boycotts or picketing, regardless of whether MobilePay 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
- other circumstances beyond the control of MobilePay.

We are not exempt from liability if

- MobilePay 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 businesses created in Denmark) or Greenlandic (for businesses created in Greenland) law, MobilePay is liable for the cause of the loss under any circumstances.

We are also 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
- any loss incurred by your business as a result of any third party's unauthorised use of your access to the Solution
- any indirect losses, operating losses, loss of business or loss of interest.

We are liable for damages in line with the above rules. Section 104 of the Danish Payments Act therefore does not apply.

### **A8. Breach of contract**

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

- your business fails to meet its payment obligations under the Agreement or the terms and conditions for MobilePay, such as in relation to payment refunds or non-payment of issued notes, invoices, etc.

- 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, including suspension of payments, negotiations for a composition or debt restructuring for Greenlandic businesses
- your business is the subject of an execution or attachment order
- your business otherwise ceases its activities, regardless of the reason for this
- your business significantly or repeatedly fails to comply with the legal requirements etc. governing the sale of its goods and services
- your business does not immediately comply with requirements resulting from reasonable objections raised by your customers regarding your business's goods or services
- MobilePay receives repeated reasonable objections from your customers
- your business otherwise fails to comply with the terms and conditions for MobilePay.

## **A9. Termination**

### **A9.1. Termination by your business**

Your business may terminate the Agreement covering the Solution in writing without notice. If your business has the MyShop solution, the Agreement may also be terminated in the MobilePay Portal. However, the termination will not affect any claims raised by MobilePay against your business as a result of customer objections. Subscription fees and any prepaid charges are not repayable. Notwithstanding the termination we reserve the right to issue an invoice for any unpaid bills, fees or other claims.

### **A9.2. MobilePay's termination**

MobilePay may terminate the agreement covering the Solution in writing at 30 days' notice. In the event of breach of the agreement covering the Solution, we are entitled to terminate the agreement at less than 30 days' notice or without any notice. MobilePay may furthermore block access to MobilePay without notice if the business is 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) or in case of violation of anti-money laundering and tax control regulations.

MobilePay may furthermore block access to the Solution without notice on suspicion of unauthorised use of the Solution or the Agreement, pending further investigation. Upon completion of the investigation, the Solution may either be reactivated or terminated for breach of contract.

The termination/cancellation also covers access to/use of the MobilePay Portal.

Please note that if your business is not registered in any MobilePay solutions, MobilePay has the right to terminate the Agreement, including the agreement on the MobilePay Portal, at 30 days' notice. If your business wishes to use MobilePay at a later date it must re-register. This means that a new registration fee must also be paid.

### **A10. Change of address and assignment of rights**

Your business is obligated to keep its email and postal address up to date in the Portal, as important messages are sent via this.

You may not assign your rights or obligations in relation to the Solution without our prior written consent. You may not assign the agreement covering the Solution to a third party.





### **A11. Contact and assistance**

MobilePay Support can provide assistance for the Solution. You will find the telephone number at [mobilepay.dk](https://mobilepay.dk).

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

MobilePay reserves the right to record and/or register telephone conversations (both when you call us and we call you) and other communication with your business. 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. For more information, see [mobilepay.dk/hjaelp/gdpr](https://mobilepay.dk/hjaelp/gdpr).

### **A13. Business information etc.**

We receive branch code and account number information from you for the bank(s) you have registered for MobilePay. Read about how these are processed in section A15.

When you have an agreement with MobilePay on a MobilePay solution, you also consent to MobilePay disclosing information about your business's Solution and use of the Solution, your CVR number and your branch code and account number to the bank(s) that you have

registered for MobilePay. We may also disclose information as stated in the technical documentation on MobilePay's Developer Portal.

Messages regarding termination of the Agreement may also be shared with the bank(s).

This information is disclosed so that the receiving bank(s) can provide support to your business and make information available to your business in their receiving account(s). Your business's branch code and account number are disclosed, so that the bank(s) you have registered in MobilePay can validate and inform MobilePay that the account(s) belongs to your business. Further, we can disclose aggregated information about amongst others the total amount off and number of transactions per payment place to the bank(s) that you have registered in MobilePay, so the receiving bank(s) can advise the business about the business's use of MobilePay and in order for MobilePay to rapport to, and potentially settle with, the receiving bank(s).

When you receive or request money using MobilePay, we will send a message containing the amount, the business name you have registered, your MobilePay number,

the date of the transfer and your optional message and logo to the payee.

### **A14. Marketing**

If your business has agreed to receive marketing communication from MobilePay, we can send email, text messages or other electronic information containing relevant offers and information about other products deemed to be of interest to you. Consent to receive marketing communication may be revoked at any time.

### **A15. Consent to processing of personal data when you use payment services**

You consent to the processing of your personal data when you use the payment services we provide in MobilePay.

The personal data processed is information such as name, address, CPR number, phone number, account number, information about the services you are receiving, such as payment transactions, including where you have used your MobilePay, whom you have transferred money to or received money from, and how you use MobilePay.

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



The data are used to provide the payment services we offer you, 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 are processed in line with 'Information about MobilePay'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 by writing to [mobilepay@mobilepay.dk](mailto:mobilepay@mobilepay.dk), but this will mean that you can no longer use MobilePay.

**A16. MobilePay's right to reimbursement**  
MobilePay is entitled to claim reimbursement for:

- any amount we pay on behalf of your business, such as taxes, duties and communication costs
- costs that we have incurred in order to handle disputes your business's customers raise with us as a result of payment using MobilePay.

**A17. MobilePay's right to set-off**

MobilePay is entitled, without prior notice to your business, to set off any amount that you owe, whether due or not, against any present or future receivable you may be due from us.

**A18. Supervisory authority**

MobilePay 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  
[www.finanstilsynet.dk](https://www.finanstilsynet.dk)

The Danish Financial Supervisory Authority has registered our 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*).

**A19. Complaints**

Your business can always contact MobilePay if you disagree with us.

You can also call us on tel. +45 45 444 447. In this way, we make sure that such disagreement is not based on a misunderstanding.

If your business still disagrees or is not satisfied with the result, you should write to our complaints officer. The address is MobilePay, att. Complaints Officer, Vester Søgade 10, 6th Floor, 1601 Copenhagen V or email to [klage@mobilepay.dk](mailto:klage@mobilepay.dk).

**A20. Interest and commissions**

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

**A21. Governing law and venue**

These terms and conditions and any disputes arising from them are subject to Danish law, and the proper venue will be the courts of Denmark.

**Section B – MobilePay MyShop**



In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay MyShop.

### **B1. What is MobilePay MyShop?**

MobilePay MyShop is a payment solution that includes:

- an app (the 'App') your business may use to receive and request payments for goods and services from MobilePay users. See [mobilepay.dk](https://mobilepay.dk) for more information.
- an online portal (the 'Portal'), where your business can see the total payments from MobilePay users and manage their MobilePay solutions and other services associated with MobilePay MyShop. Special terms and conditions apply to the use of the Portal.

A 'MobilePay number' refers to a unique payment ID that MobilePay users can transfer payments to.

You can use MobilePay MyShop with several different MobilePay numbers. You can create and delete MobilePay numbers in the Portal. When a MobilePay number is deleted, you can no longer receive payments from customers via the number.

Your business can also receive e-money payments from MobilePay Box. This only applies to physical stores and not to distance sales. Failure to comply with this will be considered a breach of the Agreement, which may result in termination in line with section A9.2.

### **B2. Activating MobilePay MyShop**

As soon as the business has entered into an agreement regarding MobilePay MyShop and MobilePay MyShop has been activated, payments may be received from your customers, either as a MobilePay payment or using e-money from the MobilePay user's MobilePay Box.

Your business will be sent stickers which you can display to inform customers that they can use MobilePay to pay for goods and services at your business. The stickers are free of charge and will be sent to the address specified in connection with establishing the agreement.

You are responsible for ensuring that the information provided when establishing the agreement is correct and up to date.

To prevent unauthorised use of MobilePay MyShop, you must ensure that access and

PIN codes are not disclosed to unauthorised persons.

Where possible, devices on which the app is installed should be locked with a password or a keypad lock.

### **B3. Use of MobilePay MyShop**

#### **B3.1. Not for online sales or subscription agreements**

MobilePay MyShop may not be used to receive payments for online sales or for subscription agreements.

MobilePay MyShop may be used for fundraising purposes – see section B3.9 for more information.

#### **B3.2. Clearly displayed information at business premises**

Only official material supplied by MobilePay may be used to indicate that payment using MobilePay, including payment using e-money from the MobilePay user's MobilePay Box, is possible. In physical stores, stickers must be placed at eye level, unobstructed by other elements.

Your business must ensure that:

- information is posted at the entrance to your business premises or sales counter,



- clearly and visibly informing customers that they can pay using MobilePay
- the MobilePay number to which payments must be made is displayed clearly at the point-of-sale terminal.

If your MobilePay MyShop agreement is terminated, irrespective of the cause, the MobilePay stickers must be removed.

We are not liable for any damage to shop furnishings or other equipment resulting from your business's use of the stickers or any other MobilePay MyShop material.

### **B3.3. Request for payment with MobilePay**

The business must inform the customer of the final purchase amount before requesting payment. It is up to the customer to decide whether to pay using MobilePay or using e-money from the customer's MobilePay Box.

The customer can then transfer the amount to your MobilePay number. You can also send a request with the final purchase amount to the customer.

Requests for payment using MobilePay must be made in accordance with the applicable guidelines.

For more information, see [mobilepay.dk](https://mobilepay.dk).

The requested amount may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

Finally, you can allow customers to pay using MobilePay, including e-money from MobilePay Box, via a link or a QR code – e.g. on an invoice. The link/QR code can be generated through a third party, such as a financial management system, if the third party offers this, or your business can generate the link/QR code itself.

For more information about generating links/QR codes, see [mobilepay.dk](https://mobilepay.dk).

MobilePay solely makes this functionality available, and we assume no responsibility for the business or the third party generating the link/QR code. Please also note that we do not provide support if the link/QR code is generated via a third party. In such cases, you must contact the third party.

The system may not be used for online trading – see section B3.1 for more information.

### **B3.4. Customer payments**

As soon as a customer has approved a payment in MobilePay, the customer can see that the amount will be paid.

The money is transferred only if the payment is approved and MobilePay is not blocked. For more information, see [mobilepay.dk](https://mobilepay.dk).

### **B3.5. Confirmation of transfer to the customer**

Customers receive confirmation of transfers in MobilePay once payments are completed. Customers can view confirmations of previous transfers under 'Activities' in MobilePay. If payment has been made using e-money, the confirmation will be shown under 'Box' in MobilePay. These are transfer confirmations and not purchase receipts. You must provide your customers with a purchase receipt.

### **B3.6. Post-transaction information**

Customer payments using MobilePay can be viewed by your business in the App or the Portal immediately after the customer has completed the payment. This is your documentation for the completion of the MobilePay transfer to your account.

For payments made using e-money, the e-money amount received will be converted to ordinary cash and added to your account. Each transaction will specify whether payment was made using ordinary cash or e-money. See also section A5.1.



### **B3.7. Reversal of payments**

Your business can reverse payments made with MobilePay through MobilePay MyShop, for example if a customer wants to return a purchase. You can reverse the amount paid by the customer.

For more information, see [mobilepay.dk](https://mobilepay.dk).

### **B3.8. Using your business's logo**

You can upload your business logo to the App to display it on MobilePay users' receipts etc. in MobilePay.

You must also register your location to enable MobilePay users to view your business name in MobilePay when they are in the vicinity, if they use this function.

MobilePay reserves the right to block your access to MobilePay MyShop in the event of misuse, if you have provided incorrect information about the location of payment sites, or if you use logos that we deem to be morally or ethically questionable or which might harm our image or brand.

### **B3.9. Fundraising**

Any use of MobilePay MyShop for fundraising purposes must comply with the rules of SKAT and the Danish Fundraising Act (*Indsamlingsloven*), and is subject to MobilePay's prior written consent.

Specifically for Greenland, any use of MobilePay MyShop for fundraising purposes must comply with the rules of SKAT and the Public Fundraising Act (*Lov om offentlige indsamlinger*), and is subject to MobilePay's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

### **B4. Objecting to payments**

If one of your customers raises a claim against MobilePay as a result of an objection relating to the purchase of goods or services from your business, we may instruct the customer to raise the claim against you. If one of your customers contacts MobilePay regarding reversal in accordance with the rules of the Danish Payments Act, MobilePay will consider the matter in accordance with the applicable legal requirements. You must indemnify us for any claims raised in connection with a customer objection. We have the option to set off any claims (see section A17).

### **B5. Unauthorised use**

The business must contact MobilePay as soon as possible to block its access to

MobilePay MyShop if it suspects MobilePay MyShop is being misused. You must also give us all the information required for us to investigate the suspected unauthorised use of your MobilePay MyShop and to take corrective and legal measures.

Call +45 45 144 440.

## **Section C – MobilePay AppSwitch**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay AppSwitch.

### **C1. What is MobilePay AppSwitch?**

MobilePay AppSwitch is a payment solution allowing businesses to integrate MobilePay as a payment solution in their own apps. MobilePay AppSwitch allows MobilePay users to choose MobilePay as a payment option in your app. The user will be taken to the MobilePay app where payment can be executed. Once the payment has been completed, the user will return to your app.

MobilePay AppSwitch is compatible with Android and iOS.

### **C2. Implementation and activation of MobilePay AppSwitch**

MobilePay A/S, Vester Søgade 10,  
6., 1601 Copenhagen V, Denmark. CVR no.: 38 29 21 88.



### **C2.1. Activation of MobilePay AppSwitch**

When your business has concluded a MobilePay AppSwitch agreement, you can activate MobilePay AppSwitch by following the information on setting up MobilePay at [mobilepay.dk](https://mobilepay.dk).

You are then ready to receive customer payments using MobilePay AppSwitch.

You can set up several AppSwitch IDs by contacting us on +45 45 144 440 if, for example, you wish to integrate MobilePay into several apps.

You are responsible for ensuring that the information provided when establishing the agreement and in your app is correct and up to date.

### **C2.2. Implementation of MobilePay AppSwitch**

Your business is responsible for ensuring that MobilePay AppSwitch has been correctly implemented in your app and in compliance with MobilePay's rules and instructions. These are available at [mobilepay.dk](https://mobilepay.dk).

In addition, the solution must be tested according to the procedure described at [mobilepay.dk](https://mobilepay.dk).

### **C3. Use of MobilePay AppSwitch**

#### **C3.1. Only for use for purchases made through apps**

Your business may only receive payments in MobilePay AppSwitch for the sale of goods and services if this complies with the rules applicable to your app and sales via the app (see section C3.2).

You may not use MobilePay AppSwitch for receiving payments for subscription agreements.

#### **C3.2. Use and responsibility and liability for use**

Your business must comply with any rules and conditions applying at any time to your app and sales made through your app. This applies, for example, to the rules that Apple and Google set for developing and using your app. For example, you may not receive payments in your app via MobilePay AppSwitch for services intended for use in the app. Examples of such services are music services, magazines and subscriptions, etc.

If your business fails to comply with the above, this will be deemed a breach, entitling MobilePay to terminate the Agreement. Your

business must indemnify MobilePay for any claim MobilePay may be met with and any loss MobilePay may incur as a result of your failure to comply with the above requirement.

#### **C3.3. Clearly displayed information in the business's app**

Your business must ensure that information is provided in your app, clearly and visibly advising customers that they can pay using MobilePay.

You must ensure that MobilePay is spelled correctly and that only official logos are used. Logos may be downloaded via [mobilepay.dk](https://mobilepay.dk).

If your MobilePay AppSwitch agreement is terminated or expires, irrespective of the cause, MobilePay instructions and logos must be removed from your apps.

#### **C3.4. Request for payment with MobilePay**

You must inform customers of the final purchase amount before requesting payment with MobilePay. The amount to be paid for the product will automatically be transferred to MobilePay when your app switches to MobilePay.

The amount you request to be paid in MobilePay may not exceed the purchase



amount. MobilePay thus cannot be used to make cash withdrawals.

If you use the 'reservation af beløb' (reservation of amount) function, your business must ensure that the customer has been notified of this, and the reservation must be terminated immediately after a purchase is cancelled.

### **C3.5. Customer payments**

As soon as a customer has approved a payment in MobilePay, the customer can see in the MobilePay app that a purchase has been made.

The money is transferred only if the payment is approved and MobilePay is not blocked. For more information, see [mobilepay.dk](https://mobilepay.dk).

### **C3.6. Confirmation of transfer to the customer**

Customers receive confirmation of transfers in MobilePay once payments are completed. Customers can view confirmations of previous transfers under 'Activities' in MobilePay. These are transfer confirmations and not purchase receipts. You must provide your customers with a purchase receipt.

### **C3.7. Reversal of payments**

Your business can reverse payments made with MobilePay if a customer wants to return a purchase, for example. This function is available if you have integrated with our MobilePay AppSwitch APIs. You cannot reverse more than the amount paid by the customer.

### **C3.8. Post-transaction information**

Once the customer has approved a payment via MobilePay, MobilePay will reserve or transfer the amount. In case of reservations of amounts, the transfer is executed when your business collects the payment with the capture service.

### **C3.9. Business name and logo**

When setting up the AppSwitch ID, the name and logo of your business must be provided. The name and logo will appear on the MobilePay user's receipt in MobilePay. MobilePay reserves the right to block your access to MobilePay AppSwitch in the event of misuse, or if you use logos that we deem to be morally or ethically questionable or which could harm our image or brand.

### **C3.10. Fundraising**

Any use of MobilePay AppSwitch for fundraising purposes must comply with the rules of SKAT and the Danish Fundraising

Act, and is subject to MobilePay's prior written consent.

Specifically for Greenland, any use of MobilePay AppSwitch for fundraising purposes must comply with the rules of SKAT and the Public Fundraising Act (*Lov om offentlige indsamlinger*), and is subject to MobilePay's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

### **C4. Objecting to payments**

If one of your customers raises a claim against us as a result of an objection relating to goods or services purchased from you, we may instruct the customer to raise the claim against you. If one of your customers contacts MobilePay regarding reversal in accordance with the rules of the Danish Payments Act, MobilePay will consider the matter in accordance with the applicable legal requirements. You must indemnify us for any claims raised in connection with a customer objection. We have the option to set off any claims (see section A17).



### **C5. Blocking access to MobilePay AppSwitch**

Your business must contact MobilePay as soon as possible to block your access to MobilePay AppSwitch if you suspect any inappropriate use of your app, including MobilePay AppSwitch.

Call +45 45 144 440 and state your AppSwitch ID.

### **C6. Unauthorised use**

If you suspect or discover unauthorised use of your MobilePay AppSwitch, you must contact MobilePay immediately. You must also give us all the information required for us to investigate the suspected unauthorised use of your MobilePay AppSwitch and to take corrective and legal measures.

You may remove MobilePay AppSwitch as a payment function in your app if you suspect any inappropriate use of the app, and we may block an agreement at any time if we suspect unauthorised use.

Call +45 45 144 440 and state your AppSwitch ID.

## **Section D – MobilePay Point of Sale**

In addition to the terms and conditions set out in section A, the following terms and conditions apply for MobilePay Point of Sale ('MobilePay POS').

### **D1. What is MobilePay POS?**

MobilePay POS is a payment solution allowing businesses to receive MobilePay payments in physical shops using a MobilePay box, a QR code or a terminal which accepts both MobilePay and payment cards.

These rules apply irrespective of which of the above options your business uses, unless otherwise specifically stated.

MobilePay POS allows MobilePay users to pay by holding their phones to the MobilePay box/terminal installed by your business at the payment system or scanning the QR code displayed. A request for the purchase amount is then sent to the user's phone, and the MobilePay user confirms the purchase by approving the amount in his or her MobilePay app.

If the user has activated the 'Betal fra låst skærm' (Pay from Locked Screen) function, the user can confirm the purchase from his or her phone, even though the screen is locked. The 'Betal fra låst skærm' (Pay from Locked

Screen) function can be used for payments under DKK 250 currently. However, the user will be regularly asked to approve the payment by opening the MobilePay app, even if the amount is below the current spending limit.

MobilePay POS is compatible with iOS and Android.

### **D2. Implementation and activation of MobilePay POS**

#### **D2.1. Requirements for use of MobilePay POS**

In order to use MobilePay POS, you must:

- sign an agreement with MobilePay on MobilePay POS
- purchase/lease the desired number of MobilePay boxes/QR codes/terminals and install the solution.

If the solution has to be integrated into your point-of-sale terminal, this must be done by a payment system provider certified by us.

#### **D2.2. Implementation of MobilePay POS**

You are responsible for ensuring that MobilePay POS is correctly implemented in your payment systems and that all MobilePay





boxes/QR codes/terminals are correctly installed and connected.

You are responsible for purchasing and configuring your own payment systems and all the MobilePay boxes/QR codes/terminals you need for roll-out.

You are also responsible for correcting any errors and maintenance of your own payment systems and MobilePay boxes/QR codes/terminals.

#### **D2.2.1. Use of sample code**

MobilePay A/S can choose to make a sample code available to you in your business. The sample code illustrates how you can implement and use MobilePay POS.

If we make a sample code available, you may only use and modify the sample code for implementation of MobilePay POS. If you use a third party to perform integration on your behalf, the third party must have been certified by MobilePay. Even if you are using a third party, you remain responsible for ensuring that the implementation is performed correctly, see also section D2.2.

The sample code is made available to you as is. MobilePay A/S does not provide technical

support for sample code or implementations made fully or partly by means of a sample code. You can read more about sample codes on MobilePay's developer site.

MobilePay, including affiliated companies, disclaims any liability for the sample code, including whether it works as intended, whether it continues to work as intended and whether it is free of faults. Irrespective of section A7, we disclaim any liability for any loss that you may incur using the sample code.

MobilePay A/S may choose no longer to make a sample code available at any given time without notice.

#### **D2.3. Activation of MobilePay POS**

When the requirements for use of MobilePay POS are met, we will set up shop IDs that you must use to activate MobilePay POS.

You are then ready to receive customer payments via MobilePay POS.

You can use MobilePay POS in different shops, self-service vending machines or other physical outlets.

You can deregister shop IDs associated with MobilePay POS by contacting MobilePay Support. Once a shop ID has been

deregistered, you can no longer receive payments from MobilePay users in shops where the ID was used.

#### **D2.4. Access for other parties to MobilePay boxes**

This section applies only if your business uses a MobilePay box.

You are not entitled to sell or in any other way make arrangements for MobilePay boxes without MobilePay's prior consent.

You can give other payment service providers or providers of other services access to MobilePay boxes. In such case, we will be entitled to payment of the access fee set out in the 'Charges for MobilePay POS' list. In case of such access, you must always inform us of the MobilePay box serial number. It is also a requirement that no changes be made to the existing technical configuration for MobilePay. If other payment service providers or providers of other services want to use MobilePay systems, such use requires an agreement to be concluded with us, and we reserve the right to demand payment for this. We cannot be held liable for disruptions, losses or expenses in relation to other payment service providers' or providers of



other services' access to and use of the MobilePay boxes.

### **D3. Use of MobilePay POS**

#### **D3.1. Physical trade only**

You may only receive payments in MobilePay POS for sales of goods and services in physical shops where the goods or services are delivered in direct connection with the payment or prior to payment.

MobilePay POS may not be used to receive payments for online commerce or for subscription agreements.

#### **D3.2. Clearly displayed information at business premises**

Your business will receive stickers which you can display to show your customers that they can use MobilePay to pay for goods and services at your premises.

You may also be given access to visual material which will allow you to make your own stickers and signs. In the event of any non-compliance with the terms and conditions for use of MobilePay graphics, MobilePay may request that any non-compliant signage be removed. The terms and conditions for use of MobilePay graphics are available online

(website). You will receive a link to the website when you have been set up as a MobilePay POS customer.

Using the stickers provided or your own signage, you must ensure that:

- information is posted at the entrance to your business premises, clearly and visibly advising customers that they can pay with MobilePay
- information is posted by the point-of-sale terminal, clearly advising customers that they can pay with MobilePay
- MobilePay boxes/QR codes/terminals are placed in a clear and visible location by the point-of-sale terminal.

When MobilePay can be used for payment in vending machines, it must be clearly shown on the vending machine that it is possible to use MobilePay – either using the supplied MobilePay stickers or the vending machine display.

If your MobilePay POS agreement is terminated or expires, irrespective of the cause, the MobilePay stickers and other signage must be removed. Any unused stickers must be returned to us. We are not liable for any damage to shop furnishings or other equipment resulting from your use of

MobilePay POS stickers, MobilePay boxes/QR codes/terminals or any other MobilePay POS material.

#### **D3.3. Request for payment with MobilePay**

You must inform customers of the final purchase amount before requesting payment with MobilePay. The request for the amount is automatically transferred to MobilePay when the request is sent from your payment system/terminal to MobilePay.

The amount you request to be paid in MobilePay may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

#### **D3.4. Customer payments**

As soon as a customer has approved a payment in MobilePay, the customer can see that the amount will be paid.

The money is transferred only if the payment is approved and MobilePay is not blocked. For more information, see [mobilepay.dk](https://mobilepay.dk).

#### **D3.5. Confirmation of transfer to the customer**

Customers receive confirmation of transfers in MobilePay once payments are completed. Customers can view confirmations of previous

transfers under 'Activities' in MobilePay. These are transfer confirmations and not purchase receipts. You must provide your customers with a purchase receipt.

### **D3.6. Post-transaction information**

Customer payments with MobilePay can be viewed in your business's payment system immediately after the customer has completed the payment. This is your documentation for the completion of the MobilePay transfer to your Pooling Account.

### **D3.7. Reversal of payments**

Your business can reverse payments made with MobilePay through the payment system/a terminal if a customer wants to return a purchase, for example. You cannot reverse more than the amount paid by the customer.

### **D3.8. Using your business's logo**

Your business must submit its logo for the creation of brand and shop IDs. The logo will be displayed on MobilePay users' receipts etc. in MobilePay. You may also register your location to enable MobilePay users to view your business name in MobilePay when they are in the vicinity, if they use this function.

We reserve the right to block your access to MobilePay POS in the event of misuse, if you

have provided incorrect information about the location of sales outlets, or if you use logos that we deem to be morally or ethically questionable or which could harm our image or brand.

### **D3.9. Vending machines**

MobilePay POS may be used for payment with MobilePay in vending machines and self-service solutions. Subject to prior approval by MobilePay, your business can receive payments via a QR code on display instead of payment via the MobilePay box.

### **D3.10. Fundraising**

Any use of MobilePay POS for fundraising purposes must comply with the rules of SKAT and the Danish Fundraising Act, and is subject to MobilePay's prior written consent.

Specifically for Greenland, any use of MobilePay POS for fundraising purposes must comply with the rules of SKAT and the Public Fundraising Act (*Lov om offentlige indsamlinger*), and is subject to MobilePay's prior written consent.

In connection with fundraising, your business must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

### **D4. Objecting to payments**

If one of your customers raises a claim against us as a result of an objection relating to goods or services purchased from you, we will instruct the customer to raise the claim against you. If one of your customers contacts MobilePay regarding reversal in accordance with the rules of the Danish Payments Act, MobilePay will consider the matter in accordance with the applicable legal requirements. You must indemnify us for any claims raised in connection with a customer objection. We have the option to set off any claims (see section A17).

### **D5. Blocking access to MobilePay POS**

You must contact MobilePay as soon as possible to block access to MobilePay POS if you suspect any inappropriate use of your MobilePay POS, including systems linked to MobilePay POS.

Call +45 45 144 440 and state your customer number.

### **D6. Unauthorised use**

If you suspect or discover unauthorised use of your MobilePay POS, you must contact MobilePay immediately. You must also give us all the information required for us to



investigate the suspected unauthorised use of your MobilePay POS and to take corrective and legal measures.

#### **D7. Disclosure of information about MobilePay POS IDs and API keys, etc.**

We may disclose information about your MobilePay POS IDs and API keys, email address, telephone number and other relevant business-specific information to the supplier of your POS box(es)/terminal(s) or cash register. This information is disclosed to allow connection to be made to your MobilePay POS units. The data will be transmitted via secure connections. The disclosed information may not be used for other purposes.

### **Section E – Memberships**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to Memberships.

Memberships is a function that can be linked to MobilePay POS. Memberships allows your customers to register their membership numbers for membership in your business in MobilePay. This enables the customer's membership number to be sent automatically to you when the customer makes a payment using MobilePay, without the customer

needing to show a membership card or disclose a membership number.

#### **E1. Activation of Memberships**

Your business must have MobilePay POS in order to offer your customers the use of Memberships. Call MobilePay on tel. +45 45 144 440 to activate the function.

#### **E2. Use of Memberships**

When Memberships has been activated, MobilePay will automatically transfer the membership number to your cash register system – assuming that your customer has entered his or her membership number for your business. In this way, your customer need not show their membership card or disclose their membership number to the cash register staff.

#### **E3. Registration of information**

Upon transfer of a membership number, the number will be registered in MobilePay's systems for use in the administration of the Memberships function.

The information is used exclusively for the administration of Memberships in accordance with these terms and conditions.

#### **E4. The business's responsibility for Memberships**

After your business has activated the function, you are obligated to process the membership number that was transferred from MobilePay to you in accordance with the applicable rules on processing membership numbers. Your membership scheme must comply with the rules applicable at any time for such schemes. For example, you are obligated to state the terms and conditions for the membership scheme.

We are not a party to the agreement on the membership scheme between you and your customer.

If we, for whatever reason, are required to disburse a bonus or other types of membership benefits offered to your customers, or to act as though we are a party to the agreement, you must indemnify us in every respect for any loss.

#### **E5. Termination/expiry of MobilePay POS**

If the MobilePay POS agreement is terminated, irrespective of the cause, access to Memberships will also be terminated. Your business may terminate the agreement on Memberships at any time.

#### **E6. MobilePay's rights in case of termination or blocking**



If MobilePay terminates the agreement on the use of MobilePay POS, the agreement on Memberships will also be terminated. The same applies if we block access to MobilePay.

If we believe the agreement on Memberships is breached, we reserve the right to block or terminate the agreement on MobilePay; see also the terms and conditions for MobilePay POS. The same applies if this is required according to statutory or regulatory requirements.

## **Section F – MobilePay Subscriptions**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay Subscriptions.

Please note that the following sentence in A9.2 does not apply to MobilePay Subscriptions: “*MobilePay may terminate the agreement covering the Solution in writing at 30 days’ notice*”. Instead, MobilePay may terminate the MobilePay Subscriptions agreement at two months’ notice. The rest of A9.2 applies to MobilePay Subscriptions.

### **F1. What is MobilePay Subscriptions**

MobilePay Subscriptions (‘Subscriptions’) is a solution that allows your business’s customers

to conclude an agreement with your business covering future recurring payments and single payments (e.g. a subscription agreement or other continuing agreement with fixed or variable payment frequency) using MobilePay in an ongoing contractual relationship between the business and the customer. A clear, separate agreement on this must be concluded between the customer and your business. Payments may relate solely to a specific contractual relationship.

In addition, your business will also be able to receive payment for single purchases with MobilePay Subscriptions, when your customers have registered a Subscriptions payment agreement.

### **F2. Implementation of MobilePay Subscriptions**

Your business is responsible for ensuring that MobilePay Subscriptions has been correctly implemented in your system and in compliance with MobilePay’s rules and instructions. These are available at [mobilepay.dk](http://mobilepay.dk). In addition, the solution must be tested according to the procedure described at [mobilepay.dk](http://mobilepay.dk).

If your business uses a third-party integrator to implement the solution, it is still your

business’s responsibility to ensure that this is done in accordance with the conditions stated here. MobilePay is not a party to the agreement between the third-party integrator and your business.

### **F3. Use of MobilePay Subscriptions**

#### **F3.1. Only for registered payment agreements**

Your business may submit recurring and single payment requests only if agreed by the customer and your business, and if the customer has linked the payment agreement to his or her MobilePay.

MobilePay Subscriptions may not be used for submission of bills relating to debt collection.

If your business uses an app, you may not initiate approvals of payment agreements directly from apps (applications for smartphones).

If your business receives payment using MobilePay for purchases, and such purchases are made in the business’s app, the purchased items (goods and services) must be intended for use outside the app.



Your business must comply with any rules and conditions applying at any time to your app and sales made through your app. This applies, for example, to the rules that Apple and Google set for developing and using your app. For example, you may not receive payments in your app via MobilePay for services intended for use in the app. Examples of such services are music services, magazines and subscriptions, etc.

If your business fails to comply with the above, this will be deemed a breach, entitling MobilePay to terminate the Agreement. Your business must indemnify MobilePay for any claim MobilePay may be met with and any loss MobilePay may incur as a result of your failure to comply with the above requirement.

### **F3.2. Clearly displayed information**

Your business must ensure that information is provided, clearly and visibly advising customers that they can pay with MobilePay. Your business must ensure that MobilePay is spelled correctly and that only official logos received from MobilePay are used. Logos may be downloaded via [mobilepay.dk](https://mobilepay.dk). If your MobilePay Subscriptions agreement is terminated or expires, irrespective of the cause, the MobilePay instructions and logos

must be removed from your websites or shops.

### **F3.3. Request for payment with MobilePay**

#### **F3.3.1. Recurring/repeating bills**

When your business has concluded a payment agreement with your customer, and your customer has approved the link to its MobilePay, you will be able to send the recurring and single bills to the customer for payment with MobilePay.

You must advise the customer of the bill in accordance with the applicable legislation. MobilePay is not responsible for notifying your business's customers.

The amount of the payment will be transferred on the payment date agreed with the customer, provided that sufficient funds are available to cover the amount. MobilePay Subscriptions supports all types of payments (recurring and single) and it is the responsibility of the business to comply with applicable legislation in this area, including the Consumer Ombudsman's guidelines on 'payments initiated by the payee'.

#### **F3.3.2. Single payments**

You must inform customers of the final purchase amount before requesting payment with MobilePay.

In case of single payments, the purchase amount is reserved and the purchase will not be completed until MobilePay is informed that the product/service has been delivered in accordance with the applicable legislation in the area. Your business is obliged to inform the customer of the reservation in accordance with the applicable legislation, guidelines, etc. Your business is obliged to ensure that the customer has been made aware of this. Your business is also obliged to cancel the reservation if the purchase is not completed or is interrupted.

Your business will be able to reverse payments or parts of payments. This applies to both single payments and recurring bills.

#### **F3.4. Customer payments in case of both recurring/repeated and single payments**

As soon as a MobilePay payment has been completed, the customer can see that the amount has been paid.

The money is transferred only if the payment is approved and MobilePay is not blocked.

For more information, see [mobilepay.dk](https://mobilepay.dk).



### **F3.5. Confirmation of transfer to the customer**

Customers receive confirmation of the transfer in MobilePay once collection from a payment agreement or a single payment is completed. Customers can view confirmations of previous transfers under 'Activities' in MobilePay. These are transfer confirmations only.

### **F3.6. Business logo, images and information about the business**

Your business logo will be uploaded to MobilePay to be displayed on customer receipts, payment agreements, etc. in MobilePay.

Similarly, you can display information about your business in images and text with reference (links) to the business's website.

MobilePay reserves the right to block your business's access to MobilePay Subscriptions if you use logos, images or text that MobilePay deems to be morally or ethically questionable or which could harm MobilePay's image or brand.

### **F3.7. Reversal of payments**

Your business can reverse payments made with MobilePay if a customer wants to return a purchase, for example. This function is available if your business is integrated with our MobilePay Subscriptions APIs. You

cannot reverse more than the amount paid by the customer.

### **F4. Objecting to payments**

If one of your customers raises a claim against MobilePay as a result of an objection relating to the purchase of goods or services paid under a MobilePay Subscriptions scheme, we will instruct the customer to raise the claim against your business. If one of your customers contacts MobilePay regarding reversal in accordance with the rules of the Danish Payments Act, MobilePay will consider the matter in accordance with the applicable legal requirements. Your business must indemnify MobilePay for any claims raised in connection with a customer objection.

### **F5. Responsibility and liability**

Your business must comply with all legal requirements governing trade in your goods and services, applicable at all times, including payment agreements concluded with your customers and submitted for payment with MobilePay Subscriptions. This applies to rules governing disclosure of information and notification, marketing and processing of personal data as well as for businesses created in Denmark, the Consumer Ombudsman's guidelines applicable at any time for payments initiated by payment

recipients and the Consumer Ombudsman's guidelines for subscriptions applicable at any time.

If your business fails to comply, we will deem it a breach of your MobilePay Subscriptions agreement with MobilePay. Please note that we do not provide information on the applicable rules of law in these areas.

Your business is responsible for ensuring that future payments are initiated exclusively for customers who have accepted that you submit such payments in line with section F3.1.

## **Section G – MobilePay Invoice**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay Invoice.

### **G1. What is MobilePay Invoice?**

MobilePay Invoice is a solution that allows your customers to receive and pay invoices in MobilePay. All that is required is for your business to send the invoice to the customer's MobilePay – for example via our API or using a MobilePay certified integrator. Find out more about APIs and certified integrators at [mobilepay.dk](https://mobilepay.dk).



The business may choose:

- to send the invoice directly to the customer's MobilePay – the recipient's name and mobile number must be specified in this case

or

- to add MobilePay as a payment method in its existing invoice flow, e.g. using a MobilePay payment button in an online environment. Your customer can then open the invoice directly, and view and pay it using MobilePay.

### **G2. Use of MobilePay Invoice**

In order to use MobilePay Invoice, the customer has to activate 'Bills' in MobilePay. If your business sends the invoice directly to the customer's MobilePay, you must have an agreement with the customer that allows you to request payment of invoices in MobilePay.

Your business must also ensure that the information you use to send invoices to the customer – such as their mobile number – is always correct and up to date.

If the customer has activated notifications, MobilePay will send a notification to the customer together with the invoice. The

customer will also receive a reminder via text message when the invoice falls due.

### **G3. Customer payments**

As soon as a customer has paid an invoice using MobilePay, they can see in MobilePay that the amount gets paid. The payment is only executed if it is authorised and MobilePay is not blocked. For more information, see [mobilepay.dk](https://mobilepay.dk).

### **G4. Confirmation of transfer to the customer**

When the customer has paid an invoice in MobilePay, they will receive confirmation of the payment in MobilePay. If the customer needs to access this confirmation at a later time, it is available under 'Activities' in MobilePay. This is simply a confirmation that payment was made.

### **G5. Objecting to payments**

If one of your customers raises a claim against MobilePay as a result of an objection relating to the purchase of goods or services paid for by sending an invoice, we will instruct the customer to raise the claim against your business. If one of your customers contacts MobilePay regarding reversal in accordance with the rules of the Danish Payments Act, MobilePay will consider the matter in

accordance with the applicable legal requirements. Your business must indemnify MobilePay for any claims raised in connection with a customer objection.

### **G6. The business's logo**

Your business can have its logo uploaded by MobilePay so it is displayed on MobilePay customer receipts etc. in MobilePay.

MobilePay reserves the right to block your business's access to the Solution in the event of misuse, or if your business uses logos that we deem to be morally or ethically questionable or which could harm our image or brand.

### **G7. Implementation of MobilePay Invoice**

Your business is responsible for ensuring that MobilePay Invoice has been correctly implemented in your system and in compliance with MobilePay's rules and instructions. These are available at [mobilepay.dk](https://mobilepay.dk). In addition, the solution must be tested according to the procedure described at [mobilepay.dk](https://mobilepay.dk).

If your business uses a third-party integrator to implement the solution, it is still your business's responsibility to ensure that this is done in accordance with the conditions stated





here. MobilePay is not a party to the agreement between the third-party integrator and your business.

MobilePay and you acknowledge to comply with all of the obligations set out in the General Data Protection Regulation 2016/679 (the “GDPR”) and any applicable national supplementary legislation as amended from time to time or any regulation replacing the GDPR. You and MobilePay shall take all necessary measures to ensure compliance with the law with regard to their responsibilities as data controller or data processor respectively.

### **G8.1 Creation of Invoice**

In the creation of the InvoiceLink, MobilePay shall be deemed as the data processor, who acts on your behalf as the data controller. As the data processor, MobilePay processes the data in line with your instructions and only retains the data for the time frame specified by you. MobilePay implements the appropriate technical and organizational measures so that the personal data processed in Invoice Link is appropriately secured. For more detailed information about the applicable security measures see [here](#).

As the data controller, you have the responsibility to inform your customers

regarding this data processing relationship. MobilePay commits, to the extent of its role and responsibilities, to inform you in case of a data breach in connection to data concerning your business. Likewise, MobilePay will provide reasonable assistance to you, in the event your customers request to exercise their rights under Chapter III of GDPR.

### **G8.2. Payment of the amount set in the Invoice**

On the premises of the payment being made in connection to the invoices, you and MobilePay act as separate data controllers. You and MobilePay individually processes personal data in accordance with their business needs and legal obligations.