

# Terms and conditions for MobilePay

## Consumers

**Effective from 24 October 2023**

### Introduction

MobilePay is a mobile payment solution, which is offered in Denmark and Greenland by Vipps MobilePay, branch of Vipps MobilePay AS, Norway, (in the following called 'MobilePay'). At [mobilepay.dk](https://mobilepay.dk), you can read about how the app works.

MobilePay's terms and conditions apply to MobilePay users 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 Danish and Greenlandic users. Such differences will be specified in the relevant sections. You should be aware of this if you are a Greenlandic MobilePay user. A Greenlandic MobilePay user means a user with a Danish CPR number, a Danish mobile number (including a Greenlandic mobile number modified for use in Denmark), a Danish or Greenlandic bank account and residing and having their postal address in Greenland (i.e. postal codes 3900-3999). It is the user's current residential address and postal address at the time that determines if references to legislation, applicable rules of law, regulatory requirements or authorities are to be read and construed as a reference to Danish or Greenlandic legislation, applicable rules of law, regulatory requirements and authorities.

Please note, if you are a Greenlandic MobilePay user and you move your residential address and postal address to Denmark, you will then be considered a Danish MobilePay user. If you are a Danish MobilePay user, and you move your residential address and your postal address to Greenland, you will then be considered a Greenlandic MobilePay user.

If you as a Faroese user has had residential address in Denmark (and Danish CPR-number) and changes address to Faroe Islands, you will continue to be considered as a Danish MobilePay user.

**The terms and conditions are divided into the following sections:**

**Section A:** Joint terms and conditions for all services and functions

**Section B:** Paying with MobilePay

**Section C:** When you pay with your card via MobilePay online

**Section D:** 'Memberships'

**Section E:** 'Receive bills' in MobilePay

**Section F:** 'Payment agreements' in MobilePay

**Section G:** MobilePay Box (e-money)

**Section H:** Money gifts with MobilePay (e-money)

**Section I:** Gift cards via MobilePay

We register and use data about you to give you the best advice and the best solutions, and to comply with the legal requirements set for us as an e-money institution, e.g. fraud prevention, anti-money laundering, sanctions lists, etc. You can read more about what we register, how we use personal data and your rights in 'Information about MobilePay's processing of personal data' <https://mobilepay.dk/hjaelp/gdpr>.

**By using our payment services, you automatically consent to our processing of your personal data. You can read this consent in section A13.**

## **A. Joint terms and conditions for all services and functions**

### **A1. Parties to the agreement**

When you register with MobilePay, you enter into an agreement with Vipps MobilePay, branch of Vipps MobilePay AS, Norway, Vester Søgade 10, 6., 1601 Copenhagen V, CVR no.: 43 30 09 46. Our email address is: [info@mobilepay.dk](mailto:info@mobilepay.dk).

### **A2. What do you need in order to register with MobilePay?**

To register, you must have

- A mobile device (e.g. smartphone or tablet).
- A Danish mobile phone number or a Greenlandic mobile phone number modified for use in Denmark – please note that if you have an unlisted phone number, this will be shown to other MobilePay users when you use MobilePay.
- A credit card or debit card issued in Denmark, Faroe Islands or Greenland

which we accept for use in MobilePay. The card must have been issued to you and it must not be blocked for online use.

- A Danish, Faroese or Greenlandic bank account in your name on which you can receive money ('beneficiary account').
- Permanent residence in Denmark, Greenland or Faroe Islands.
- An email address.

We use your civil registration number to identify you as a MobilePay user. We use the Danish Central Office of Civil Registration to check information about your name and civil registration number and to retrieve your address.

In addition, we use your MitID with OCES-certificate, when you sign up as a MobilePay user to identify you. You can also be asked to use MitID with OCES-certificate in other situations, for example if needed for further identification, when MobilePay must comply with legal requirements and when you connect a sender account (the account that MobilePay can withdraw money from). You will always be informed when we ask for you to use MitID, including why we ask you to use MitID.

Your civil registration number can only be linked to one MobilePay agreement. Please note that persons to whom you transfer money will be able to see your full name. If you choose to upload a photo, this photo will be visible to other MobilePay users. If you wish to protect your identity, you can choose not to upload a photo or to simply upload an anonymous picture.

If other MobilePay users enter your phone number in the app, your name or alias, as well as any picture you choose to upload, will be visible to them even before a payment is made. You may change your name to an alias to protect your identity in that context.

Please note, that other MobilePay users has the right to request information about their MobilePay activities (for example according to the Payment Act). When MobilePay provides activity lists to MobilePay users, that you have transferred money to or received money from, your full name will appear and not only your alias.

You must be at least 13 years old and have your own payment card to register.

If you are under 16 years of age, your parents/guardians must consent to you disclosing your civil registration number to register with MobilePay. MobilePay is entitled to block access to MobilePay if this is not observed.

### **A3. Registering as a MobilePay user**

After you have registered, you can link a total of ten of your payment cards/payment accounts ('sender accounts') with which you will be able to transfer amounts to MobilePay. You can yourself choose which card or sender account you want to use for the transfer to MobilePay. If you have linked more than one card to MobilePay, MobilePay will, as a general rule, use the card that you have chosen as your primary card. Please note you must always have at least one card linked to MobilePay. Please also note that you can only link sender accounts if your bank supports this.

Please note that you can only register one bank account as a beneficiary account.

Please note that when you link a payment card to MobilePay, you will need the internationally recognised security standard 3D Secure provided by your card issuer.

### **A4. Activation code and personal password**

When you register in MobilePay, you will need to confirm your mobile number with an activation code sent to you and create a personal password that should not be identical to the PIN on the card you are registering.

If your mobile device supports it, you can subsequently activate your fingerprint or use facial recognition instead of the 4-digit password. You should be aware that all fingerprints/facial recognitions linked to your mobile device can be used to log on to MobilePay and use the functions. You are therefore obliged to ensure that you have only activated your own fingerprints and your own facial recognition if you want to use them instead of the 4-digit password for access to MobilePay. MobilePay does not store your fingerprints or facial recognition.

### **A5. Other obligations etc.**

You have a duty to ensure that the details you provide are correct and updated at any given time. This includes card, account and mobile numbers and email address.

Your MobilePay is personal and may be used only by you. You must not disclose your passwords to others, write them down or save them on your mobile device.

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

If you fail to comply with this, we will regard it as material breach of your agreement with MobilePay. In such a situation, we may terminate your agreement without notice. Read more about this under section A8.2.

MobilePay must not be used for commercial purposes. If we find that this is the case, we will regard it as material breach of your agreement with MobilePay. In such a situation, we will terminate your agreement without notice. Read more about this under section A8.2.

You may link a company card to your MobilePay if the card has been issued to you. You are yourself responsible for ascertaining whether your employer permits you to link the card to MobilePay and whether you are using the card in accordance with the terms and conditions that apply to your company card. MobilePay does not check this. Please note, however, that the requirement that MobilePay must not be used for commercial purposes still applies.

MobilePay must not be used for public fundraising campaigns without MobilePay's prior written approval.

You must not use MobilePay in a way that harasses other MobilePay users. If we find that this is the case, we will regard it as material breach of your agreement with MobilePay. In such a situation, we may terminate your agreement. Learn more about this in section A8.2.

You are yourself responsible for ensuring that the mobile number, MobilePay payee number etc. to which you send money/e-money via MobilePay belong to the intended payee, and you must verify that the amount is correct. You are also yourself responsible for providing the correct mobile number to persons and merchants who want to transfer funds to you, and you must ensure that

you have linked the right (beneficiary) account to your MobilePay.

You must not use MobilePay for payment/transfers, including for purchase of e-money, if you are aware that there is no cover for the payment.

To prevent unauthorised use of MobilePay, you must store your mobile device so that others cannot gain unauthorised access to it. If possible, you should lock your device with a password or keypad lock.

You are obliged to identify yourself further to MobilePay if so required by law.

If you stop using the mobile device on which you have downloaded MobilePay, you must delete the app on it. The app will work on the mobile device you use instead – provided that you are using the same mobile number. Please also be aware of section A8.1 on termination.

**Please note:** If you as an existing MobilePay user permanently take residence in a country outside EU, EEA, Greenland, Faroe Islands, United Kingdom or Switzerland, MobilePay may terminate your agreement. Read more in section A8.2.

**Please note:** MobilePay does not process any artificial intelligence (AI) assistant information from your mobile device, e.g. speech-recognition, patterns of use, biometric data, or facial recognition technology. AI information and transactional data e.g. payer/payer, amounts and messages may be collected by your mobile device manufacturer according to their AI assistant terms of use.

## **A6. Worth knowing about the right of cancellation**

According to the Danish Consumer Contracts Act (*Forbrugeraftaleloven*) and decree on the entry into force for Greenland of act on certain consumer contracts you may cancel this agreement within 14 days of registering with MobilePay – see, however, below.

### **A6.1. Applicable to Danish users**

Generally, the right of cancellation period runs from the day on which you receive the service agreed. However, this only applies if you concurrently receive the information you are entitled to under the Danish Consumer Contracts Act, including information about your right of cancellation and

about the product you have ordered. Otherwise, the cancellation period runs from the day you receive the information.

If the last day of the cancellation period is a Saturday, a Sunday, a public holiday, 5 June, 24 December, 31 December, or the Friday after Ascension Day, you may exercise your right of cancellation on the following weekday.

Your right of cancellation will lapse before expiry of the cancellation period of 14 days if the agreement has been fully performed by both you and MobilePay at your express request. This is often the case with payment transfers, for example. Please note: This means that once you have used services in MobilePay, including transferred money with/via MobilePay or received amounts, you cannot cancel the agreement.

Once the right of cancellation period has expired, the agreement may be terminated in accordance with these terms and conditions.

If you wish to cancel the agreement, simply call (+45) 45 144 447 or write to MobilePay at [mobilepay@mobilepay.dk](mailto:mobilepay@mobilepay.dk) before the expiry of the deadline and state that you wish to exercise your right of cancellation. If you want proof that you have exercised your right in time, you can, for example, send a letter by registered mail and retain the receipt.

You can also use the cancellation form available on [mobilepay.dk/hjaelp/klager-og-indsigelser](https://mobilepay.dk/hjaelp/klager-og-indsigelser). You will then receive an acknowledgement of receipt of the cancellation form by email.

## **A6.2. Applicable to Greenlandic users**

At the end of these terms and conditions, you can find a Greenlandic translation of the information which according to the Greenlandic Consumer Contracts Act is to be available in Greenlandic.

## **A7. Blocking**

### **A7.1. MobilePay's blocking of MobilePay**

MobilePay has the right to block your access to use MobilePay for security reasons and/or on suspicion of unauthorised use without notice, including if:

- The card(s) or receiver account(s) and/or sender account(s) linked to MobilePay is/are closed or blocked.
- The conditions for MobilePay are not complied with and this entails risk to security of MobilePay or risk of unauthorised use of your MobilePay, for example non-compliance with conditions regarding codes.
- There has been unauthorised or suspected unauthorised use of the mobile number linked to MobilePay, and this entails a risk of unauthorised use of your MobilePay.
- There has been unauthorised or suspected unauthorised use of your MobilePay by a third party.
- You have received money via MobilePay that has not been authorised by the MobilePay user from whom the money has been transferred, or if we otherwise suspect that unauthorised use/unauthorised transfers have been made from your MobilePay.

We may also block access to MobilePay without notice if you do not provide MobilePay with the credentials that MobilePay is required to obtain from you in accordance with current legislation, e.g. in accordance with the Danish Anti-Money Laundering Act (*Hvidvaskloven*) or the Danish Tax Control Act (*Skattekontrolloven*).

If we block access to your MobilePay, we will notify you in advance of the blocking and the reason or, if this is not possible, immediately afterwards, unless this will prejudice security.

MobilePay may in addition block access to MobilePay without notice if you are 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).

## **A7.2. Your blocking of MobilePay**

You must contact us as soon as possible to block your MobilePay if:

- The mobile device with MobilePay installed, SIM card and/or the linked payment card(s)/details is/are lost or stolen – or if you suspect this.
- You discover or suspect unauthorised use of your MobilePay.

You can block your MobilePay around the clock by calling us on (+45) 45 144 447 and stating your mobile number. We will then block access and send you



a confirmation email containing the reason, the date and time of the blocking.

## **A8. Termination with and without notice**

### **A8.1. Your termination of MobilePay**

You may terminate your MobilePay agreement without notice in the MobilePay app under 'Settings' and 'Terminate MobilePay' or give us notice in writing or by telephone. Please note that you can maximum register as a new user three times within one calendar year. If you transfer your mobile number or cancel your telephone subscription, it is especially important that you change your mobile number in MobilePay or terminate your MobilePay agreement in advance. Please note that it is not sufficient to delete the app in order to terminate your agreement with MobilePay.

### **A8.2. MobilePay's termination of MobilePay with or without notice**

MobilePay may terminate the MobilePay agreement with two months' notice. We can also terminate the agreement with two months' notice, unless otherwise stated in relevant legislation, if we assess that we cannot comply with Anti Money Laundering legislation or other relevant legislation, for example if you do not provide us with the information that we request.

MobilePay may terminate your agreement with two months' notice if you permanently take residence in a country outside EU, EEA, Greenland, Faroe Islands, United Kingdom or Switzerland.

In the event of breach, we may terminate the agreement without notice. We may also terminate the agreement without notice if we have an objective and reasonable motive for terminating.

If you permanently take residence in a country included for example on the European Commission's list of high-risk third countries or similar lists of high-risk countries or third countries, we may terminate the agreement without notice. You can read more about the European Commission's list of high-risk countries on the European Commission's website under EU policy on high-risk third countries.

If you have not used MobilePay for six months, we reserve the right to terminate your MobilePay agreement.

Our termination must be objective, and the reasoning will be mentioned in the notice that we send you.

### **A9. Fees and charges**

MobilePay currently does not charge any fee for registration or termination of MobilePay. MobilePay does not charge a fee for the use of MobilePay for online card payments – but the merchant with which you shop may charge a fee. Your card issuer may charge a fee for your card use. The same applies if the bank with which you have a linked account charges a fee for use of the account.

If we introduce fees for your use of MobilePay, you will receive a notification about changed terms and conditions with two months' notice.

However, if we introduce new functions, features, products or services, these may be subject to fees from the start without you receiving any notice of changed terms and conditions. You will always be informed about the fee before you register for the function, feature, product or service.

### **A10. Changes**

You will be notified in your MobilePay app if we change the terms and conditions. We may change the terms and conditions without notice if the changes are not to your disadvantage. If you do not wish to accept changes, that are not to your disadvantage, you can terminate the agreement with MobilePay, see section A8.1.

If the changes are to your disadvantage, you will be notified at two months' notice.

If you do not wish to be covered by the new terms and conditions which are notified with two months' notice, you must notify us before the new terms and conditions enter into force. If you notify us that you do not wish to be covered by the new terms and conditions, we will consider this as a termination of the MobilePay agreement. Your termination will enter into force immediately. If we do not hear from you, we will regard it as your acceptance of the changes.

## **A11. Intellectual property rights and licence**

### **A11.1. Intellectual property rights**

All copyrights, trademarks and other intellectual property rights to and pertaining to MobilePay and MobilePay products are the property of MobilePay or our licensors. You must not reproduce, copy, display, assign, publish or use these intellectual property rights or the MobilePay products in any way whatsoever, except to the extent necessary to use the MobilePay products as provided in these terms and conditions. However, you may download and copy information and material on MobilePay's website for your own personal use.

### **A11.2. Licence to the MobilePay app**

You acquire a non-exclusive and non-assignable licence to use the MobilePay app as provided in these conditions on any smartphone or tablet (iOS or Android) that you own or control. You must not distribute, rent, lease, lend, sub-licence, transfer, sell, or make the MobilePay app available over a network. Nor are you allowed to attempt to derive the source code, modify or create derived works of the MobilePay app.

## **A12. Communication**

The agreement is entered into in Danish and our communication is conducted in Danish, regardless of whether you are a Danish or Greenlandic user. An English version of our terms and conditions is available on our website. In the event of conflict between the Danish version and the English version, the Danish shall prevail.

As a starting point, you receive all notifications under this agreement in your MobilePay app. In certain situations, we will also use the email address you have provided.

## **A13. Consent to processing of personal data when you use payment services**

When downloading MobilePay and accepting Terms and conditions for MobilePay, you also consent to MobilePay processing personal data about you when you use the payment services we provide in MobilePay.

The personal data processed is information such as name, address, civil

registration (CPR) number, phone number, information about payment transactions, including where you have used your MobilePay, the transaction details you state, to whom you have transferred money or from whom you have received money and how you use MobilePay.

We may disclose data about your civil registration number to the bank with which you have your registered bank account (beneficiary account) so that the bank can verify and inform MobilePay that the account belongs to you and can be used for payments. We may disclose data about your civil registration number to the bank with which you have a registered bank account (sender account) so that the bank can verify and inform MobilePay that the account belongs to you and can be used for payments. We may disclose data about your civil registration number as well as parts of your card number to the bank that issued the payment card, so that the bank can verify and inform MobilePay that the card belongs to you and that the card and the account linked to the card can be used for payments.

If necessary, data may be disclosed to acquirers, banks in Denmark, Greenland and Faroe Islands and any relevant payment receivers.

When necessary, we also share data with third parties who offer services which you have chosen to receive from MobilePay or which you choose via a merchant.

The data is used to provide the payment services we offer, 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 is processed in line with our '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, for example by writing to [mobilepay@mobilepay.dk](mailto:mobilepay@mobilepay.dk). Please note that this will mean that you can no longer use MobilePay.

MobilePay has the right to record and/or register telephone conversations (both when you call us and when we call you) and other communication for our own administrative use.

#### **A14. Our notification of unauthorised use and security threats**

We will contact you if we suspect or discover unauthorised use of the agreement. We will also contact you if we become aware of any potential security threats.

#### **A15. MobilePay's liability**

You should be aware that, under the individual sections of the various functions/services, there may be special reservations about MobilePay's liability.

MobilePay is liable for damages for late or defective performance of our contractual obligations resulting from error or negligence.

Even in areas in which stricter liability applies, MobilePay is not liable for losses arising from

- Breakdown of or lack of access to IT systems or damage to data in these systems attributable to any of the events listed below regardless of whether MobilePay or a third-party supplier is responsible for the operation of these systems, power failure or breakdown of MobilePay's power supply system or telecommunications, statutory intervention or administrative acts, acts of God, war, revolution, riot, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or 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.

MobilePay is 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 Danish users) or Greenlandic (for Greenlandic users)

law, MobilePay is liable for the cause of the loss under any circumstances.

Please be particularly attentive to that MobilePay is not liable for any defects or deficiencies in the goods or services for which you pay using MobilePay, from MobilePay Box, money gift or gift card or with your payment card via MobilePay. Further, MobilePay accepts no liability for the fundraising campaigns to which you make contributions using MobilePay or via MobilePay. If you have any complaints regarding the delivered goods, services or fundraising campaigns, you must contact the seller and/or the fundraiser.

MobilePay does not undertake any liability for the conduct of the seller/fundraiser in general.

#### **A16. Governing law and venue**

The agreement and any dispute arising out of the agreement are governed by Danish law and such disputes must be heard by Copenhagen District Court or the jurisdiction of the defendant's domicile unless otherwise provided by absolute consumer rights in Denmark, Greenland or Faroe Islands. This applies without consideration for rules in international private law which may lead to the application of other law than Danish law.

#### **A17. Supervisory authority**

MobilePay is authorised by and under the supervision of

Finanstilsynet (the Norwegian Financial Supervisory Authority)  
Revierstredet 3  
0151 Oslo  
Telefon +47 22 93 98 00  
[www.finanstilsynet.no](http://www.finanstilsynet.no)

The Danish Financial Supervisory Authority has registered MobilePay's licence as a branch under Vipps MobilePay AS under FSA no. 22315.

The Financial Supervisory Authority in Norway monitors compliance with MobilePay's license to provide payment services and e-money products. The Danish Financial Supervisory Authority, the Consumer Ombudsman and the Competition and Consumer Authority supervises compliance with certain

statutory provisions under the Danish Payments Act (*Lov om betalinger*).

For Greenlandic users, the Greenlandic Consumer and Competition Authority supervises compliance with certain consumer-related statutory provisions under the Greenlandic marketing practices law.

### **A18. The Guarantee Fund (Garantiformuen)**

As a MobilePay user, you are not covered by the Guarantee Fund. Your bank will normally be covered by the Guarantee Fund.

### **A19. Complaints**

You can always contact MobilePay if you disagree with us. You can also call us on tel. (+45) 45 144 447.

If you still disagree or are still dissatisfied with the result, you can write to [klage@mobilepay.dk](mailto:klage@mobilepay.dk)

You can also file a complaint with the authorities supervising MobilePay's compliance with amongst others the Danish Payments Act. Read more about this under section A17.

You can contact the Danish Consumer Ombudsman at [www.forbrugerombudsmanden.dk](http://www.forbrugerombudsmanden.dk).

You can contact the Danish Competition and Consumer Authority via [www.kfst.dk](http://www.kfst.dk).

You can get guidance on your rights by contacting Consumer Europe on [www.forbrugereuropa.dk](http://www.forbrugereuropa.dk).

If you are residing in EU or Norway, you can file lodge a complaint with the European Commission's European Online Dispute Resolution (ODR) platform. If you contact ODR, it will be helpful for you to state that MobilePay's complaints department can be contacted at [klage@mobilepay.dk](mailto:klage@mobilepay.dk).

### **A20. New copy of these terms and conditions**

You can always find the latest version in your app or at [mobilepay.dk](http://mobilepay.dk). You are also welcome to contact MobilePay.

## **A21. Contact details**

You can contact MobilePay support via (+45) 45 144 447. You can see the opening hours at [mobilepay.dk](https://mobilepay.dk).

You are always welcome to contact us if you have any questions about your rights, if you want to make use of your rights or if you want to hear more about how we collect and process your personal data. Please contact our data protection department at [privacy@vippsmobilepay.com](mailto:privacy@vippsmobilepay.com).

## **B. Paying with MobilePay**

MobilePay can only be used for transfers/payments in Danish kroner.

You pay with MobilePay as your payment instrument, when you transfer money to other private MobilePay-users, and when you pay to merchants in physical trade by using MobilePay's products MyShop and Point of Sale, and when you pay bills and payment agreement to a merchant with the MobilePay app. You can also pay with MobilePay as your payment instrument at selected websites.

In addition, MobilePay makes it possible to pay with your payment card via the MobilePay app online (where MobilePay is not your payment instrument). In such cases it will appear on the payment screen in the MobilePay app that the payment is a card payment. Read about payments with your card via the MobilePay app in section C.

When paying with MobilePay, please note the following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user to whom you are to send the amount or from whom you are to receive the amount.
- The name and picture with which you have registered and the last four digits of your mobile number may be displayed to the merchant or organisation to which you pay or transfer money.
- MobilePay registers, among other data, your and the payee's mobile numbers, account numbers, any message and picture as well as the transfer date.

To protect your identity, you can use an alias instead of your real name and to not use a personal photo in the MobilePay app.



## **B1. Registration of payment card and account details etc.**

### **B1.1. Execution of transfers/payments**

When you pay with MobilePay, you consent to that MobilePay can withdraw the amount from your payment card or your sender account. This means that an electronic funds transfer is made from your payment card or your sender account to MobilePay, provided that your card issuer or your bank approves the request for payment to MobilePay – read more under section B1.2. In this connection, MobilePay transfers the money from your MobilePay to the payee's MobilePay, from which the amount is transferred to the payee's bank account (beneficiary account). Any fees payable to, for example, the merchant, your card issuer or your bank may also be deducted from your card or your account via your MobilePay.

As a general rule, the maximum transfer time for payments with MobilePay is one business day (i.e. a day on which the payer's and the payee's provider are open for business). Please note that it may take up to several days before you can see the transfer from your payment card to MobilePay as a posting in your bank account.

### **B1.2. Card and account issuer's authorisation etc.**

If you have chosen to link a card for transfer of money to MobilePay, MobilePay applies for authorisation from your card issuer. If your card issuer rejects the payment, the transfer to MobilePay is rejected. If you have linked a co-branded card e.g. Visa/Dankort to MobilePay, MobilePay will decide which part of the card the authorisation applies to. This means that for e.g. a Visa/Dankort, MobilePay decides if the transfer from your card to MobilePay is made as a Visa or a Dankort transaction.

MobilePay stores your card details in accordance with international security standards (Payment Card Industry – Data Security Standard). Your card details will not be stored on your mobile device.

Please note that we may transfer the amount directly from your account if you are a customer of a bank that has entered into an agreement with MobilePay to distribute MobilePay and has linked a payment card issued by a bank that has entered into an agreement with MobilePay to distribute MobilePay. The same applies if you have selected a sender account to transfer money to

MobilePay.

## **B2. Use of MobilePay etc.**

### **B2.1. Amount limits and maximum spending**

There is a maximum limit per calendar year for your use of MobilePay, depending on your identification and proof of identity level. Your use includes both the amounts you send and receive.

You can see your annual amount limit and follow your spending in MobilePay under 'Amount limits' in 'Settings'. In addition to your identification level, the applicable amount limits also depend on, for example, which product or solution you are using.

### **B2.2. Execution of payments with MobilePay**

MobilePay is not obliged to execute payments for which there is no cover or which cannot be executed because of legal or contractual obstructions to such execution. For example, we will reject payment requests on suspicion of unauthorised use, fraud, money laundering or attempts at this. This also applies if, for example, the payee has not linked a correct beneficiary account.

We will notify you of the rejection/non-execution in the MobilePay app if such notice can be given in accordance with the existing legislation.

If the transfer to the payee's beneficiary account is returned from the payee's bank, MobilePay will try to transfer the amount to the payee for a period of 15 calendar days. If this fails, MobilePay will return the amount to your (i.e. the sender's) beneficiary account.

## **B3. Checking account entries**

You must regularly check your entries with MobilePay and your entries via MobilePay online in the app. If you notice payments

- that do not match your confirmations for the individual debits,
- that you do not believe to have made or
- if you experience that others have incorrectly transferred money to your MobilePay,

you must notify us as soon as possible – however, please note the deadline in

section B4.3 and section B5.

### **B3.1. Information about MobilePay transactions**

You can view details of your transactions for a period of minimum 13 months under 'Activities' in your MobilePay. You can also follow your MobilePay transactions on your bank account statements – both incoming and outgoing transfers/payments. If you need to save your transactions for a longer period, you can export them from the app.

## **B4. Reversal of authorised payments**

### **B4.1. Revocation**

After you have authorised a payment, you cannot revoke it. Under certain circumstances, however, you may revoke a payment (see below).

### **B4.2. Purchase of goods or services sold under a distance contract and where payment using MobilePay is allowed**

If you have paid for a product or service under a distance contract under which you are allowed to pay with MobilePay, you may, in certain situations, have the right to have a payment reversed if the shop (the merchant) has drawn a higher amount than agreed, or if the ordered product/service has not been delivered, or if you have exercised an agreed or statutory right of cancellation before the delivery of the product or service. Please note, that if you have paid for e-money with MobilePay, you can only make a claim directed at MobilePay, if the purchased e-money has not been delivered. You cannot make a claim towards MobilePay if the purchased goods/services, which are bought with the e-money, has not been delivered.

You should first seek to solve the problem with the merchant before contacting MobilePay. You must be able to document that you have contacted or tried to contact the merchant.

If you believe that you have the right to revoke a payment, you must contact us as soon as possible after you have become aware of this. In so far as possible, you must contact us with your dispute no later than 14 days after you have become aware of your possible claim. When we assess whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. We will then

examine your claim as soon as possible. Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in your account while we examine your dispute. If your dispute subsequently proves to be unjustified, we will debit the amount to your account again.

**Please note** that if both the buyer and the seller are consumers, the above does not apply. This means that the buyer cannot have the payment refunded in accordance with this provision.

#### **B4.3. If you did not know the final amount when authorising the payment**

If you did not know the final amount when authorising the MobilePay payment and the amount subsequently charged to your account exceeds what you could reasonably expect based, for example, on your previous spending pattern, you may be entitled to have the payment reversed.

If you believe that you are entitled to revoke a payment for which you have not approved the final amount, you must contact us no later than eight weeks after the amount has been debited via your MobilePay.

Once we have received your claim, we will examine the matter. You will hear from us no later than 10 working days after receipt of your request.

Please also read section G3 under 'Payment agreements', as special rules apply to this function. Please also see section B6.

#### **B5. Reversal of unauthorised payments**

If you believe that payments have been made with MobilePay that you have not authorised, contributed to or made, you must contact MobilePay as soon as possible after you have discovered this and dispute the payments. When we assess your claim and whether you have contacted us in due time, we will attach importance to your obligation continuously to review and check your MobilePay entries. In any case, you must contact us within 13 months of the amount having been debited via MobilePay.

Once we have received your claim, we will examine the matter. Normally, we will deposit the amount in your beneficiary account linked to your MobilePay. If your claim proves to be unjustified, we will debit the amount to your account again. Please also see section B6.

## **B6. Your liability for unauthorised use of MobilePay and MobilePay's products**

If you are under 18 years of age, your liability will be assessed in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*) (including the Greenlandic Legal Capacity Act (*Myndighedsloven*) for Greenlandic users) and the rules on the liability for damages of minors and incapable parties, as well as the rules of the Danish Payments Act, see below.

If you are over 18 years of age, the following applies:

If there has been unauthorised use of your MobilePay by another person, we will cover the loss unless it is covered by the sections below. We have the burden of proving that the loss is covered by the sections below.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you may have to cover up to DKK 375 of the total loss.

If there has been unauthorised use of your MobilePay by another person, and a personal security measure has been used in this connection, you will be liable to cover loss of up to DKK 8.000 if

- you have not contacted us as soon as possible after you have become aware that your MobilePay, including your mobile phone/tablet with MobilePay installed, has been lost or that another person has acquired knowledge of the personal security measure, or
- you have intentionally disclosed the personal security measure to the unauthorised user without realising that there was a risk of unauthorised use, or
- you have made the unauthorised use possible through grossly irresponsible behaviour.

You will be liable for the full loss if the personal security measure has been used in connection with the unauthorised use under the following conditions:

- you have yourself disclosed the personal security measure to the person who has made unauthorised use of your MobilePay, and
- you realised or should have realised there was a risk of unauthorised use.

You will also be liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations under the rules, including storing

MobilePay or your mobile phone/tablet securely, protecting the personal security measure, see sections A4 and A5, or to block MobilePay, see section A7.2.

You are not liable for any loss incurred after we have been notified that your MobilePay is to be blocked.

Nor will you be liable for any loss if you have not been able to block your MobilePay for reasons for which we are responsible.

Nor will you be liable if the loss, theft or unauthorised appropriation of the personal security solution could not be detected by you prior to the unauthorised use.

Nor will you be liable for unauthorised use of MobilePay if this has been caused by actions performed by MobilePay's employees or an entity to which MobilePay's activities have been outsourced or said party's passivity.

In accordance with the Danish Payments Act, MobilePay is liable for your loss if the payee knew or should have known that there was unauthorised use of MobilePay.

MobilePay is also liable in accordance with the Danish Payments Act if you incur a loss as a result of unauthorised use where MobilePay does not require use of the personal security measure unless you have acted fraudulently.

You will only be liable for loss incurred as a result of other parties' unauthorised use of MobilePay if the transaction has been correctly registered and booked by MobilePay.

### **C. When you pay with your card via your MobilePay app online**

You can pay with your card **via** the MobilePay app in connection with online commerce if you have enabled the function under 'Settings' in the app. You can pay with your card via the MobilePay app in connection to single payments and recurring payments. On the payment screen in the MobilePay app, it will appear that the payment is a card payment.

When you enable the function, MobilePay works as a service that converts your registered mobile number into the card details you have registered in your MobilePay app. The web shop's payment provider can then execute the

card payment. When an amount is debited to the payment card, the payment service provider requests authorisation from your card issuer (e.g. your bank). Your card issuer decides whether the card payment can be made. If your card issuer rejects the payment, you will be notified immediately. Please note that both the card issuer and the merchant may charge you a fee for use of the card.

Please note that the payment is executed as an ordinary card payment where you have entered the card details yourself. Money is therefore not transferred from your linked payment card to MobilePay, and MobilePay is thus not responsible for executing the payment transaction. MobilePay does therefore not function as your payment instrument.

When you link your Dankort to online payments via MobilePay, you must confirm it with your MitID with OCES certificate by following the instructions.

We will not send your mobile number to the merchant with which you have paid with your card via MobilePay. Please note, however, that if you provide information about your phone number to the merchant yourself, the store can send it to MobilePay and you can see it as pre-entered in your MobilePay.

## **C1. Functions, use of MobilePay for online card payments etc.**

### **C1.1. Functions and execution of online payments with your card via MobilePay**

If you have enabled payments with cards via the MobilePay app, you can pay with your cards in the web shops that display that they accept MobilePay and the card type that you have linked to your MobilePay app.

You will receive the receipt for the actual purchase from the merchant.

### **C1.2. Your cardholder rules**

When you pay online with your card via the MobilePay app, your card rules apply for the payment. You must obviously also comply with the rules for MobilePay.

### **C1.3. Maximum spending**

MobilePay does not set a maximum spending limit for your purchases when

you pay online with cards via MobilePay. You should be aware that your card issuer or the merchant may have set a threshold.

## **C2. Revocations of authorisations**

You cannot revoke an authorisation given via MobilePay.

## **C3. Disputing payments etc.**

Your cardholder rules apply to your card payments online via the MobilePay app. One effect of this is that you must contact your card issuer (typically your bank) about disputes regarding the use of your card. This applies to both single payments and recurring payments.

## **C4. Your responsibility and liability**

It is your responsibility to ensure that the linked card is used in accordance with your card issuer's rules and also comply with the terms and conditions of MobilePay.

If you approve that the web shop can perform recurring payments (for example subscription payments) with your card online via the MobilePay app the recurring payments will be made automatically on your card via MobilePay. It is the terms and conditions of the web shop that regulates the agreement regarding the recurring payments.

## **C5. MobilePay's responsibility and liability**

In relation to your use of the online card payment function via the MobilePay app, MobilePay is responsible for ensuring that the mobile number you enter is converted to the card details you have entered for use for online payments via MobilePay.

## **D. Memberships in MobilePay**

'Memberships' is a function in MobilePay which enables you to register your membership numbers with merchants with which you have a membership. The function is personal, and in case of unauthorised use, we reserve the right to block your MobilePay agreement.

## **D1. What data are registered and what do we use them for?**

When you register your membership number and in connection with a payment to a merchant where you have entered your membership number,



we will forward your membership number to the merchant. The merchant will not have access to your payment details or any of your other personal data in MobilePay.

MobilePay does not use your membership number for other purposes than to manage the registration function for your memberships.

## **D2. Membership with the registered merchant**

You must agree your membership with the individual merchant directly with the merchant, and the merchant's membership terms will apply. The membership is solely an agreement between you and merchant and all questions and any disputes concerning the merchant's membership concept must be settled directly with the merchant.

## **D3. Registration and deregistration**

You can register or deregister your membership number with a merchant in MobilePay at any given time. Please note, however, that this is not equivalent to your registration and deregistration with the merchant in question.

If your membership terminates, for whatever reason, your registered membership number in MobilePay will not be deleted automatically.

## **E. Receiving bills with MobilePay**

MobilePay allows you to receive and view bills in MobilePay.

The function requires that you enter into an agreement with the merchant to receive your bill in MobilePay and have given your mobile number to the merchant.

You must be at least 18 years old before you can use the function.

## **E1. What data are registered and what does MobilePay use them for?**

MobilePay receives pieces of information from the merchant, so that the merchant's invoice can be displayed in the MobilePay app. The merchant can choose to send the general invoice data, e.g. information about invoice issuer, name of payer, amount, VAT, invoice data and due date etc.

The merchant can also send details about purchases of products, quantities etc. The merchant can also display these details via a link that will redirect you to the merchant's website, where a full invoice can be shown.

MobilePay only receives invoice data from the merchant and does not send any invoice data to the merchant in return. The merchant will not have access to your payment details or any of your other personal data in MobilePay. MobilePay does not use your invoice data for any purposes other than to be able to show you your paid invoices.

## **E2. 'Receive bills' function**

You can register to 'Receive bills' under 'Settings' and after this, the merchant can send the bill to your MobilePay. This is done by the merchant sending your mobile number to us, so that MobilePay can link it with your MobilePay.

## **E3. Deregistering 'Receive bills'**

If you no longer wish to receive requests for acceptance of receipt of bills or bills for payment in MobilePay, you must deregister under the 'Settings' menu item in MobilePay.

## **E4. Payment of bills**

You pay a bill in the MobilePay app by approving the request from the merchant under 'Upcoming' in the activity list. MobilePay does not execute the payment but allows you to pay with MobilePay.

You can also choose that the bill is to be paid on a specific date up to and including the final due date of the bill.

## **E5. Your responsibility and liability**

'Receive Bills' in MobilePay is a personal product and must only be used by you. If the bill is erroneous or if it is not in accordance with what has been agreed, you must contact the merchant yourself.

## **E6. MobilePay's responsibility and liability**

MobilePay is not a party to the agreement between you and the merchant on the forwarding of the bill for payment in MobilePay and we therefore do not have any liability for the bill or its contents, including whether the bill is erroneous.

## **E7. Storage of bills**

MobilePay makes your paid bills available in your MobilePay for at least 13

months. If you need to store them for a long time, we recommend that you print or export them. If a bill is not paid with MobilePay, it will appear as unpaid in MobilePay. Unpaid bills will be available until the due date plus 30 days. If your MobilePay agreement terminates, for whatever reason, you will no longer have access to your bills.

## **F. Payment agreements in MobilePay**

You have the option to enter into payment agreements with MobilePay by linking your MobilePay to a payment agreement between a merchant and you. This means that you permit the merchant in advance to send a recurring or single (ad hoc) payment collection charge to your MobilePay regarding the payment agreement you have entered into with the merchant. You thus approve that the merchant may request a future payment with your MobilePay without you having to authorise each payment in terms of recurring payments or entering your payment information in terms of single payments.

### **F1. The function Payment agreements**

You must be at least 18 years old before you can use the function Payment Agreements.

Once you have entered into the agreement with the merchant and approved the link to your MobilePay, the merchant will be able to submit requests for recurring or single payments to your MobilePay in accordance with your payment agreement with the merchant. Recurring requests for payments will be handled without you having to approve each individual payment. In terms of both single and recurring payment requests, where the payment frequency necessarily isn't fixed, the business will also, when the business does not initiate the payment request, have the opportunity to charge these without you having to approve every payment. However, this can only occur if you have accepted it in the payment agreement with the business. In terms of other types of single payment requests under your payment agreement with the business, where you as a consumer yourself initiates (i.e. carry out) the payment request, you will be asked to accept the payment request with a swipe in the MobilePay app.

When you link MobilePay to your payment agreement, the merchant will receive a payment ID that the merchant uses for future payments and for single payments under your payment agreement. Your mobile number is not

transferred to the merchant.

If you want to delete a payment agreement, you can do it either in your MobilePay app or on the merchant's website. Please note that in some cases, agreements cannot be deleted until 24 hours after the agreement was made. In such cases, any payments in this 24-hour period must be rejected manually.

You should be aware that deletion in MobilePay is not the same as a termination of your payment agreement with the merchant. You should therefore contact the merchant if you wish to terminate your agreement.

You will always be able to reject payments listed in the MobilePay app under upcoming payments. Once a payment has been deducted, you will not be able to revoke it again. Reference is also made to sections B4, B5 and B6 regarding your options for reversals of transactions you have authorised/not authorised.

You can see in your MobilePay which payment agreements you have linked to your MobilePay. You can also see payment agreements which are deleted. You should be aware that if the merchant's agreement on MobilePay payment agreements terminates, regardless of the reason of this, your linking of the payment agreement to your MobilePay will also terminate. We will not send you any notification of this.

## **F2. General deregistration from payment agreements**

If you no longer wish to use the function, you must deregister it under the 'Settings' and 'Subscriptions' menu item in MobilePay. If you have active payment agreements, these must be deleted before the function can be deregistered.

## **F3. Reversal of payments under payment agreements**

If you did not know the final amount when you authorised the payment and the amount subsequently charged using your MobilePay exceeded what you could reasonably expect, including regarding your previous spending pattern and these terms and conditions, you may be entitled to have the payment reversed.

If you believe that you are entitled to revoke a payment for which you have not

approved the final amount, you must contact us no later than eight weeks after the amount has been debited via your MobilePay.

However, you are not entitled to claim a refund if you have consented to the payment being made directly in MobilePay and information on the future payment has been available to you at least four weeks before the due date.

See also section B4.3.

#### **F4. Your responsibility and liability**

MobilePay payment agreements is a personal product and must only be used by you.

#### **F5. MobilePay's responsibility and liability**

MobilePay is not a party to the agreement between you and the merchant on the goods/services you receive and pay for with MobilePay, nor are we a party to your payment agreement on this. MobilePay therefore does not have any liability for your mutual agreement and is not liable for any non-payment or late payment in this connection.

#### **F6. Storage of MobilePay payment agreements**

MobilePay does not store any payment agreements for you. We only register your link to MobilePay.

If your MobilePay agreement terminates, for whatever reason, you will no longer have access to your linked payment agreements in MobilePay, and you will no longer be able to make payments with MobilePay from the termination date. The same applies if the merchant's agreement with MobilePay terminates – for whatever reason.

#### **G. MobilePay Box (e-money)**

You can create a MobilePay Box in your MobilePay. You and other MobilePay users can pay e-money into a MobilePay Box. You use e-money from your MobilePay Box as payment in stores where it is possible or convert the e-money to money and transfer to the beneficiary account you have linked to your own MobilePay or to another MobilePay user.

You can buy e-money from MobilePay. The purchase is paid for using MobilePay. When you buy e-money, the purchased e-money amount will be

issued to the selected MobilePay Box. You can either create and purchase e-money for your MobilePay Box yourself, or you can buy and issue e-money to a MobilePay Box belonging to another MobilePay user.

MobilePay Box may only be used for private purposes, and by that amongst others not for public collections.

You will be able to see your ingoing and outgoing payments to and from your MobilePay Box in your MobilePay Box overview, which you will find under 'Box' in the menu.

You must be at least 18 years old to use MobilePay Box. However, if you have not attained the age of 18, you may use MobilePay Box if your parents/guardians consent to this. MobilePay is entitled to block access to MobilePay Box if this is not complied with. We will then redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay, see also section G6.

### **G1. Creating a MobilePay Box**

There may be restrictions on how many MobilePay Box you can create or how many active MobilePay Box you can have.

Please note that the transferred amounts are not deposits, as MobilePay is not a bank. Therefore, you do not receive interest on the e-money amount you have in your MobilePay Box.

### **G2. Fees and charges**

An administrative fee of DKK 19 is charged for every DKK 1000 going in to your MobilePay Box. The fee will automatically be deducted from your MobilePay Box balance.

Prices and fees for the use of MobilePay Box can be found at [priser-privat.pdf \(mobilepay.dk\)](#). Read more about fees and charges under section A9.

### **G3. Transfer of data connected to a MobilePay Box**

You can buy and pay with e-money with MobilePay.

When you buy e-money, the amount will immediately be issued to the MobilePay Box to which you choose to issue e-money. This may be your own MobilePay Box or a MobilePay Box belonging to another MobilePay user.

When you buy and have e-money issued to a MobilePay Box or when you receive e-money in your MobilePay Box, please note the following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who has created a MobilePay Box. The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who sends money to your MobilePay Box. If the owner of MobilePay Box has given viewing access to other MobilePay users, these users will be able to see the above-mentioned information and amount, however not your phone number (read more in section G15).
- MobilePay registers the following data, among others: your, the transferee's and the transferor's name, picture and mobile number (also unlisted number), any message and picture, amount and date of transfer to the given MobilePay Box.

#### **G4. Payment from your MobilePay Box**

When you use e-money, the amount of e-money you want to transfer will be converted into regular money in connection with the transfer to either a store that accepts e-money from MobilePay, to your own MobilePay or to another user's MobilePay.

When using e-money from MobilePay Box, please note the following:

- The name with which you have registered, your mobile number, and any message and picture are displayed to the private individual to which you have chosen to transfer e-money.
- The name with which you have registered and the last four digits of your phone number are displayed to the store to which you pay the amount.

You can only transfer/pay amounts from MobilePay Box if there is e-money in it.

#### **G5. Maximum spending**

The e-money you receive in your MobilePay Box or spend from your Box will affect your annual and daily limits (see section B2).

#### **G6. Inactivity and closing of your MobilePay Box**

You may close your MobilePay Box at any time. You do this in the app, under

'Box' in the menu. Your e-money balance must be redeemed before your MobilePay Box can be closed. The same applies if your MobilePay agreement is terminated, regardless the reason.

If you do not use your MobilePay Box for a period of 13 months, we reserve the right to close your MobilePay Box. We will then redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay. The same applies if MobilePay chooses to close the MobilePay Box function.

If your MobilePay is closed because you have not used your MobilePay, see section A8.2, we will also redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

## **G7. Information about MobilePay e-money transactions**

Under the MobilePay Box overview in your MobilePay, you can view information about your e-money transactions for a period of minimum 13 months.

## **G8. Reversal of payments that you have approved (authorised payments)**

### **G8.1. Revocation**

After you have authorised a payment using e-money you cannot revoke it.

## **G9. MobilePay's right to withhold e-money**

If we find that the amount used to buy e-money comes from fraud, funds that do not belong to you or unauthorised payments, we may withhold your e-money to cover any claim we may have against you in this respect.

## **G10. Viewing access to a Box**

It is possible for you as an owner of a Box to give other MobilePay users the opportunity to look in your Box ('viewing access') and thus see the amount in your Box along with ingoing and outgoing payments. Users with viewing access cannot dispose of the amount in your Box.

As the owner of a Box, you are responsible for whom you give viewing access and for managing this on an ongoing basis, including removing users who should no longer have viewing access. Read more on viewing access on [mobilepay.dk](https://mobilepay.dk).



Please note that if you pay money into a Box, the owner of the Box could have given other MobilePay users access to look into the Box. This can be seen on the specific Box. In this case, users with viewing access will be able to see the date, the amount, your MobilePay name and any message if you transfer money to the specific Box. Your phone number will not be shown to these other MobilePay users. Read more on the protection of your identity in section A2.

## **H. Money gifts with MobilePay (e-money)**

You can as a MobilePay user give and receive a money gift using MobilePay. When you want to give a money gift, you buy e-money issued by MobilePay to you as a giver. You decide when the receiver is to receive the money gift. Read more on [mobilepay.dk/gaver](https://mobilepay.dk/gaver).

Money gifts consist of e-money and a digital wrapping (gift wrapping). As the giver, you must pay for the gift wrapping. Money gifts cannot be bought without gift wrapping. All rights to the 'gift wrapping' of your money gift belong to MobilePay or MobilePay's licensors. One purchase of a gift wrapping can be used for one money gift.

As MobilePay is not a bank, a money gift does not constitute a deposit. Therefore, you do not receive interest on the e-money amount.

## **H1. Buying and receiving money gifts in MobilePay**

You must be at least 18 years old to buy, give and receive money gifts. However, if you have not attained the age of 18, you may buy and give a money gift if your parents/guardians consent to this. If the receiver is less than 18 years old, the receiver may receive a money gift if the receiver's parents/guardians consent to this. MobilePay may request documentation for this, and we are entitled to block use of the money gift function if this is not complied with. We will then redeem any e-money balance on your money gifts and transfer the amount to the beneficiary account you have linked to the giver's MobilePay.

Please note that you can have and receive money gifts totalling a maximum value of 30,000 DKK placed under the money gift function.

The giver can choose one of the two ways in which the receiver can receive

the gift:

- The receiver can receive a money gift as an e-money transfer in MobilePay.
- The receiver can receive a unique gift code representing a money gift value. The receiver must activate this code under 'Gifts' in MobilePay.

Regardless of the way in which the receiver receives the gift, the gift transaction will only be executed if the money gift has not been cancelled or activated or has expired. The same applies if the gift giver's or gift receiver's MobilePay have been blocked. In these cases, we will redeem the e-money amount from the money gift and transfer the amount to the beneficiary account of the gift giver.

If the gift giver chooses to make the money gift in MobilePay, the gift giver must also choose if the money gift should be sent immediately or at a later date which can be maximum 30 calendar days after the date on which the money gift was bought. If the gift giver chooses the solution with a future gift date, MobilePay will send the money gift to the selected receiver on the date and at the time fixed.

If the gift giver chooses the gift code solution, the gift giver can himself/herself hand over the money gift to the selected MobilePay user. The gift giver receives a unique redemption code representing the money gift and its value. The gift giver is responsible for the gift code.

A gift code must be activated by the receiver within 30 calendar days of the purchase date of the money gift. If the money gift is not activated before expiry of the 30 calendar days, the money gift amount will be returned to the beneficiary account of the gift giver.

The gift giver must ensure that the right MobilePay user receives the money gift, for example by handing it over to the receiver physically.

Please note that the gift code represents the amount the gift giver has chosen to give as a money gift. It can be activated by any MobilePay user who knows the gift code. Therefore, you as a gift giver must store the gift code with due care. You as a gift giver must also make the receiver of the money gift aware of this, and you must inform the receiver of the activation deadline (30 calendar days).

Once the gift code has been activated, the gift giver will be able to see this under 'Gifts' in MobilePay.

The gift giver will also be able to see the MobilePay name and mobile phone number (also unlisted number) of the person who has activated the code.

When you receive a money gift, the amount can be seen as e-money in MobilePay under 'Gifts'. The receiver can choose to disburse the e-money to himself/herself (i.e. the amount is transferred to the beneficiary account the receiver has linked to his/her MobilePay) or use it to make payments in stores that receive e-money from MobilePay.

The gift giver may cancel the money gift until the time when the receiver receives it in his or her MobilePay or has activated the gift code received.

You cannot buy a money gift for yourself.

## **H2. Prices, fees and charges**

No fee is charged for the issue of e-money for a money gift. No fee is charged for the receipt of e-money as a money gift. However, the gift giver must pay for the digital wrapping which must be selected in connection with the purchase.

MobilePay does not charge a fee when you use your money gift or if you redeem an e-money balance.

## **H3. Transfer of data connected to money gifts**

When you buy a money gift, you buy e-money. The e-money will immediately be issued for your purchased money gift.

When you buy and have e-money issued for a money gift and/or receive a money gift, please note the following:

- The name, picture and mobile number (also unlisted number) with which you have registered are displayed to the MobilePay user who receives your money gift or who gives you a money gift together with any text in your digital gift card.
- MobilePay registers, among other data, your and the gift receiver's name, picture and mobile number (also unlisted number), any text in the digital gift card, the amount as well as the date of transfer of the money gift.

When you receive a money gift, you receive e-money.

#### **H4. Payment from your money gift**

In connection with the transfer to either a store that accepts e-money from MobilePay or to your own MobilePay, the e-money amount will be converted into the same amount in regular money.

When you use e-money from your money gift, please note that the name with which you have registered and the last four digits of your phone number are displayed to the store to which you pay the amount.

Please note that you cannot use e-money when you use MobilePay for payment in connection with distance sales.

#### **H5. Money gifts and thresholds/maximum spending**

The e-money you give or receive as money gifts will affect your annual and daily thresholds in MobilePay. For more information, see [mobilepay.dk](https://mobilepay.dk).

#### **H6. Inactivity, termination of the MobilePay agreement and closing of money gifts**

If your MobilePay is closed because your MobilePay has been inactive, see section A8.2, or terminated regardless of the reason for this, see section A8, we will redeem your e-money balance and transfer the amount to the beneficiary account you have linked to your MobilePay.

The same applies if MobilePay chooses to close the possibility of giving and having money gifts. Two months' notice of such closure will be given, see also section A10.

#### **H7. Information about MobilePay transactions with e-money**

Under 'Gifts' in MobilePay, you can see information about received, including activated, money gifts and gifts that have not yet been transferred or activated for a period of minimum 13 months. Under 'Activities', you can also see your use of e-money for a period of minimum 13 months when you have used e-money from money gifts. You can also see purchases of money gifts for the same period.

#### **H8. Reversal of authorised payments**

After you have authorised a payment using e-money, you cannot revoke it.

## **H9. MobilePay's access to withhold e-money from money gifts**

If we find that the amount used to buy e-money is connected with fraud, funds that do not belong to you or unauthorised payments, we may withhold your e-money to cover any claim we may have against you in this respect.

### **I. Gift Card via MobilePay**

MobilePay has a collaboration with GoGift A/S (the 'Merchant') who sells gift cards via the MobilePay app. This means that MobilePay is acting as an intermediary of GoGift's gift cards and that you as a buyer of gift cards via the MobilePay app enter into the agreement directly with the Merchant.

A purchase of a gift card consists partly of the gift card, that you purchase from the Merchant, and partly of the digital wrapping for the gift card (wrapping) which can be priced.

Please note that if your MobilePay account is blocked or closed, it will not be possible to access gift cards in the MobilePay app.

### **I1. Buying gift cards**

#### **I1.1. Your agreement regarding the purchase of a gift card with the seller of gift cards**

MobilePay facilitates the sale of gift cards via the MobilePay app. This means that when you buy a gift card you enter into the agreement directly with the Merchant who offers the gift card via the MobilePay app. Thus, you do not enter into the agreement regarding purchase of the gift card with MobilePay.

When buying a gift card via MobilePay, you must accept the terms and conditions of the Merchant for the purchase of the specific gift card. The Merchant selling the gift card determines the terms and conditions for the gift card. For you this means amongst others that it is the Merchant selling the gift card that determines the terms and conditions applicable to redeeming the gift card at the store where the gift card is to be used.

It is the Merchant, who sells the gift card, who determines the validity of the gift card. MobilePay reserves the right for changes in the validity of the gift card as

well as printing errors in the information about the gift card in the MobilePay app.

You do not pay anything to MobilePay when you buy a gift card via the MobilePay app.

You must be at least 18 years old to buy and give gift cards via the MobilePay app. However, if you have not attained the age of 18, you may buy and give gift cards via the MobilePay app if your parent/your guardian consent to this. MobilePay may request documentation for this and we are entitled to block use of the gift function if you do not comply with this.

### **11.2. Delivery of gift cards**

Gift cards, bought via the MobilePay app, are delivered to the receiver in the app. When you buy and give a gift card to another MobilePay user, you can choose whether the receiver shall receive the gift card immediately, at a chosen time in the future or by receiving a physical gift-code, which must be activated in the app.

When buying a gift card, you must be aware of the following:

- The name and mobile phone number (including unlisted numbers) that you are registered with will be shown to the MobilePay user who receives your gift card, including any possible text on the gift card
- MobilePay amongst others registers your name and the name, picture and mobile phone number (including unlisted numbers), including any possible text on the gift card of the receiver of the gift card

If the receiver's MobilePay is closed or blocked, MobilePay will annul the purchase of the gift card and return the amount to the beneficiary account you have linked to your MobilePay.

## **12. Right of withdrawal, redemption and annulment**

### **12.1. Purchase of the gift card and cash redemption**

When the gift card is delivered in the MobilePay app, the receiver of the gift card receives the electronic gift card in the app. The terms and conditions for a possible redemption and the terms and conditions for exercising the right of withdrawal in the Consumer Contracts Act regarding purchase of the gift card

follows from the terms and conditions of the Merchant, which you must accept when buying the gift card.

## **12.2. Purchase of the wrapping**

If you have chosen to buy wrapping, you have the right to withdraw from the purchase of the wrapping that you have bought from MobilePay. However, when buying wrapping you accept that the right of withdrawal expires at the time where the gift card is delivered to the receiver (if you have chosen delivery via MobilePay) or at the time where the receiver activates the gift-code (if you have chosen delivery via gift-code). However, you can annul the purchase of the gift card as well as the purchase of the digital wrapping until the time of delivery (see below).

## **12.3. Annulment**

You have a right to annul the gift card, and to redeem the e-money account until the time where the gift card is delivered or activated by the receiver. This means that gift cards, which are delivered to the receiver immediately, cannot be annulled. However, you can have a right to withdraw from the agreement regarding purchase of the gift card, which you can read more about in the terms and conditions of the Merchant.

## **12.4. Gift cards with direct delivery**

When the gift card is delivered directly to another MobilePay user you buy the gift card, which is delivered to the chosen MobilePay user, immediately.

## **13. Gift cards with future delivery, including use of gift-code**

If you choose future delivery, MobilePay will try to make sure that the gift card is available at the Merchant who sells the gift card and make sure that the chosen MobilePay user receives the gift card in MobilePay at the time chosen by you (maximum 30 calendar days from the time where you buy the gift card).

If you choose to give the gift card with the gift code solution, you must hand over the gift code to the MobilePay user that you have chosen as the receiver. You receive a unique redemption gift code that represents your gift card and the value, and when the gift code is activated in the MobilePay app, the gift card will be bought from the Merchant and made available to the receiver. The receiver must activate the gift code within 30 calendar days from the purchase date of the gift card. If the gift code is not activated before the expiry of the 30

calendar days, an amount corresponding to the gift amount automatically will be returned to the beneficiary account you have linked to your MobilePay.

Please note, that the gift code represents the amount you have chosen to give as a gift card. Any MobilePay user who knows the gift code can activate it. Therefore, you must store the gift code with due care. You must also make the receiver of the gift card aware of this, and you must inform the receiver of the activation deadline (30 calendar days). If you lose the gift code, or do not want to have it anymore, you may cancel and return it under 'Gifts' in MobilePay, provided that it has not been activated.

#### **14. E-money and purchase of the gift card**

If you buy a gift card with future delivery or with the gift code solution, MobilePay will issue e-money for you as a gift giver. When you approve the purchase in the MobilePay app, you hereby pay for the e-money and chooses that the e-money will be used for payment of the gift card chosen by you. The money for buying the e-money will be withdrawn when you accept the purchase of the gift card via the app. The e-money will be stored at MobilePay and used to pay for the gift card that you have bought from the Merchant via the app. The payment for the gift card itself will be made at the chosen time of delivery or at the time when the receiver activates the gift code in the app.

Please note, as MobilePay is not a bank, it is not a deposit. You will therefore not receive interests on the e-money amount assigned for a purchase of a gift card with future delivery.

Until the gift card is delivered to the receiver you can return your action – meaning annul your purchase of a gift card and a possible digital wrapping – and the e-money amount will be exchanged to ordinary money and immediately transferred to your beneficiary account in MobilePay.

#### **15. Liability and defective goods**

MobilePay does not have any liability for defects in gift cards bought via the MobilePay app. Further, MobilePay does not have any liability for defective goods or services for which you have used a gift card bought via the MobilePay app. If you have any questions or complaints regarding the gift card or the delivered goods or services, you must contact the Merchant.



## **16. Receipt and storage of gift cards**

You can as an active MobilePay user receive gift cards from other MobilePay users. Please note, that the MobilePay user who has given you the gift card will be able to see your MobilePay name and mobile phone number (including unlisted numbers) when you activate a gift code.

The giver of the gift card can choose between two ways in which you can receive the gift card:

- You can receive the gift card in the MobilePay app.
- You can receive a unique gift redemption code representing a gift card value. You can activate this code under 'Gifts' in MobilePay.

When you receive a gift card bought via the MobilePay app, you can access the gift card under the menu item 'Gifts'. The content of the gift card, for example text and pictures describing the terms and conditions for using the gift card, as well as the expiry date, is stated on the gift card.

The gift cards that you have received, whether they are used or not, can be found for a minimum of 13 months after the expiry of the gift card in your MobilePay. Gift cards bought via MobilePay can only be accessed as long as the receiver's MobilePay account is active.

## **17. Thresholds and maximum spendings**

When you buy a gift card via MobilePay it will affect your annual and daily thresholds in MobilePay. For more information, see <https://www.mobilepay.dk/hjaelp/mobilepay-til-private/fakta/hvor-meget-kan-jeg-overfoere-med-mobilepay>

## **18. Inactivity, termination of the MobilePay agreement and closing of the money gifts**

If your MobilePay is closed because your MobilePay has been inactive, see section A8.2, or terminated regardless of the reason for this, see section A8.2, gift cards received via MobilePay cannot be accessed. You will be notified of the blocking or termination, see section A8.2 or A10.

## **Peqqissimisinnaatitaaneq pillugu paasissutissat**

### *PEQQISSIMISINNAATITAANEQ*

Isumaqatigiissutigineqartoq atuisut isumaqatigiissuteqartarnerannut inatsimmi § 17 naapertorlugu peqqissimissutigisinnaavat.

### *Peqqissiminissamut piffissaliussaq*

Peqqissiminissamut ullut 14-init piffissaliunneqarsimapput.

Piffissaliussaq ullumit isumaqatigiissuteqarnernit naatsorsorneqartarpoq, s. i. isumaqatigiissummik atsiornernit imaluunniit qinnuteqarnernit.

Atuisut isumaqatigiissuteqartarnerannut inatsit naapertorlugu paasissutissanik arlalinnik paasissutissinneqartussaavutit, ilaatigut peqqissimisinnaatitaaneq pillugu aamma kiffartuussineq qinnuteqaatigineqartoq pillugu. Paasissutissat taakku allaganngorlugit (s. i. pappialanngorlugit imaluunniit e-mailkkut) aatsaat tigugukkit peqqissiminissamut piffissaliussaq aallartissaaq.

Assersuutigalugu ataasinngorneq ulloq 1. qinnuteqaruit paasissutissallu taaneqartut tigusimallugit, taava ataasinngorneq ulloq 15. tikillugu piffissalernerqarputit. Paasissutissat kingusinnerusukkat aatsaat tigusimagukkit, assersuutigalugu pingasunngorneq ulloq 3., taava pingasunngorneq ulloq 17. tikillugu piffissalernerqarputit.

Peqqissiminissamut piffissaliussap ullua kingulleq arfininngornermi, sapaammi, nalliuttuni, inatsisitaarfimmi, juulliaqqami, ukiutoqqami imaluunniit qilaliarfiup kingorna tallimanngornermi pissappat, taava ulluinnarmi tulliuuttumi piffissaliussaq atorunnaassaaq.

Peqqissimisinnaatitaaneq ullunik 14-inik piffissaliussap naanera nallertinnagu atorunnaassaaq, isumaqatigiissut illit erseqqissumik piumasaqaatit malillugu ilinnit aamma MobilePay eqqortinneqarsimappat. Tamanna amerlanertigut pisarpoq s. i. akiliilluni nuussinerni. TAKUUK: Taanna isumaqarpoq, MobilePayimi kiffartuussinerit siullermik atorsimagukkit, ilagalugit MobilePay atorlugu aningaasanik nuussillutit imaluunniit aningaasanik tigusaqarlutit, taava isumaqatigiissut peqqissimissutigisinnaangilat.

Peqqissiminissamut piffissaliussaq naareerpat, taava isumaqatigiissut

piumasaqaatit uku naapertorlugit taamaatinneqarsinnaassaaq.

*Qanoq peqqissimisinnaavit?*

Isumaqatigiissut peqqissimissutigigukku, taava piffissaliusaaq nallertinnagu uunga (+45) 45 144 447 sianiinnassaatit imaluunniit MobilePay allallutit nalunaarutigalugu peqqissimisinnaatitaanippit atorneqarnissaa kissaatigalugu.

Nalunaarut taanna allaganngorlugi tunniukkusukkukku - assersuutigalugu allakkakut imaluunniit e-mailikkut - taava nalunaarut piffissaliussap naanera nallertinnagu nassiutiinnassavat. Piffissaaq eqqorlugi peqqissimissutinnut uppersaateqarnissat qulakkeerusukkukku, assersuutigalugu allagaq tammatsaalisatut nassiussinnaavat allakkerivimmillu uppersaat toqqorlugi.

Isumaqatigiissut peqqissimissutigisimallugu nalunaarut, uunga nassiunneqassaaq:

Ateq: Vipps MobilePay, branch of Vipps MobilePay AS, Norway, CVR no. 43 30 09 46

Najugaq: Vester Søgade 10, 6. sal, 1601 København V

E-mail: [mobilepay@mobilepay.dk](mailto:mobilepay@mobilepay.dk).

Piunasaqaatit uku naalernerani paasissutissat kalaallisut nutsikkat, Kalaallit Nunaanni Atuisut isumaqatigiissuteqartarnerannut inatsit malillugu kalaallisut tunniussassat nassaarisinnaavatit.