

## Conditions for payment accounts

### Terms and Conditions for payment accounts - Retail customers

Effective as at 18. marts 2019

This document is a translation of document "Vilkår for betalingskonti - Privatkunder" and is for information only. The Danish version of the document is the legally binding document and applies to any commitment entered into between you and Sparekassen Vendsyssel.

#### 1. Introduction

These terms and conditions apply to payment accounts established for the purpose of executing payment transactions.

A payment account is, for instance, a payroll account, but not a children's savings account.

Except for cash deposits and withdrawals at Sparekassen Vendsyssels branches and transfers to your accounts, the use of payment services is subject to a separate agreement on the use of payment instruments, such as terms for the use of cards.

#### 2. Consent for processing personal data

On conclusion of an agreement to open a payment account, you also consent to your personal data being processed in connection with tendering of this service, including that your data may be used for and in relation to execution or correction of payment transactions. The personal data being processed includes your civil registration number, address and account number.

Your information will be saved in the current year plus five years.

You can withdraw your consent at any time; however, this will mean that you cannot use your account.

#### 3. Danish Act on Payments

The Danish Act on Payments applies to deposits on and withdrawals from payment accounts. An excerpt of the act has been appended to these terms and conditions.

You can find the entire act on [www.retsinformation.dk](http://www.retsinformation.dk).

#### 4. Payment service key characteristics

Payment services are services enabling deposits on and withdrawals from a payment account, such as a home-banking facility and Visa/Dankort.

Deposits on a payment account may be made in cash by you or others, by foreign cheque, by transfer from an account with Sparekassen Vendsyssel and transfer from another bank.

Withdrawals from a payment account may be made in cash by you, by transfer to accounts with Sparekassen Vendsyssel, to accounts with other banks, in connection with the use of payment instruments and in connection with the payment of bills.

#### 5. Information for the purpose of executing a payment service

On withdrawals, you must state your registration number and account number of the account from which the amount is to be withdrawn.

In case of domestic transfers, you must also state registration number and account number of the account to which the amount is to be transferred.

For international payment transactions, you must also state the IBAN number and SWIFT code of the recipient.

SWIFT must provide information about the transfer to the US authorities, if there is any suspicion of money laundering and financing --of acts of terrorism.

In connection with payment of a joint inpayment form, the FI creditor number must be stated.

A payment order is deemed to have been correctly executed when executed using the unique identification code stated in the payment order.

#### 6. Form and procedure for consent to execute a payment transaction and revocation of consent

You may, for instance, place payment orders in the following ways:

- By contacting Sparekassen Vendsyssel in person
- Through the home-banking facility
- By sending a letter to Sparekassen Vendsyssel.

A payment must be confirmed by your signature or by means of NemID in the home-banking facility.

A precondition for Sparekassen Vendsyssel executing a payment order is that sufficient funds are available in the relevant

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account.

When Sparekassen Vendsyssel has received a payment order, it cannot be revoked.

A payment order which is not to be executed until at a later date, however, may be revoked not later than at the end of the business day before the agreed date.

If you want to revoke a payment order, you can do so through your home-banking facility or by contacting Sparekassen Vendsyssel. Sparekassen Vendsyssel reserves the right to charge a revocation fee.

If a payment order is rejected due to factual errors, Sparekassen Vendsyssel will notify you in this respect, of the reason for the rejection and the procedure to correct the error causing -the rejection.

## 7. Description of the time when a payment order has been received

A payment order is deemed to have been received on the business day on which Sparekassen Vendsyssel receives the payment- order.

Saturdays, Sundays and public holidays, the day before Christmas and 31 December, 5 June and the Friday following Ascension Day are not business days.

Payment orders received near the end of a business day or between two business days are deemed to have been received on the following business day and will not be processed until the next business day. By contacting Sparekassen Vendsyssel, you can obtain further information about the deadline for receipt of payment orders, which must be processed on the same business day.

## 8. Maximum execution time

The execution time is the time it takes until the payment is credited to the recipients account.

The maximum execution time for deposits and withdrawals in Denmark and to and from EEA member states in EEA currencies is usually one business day, but otherwise depends on the transfer type and currency.

For payment orders received on paper, including inpayment forms, other forms or electronic message, the execution time may be up to two business days.

## 9. Information about payments

Information about transactions is made available on paper or electronically at least once a month

## 10. Prices

Sparekassen Vendsyssels prices for services can be found in Prices of services. In addition, at least once a month, Sparekassen Vendsyssel makes information on specific payments linked to a payment account available to you.

If an amount is transferred to the account, Sparekassen Vendsyssel is entitled to withdraw any payment related to the transfer of the amount transferred before the amount is credited to the your account.

Sparekassen Vendsyssel reserves the right to charge a fee in connection with notification of the cause of -a rejected payment order.

Sparekassen Vendsyssel reserves the right to charge a fee for attempts to reverse funds where you have specified the wrong account or identification code.

When Sparekassen Vendsyssel receives a transfer from abroad, any fee will be deducted from the amount transferred.

## 11. Rates of exchange

Exchange of currency will be made at the rates fixed by Sparekassen Vendsyssel for purchases and sales on the business day on which deposits and withdrawals are executed.

Sparekassen Vendsyssel may change the fixed exchange rate without notice.

## 12. Language and communication

Sparekassen Vendsyssel enters into agreements and communicates in Danish unless otherwise specified in the actual agreement.

## 13. Check of entries

You are under a duty to regularly check the entries in your account. If, in connection with the check, you discover transactions that do not match your receipts or you do not believe having made the transactions-, you must contact Sparekassen Vendsyssel as soon as possible.

You must be aware that your possibility of objecting to unauthorised or incorrect payment transactions will in any circumstance lapse 13 months after the amount has been withdrawn from your account.

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## 14. Notification

In the event of suspected or verified instances of unauthorised use or security threats, Sparekassen Vendsyssel can notify you by phone, a message via your online banking service or another similarly secure procedure

## 15. Blocking

Sparekassen Vendsyssel is entitled to block the use of a payment service immediately or refrain from executing a payment transaction:

- a. in the event of knowledge or suspicion of unauthorised use by a third party,
- b. in the event of knowledge or suspicion that data on payment services or payment instruments have been compromised,
- c. in the event that, within a short period of time, the use of a payment service deviates from the regular pattern,
- d. in the event that you or any person acting on your behalf is considered not to be of sound mind,
- e. in the event that the customer relationship or the account associated with the payment service has been terminated by you or Sparekassen Vendsyssel or that circumstances exist which entail that the account may be terminated without notice,
- f. in the event that these terms and conditions are violated, including if the payment account associated with the payment service is overdrawn,
- g. in the event that there is a significantly increased risk that you are unable to meet your payment obligation, irrespective of whether a credit facility has been made available in connection with the payment service,
- h. in the event that a payment instrument has been renewed and, for reasons of security, the previous must be blocked,
- i. in the event that the agreed amount limits are exceeded, or
- j. in the event that it is otherwise considered necessary on account of payment service security or any suspicion of unauthorised use.

Where an account is overdrawn, you will, if possible, receive a reminder prior to blocking the payment service.

If Sparekassen Vendsyssel has to block the payment account immediately, you will be notified of the reason, time and date immediately after the blocking.

## 16. Unauthorised payment transactions

Liability and responsibility are allocated subject to 97 - 100 of the Danish Act on Payments .

## 17. Sparekassen Vendsyssels responsibility for executing payment transactions

Sparekassen Vendsyssel is liable for any direct loss suffered by you as a result of the faulty execution or non-execution of payments in accordance with these terms and conditions. However, this does not apply if Sparekassen Vendsyssel is able to prove that the payee's bank has received the amount.

## 18. Repayment of payment transactions initiated by or through a payee

Liability and responsibility are allocated subject to sections 101 and 102 of the Danish Act on Payments .

## 19. Commencement and term

These terms and conditions apply from 18. marts 2019 until amended or terminated by Sparekassen Vendsyssel.

## 20. Termination

If you want to terminate your agreements on the use of payment accounts, you must do so in writing at 1 month notice.

By giving 2 months notice, Sparekassen Vendsyssel may terminate agreements on payment services.

## 21. Complaints

If you want to complain about Sparekassen Vendsyssel, you must first contact Sparekassen Vendsyssel.

If you still disagree with Sparekassen Vendsyssels consideration of your complaint or the result thereof, you may contact the complaints officer at Sparekassen Vendsyssel. Information about the complaints officer is available at Sparekassen Vendsyssel or on Sparekassen Vendsyssels website [www.sparv.dk](http://www.sparv.dk).

If the complaint does not lead to a satisfactory solution, you may choose to bring your complaint before the The Financial Appeals Board, St. Kongensgade 62, 2. sal, 1264 Copenhagen K, tel. +45 35 43 63 33, [www.pengeinstitutankenævnet.dk](http://www.pengeinstitutankenævnet.dk).

Complaints about Sparekassen Vendsyssels compliance with the financial legislation may be submitted to the Danish Financial Supervisory Authority, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Complaints about Sparekassen Vendsyssels processing of personal data may be brought before the Danish Data Protection Agency, [www.datatilsynet.dk](http://www.datatilsynet.dk).

## 22. Payment service provider

Sparekassen Vendsyssel, Vrå afd., Østergade 15, 9760 Vrå has been granted authority as a bank and is subject to the supervision by the Danish Financial Supervisory Authority, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Sparekassen Vendsyssel may be contacted at:

Sparekassen Vendsyssel, Vrå afd., Østergade 15, 9760 Vrå

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

## 23. Governing law and venue

Legal disputes with you will be settled according to Danish law and before a Danish court of law

## 24. Copy of these terms and conditions

You can always obtain a copy of these terms and conditions by contacting Sparekassen Vendsyssel or finding them on Sparekassen Vendsyssels website [www.sparv.dk](http://www.sparv.dk).

## 25. General terms and conditions , etc.

Sparekassen Vendsyssels general terms and conditions apply to payment accounts and payment services.

For payments to and from abroad, "Generelle regler for overførsler til og fra udlandet" are also applicable.

## 26. Amendments to the terms and conditions of payment accounts

These terms and conditions may be amended at 2 months notice if the amendment is to the detriment of you. You will be notified of any amendments either in writing or in electronic form. Other amendments may take place without notice, and Sparekassen Vendsyssel will subsequently inform you to that effect.

An announced amendment of these terms and conditions is considered accepted, unless you, before the commencement date, have notified Sparekassen Vendsyssel that you do not want to be bound by the new rules. In that case, agreements on the use of payment services at the time of commencement of the amended terms and conditions lapse.

## 27. Prices

The general prices / fees can be found in Sparekassen Vendsyssels price list, which can be obtained from Sparekassen Vendsyssel or on Sparekassen Vendsyssels website [www.sparv.dk](http://www.sparv.dk).

## Lov om betalinger §§ 97 - 102

§ 97. Indsigelser mod uautoriserede eller fejlbehæftede betalingstransaktioner skal være udbyderen i hænde snarest muligt efter at betaleren har konstateret en sådan betalingstransaktion og senest 13 måneder efter debiteringen af den pågældende betalingstransaktion. Fristen regnes fra det tidspunkt, hvor udbyderen har meddelt disse oplysninger eller stillet dem til rådighed, hvis ikke de er meddelt på forhånd.

Stk. 2. Indsigelser mod uautoriserede eller fejlbehæftede betalingstransaktioner, der er iværksat via en udbyder af betalingsinitieringstjenester, skal rettes til den kontoførende udbyder i henhold til stk. 1, jf. dog § 99, stk. 2 og 3, og § 104.

§ 98. Hvor en betaler nægter at have autoriseret eller iværksat en betalingstransaktion, har udbyderen af betalingstjenesten bevisbyrden for, at betalingstransaktionen er korrekt registreret og bogført og ikke er ramt af tekniske svigt eller andre fejl jf. dog stk. 3. Ved brug af et betalingsinstrument har udbyderen endvidere bevisbyrden for, at den til betalingsinstrumentet hørende personlige sikkerhedsforanstaltning er blevet anvendt i forbindelse med betalingstransaktionen

Stk. 2. Hvor en betaler nægter at have autoriseret eller iværksat en betalingstransaktion, er registrering af brug af betalingsinstrumentet ikke i sig selv bevis for, at betaleren har godkendt transaktionen, at betaleren har handlet svigagtigt, eller at betaleren har undladt at opfylde sine forpligtelser.

Stk. 3. Hvor en betaler nægter at have autoriseret eller iværksat en betalingstransaktion, der er iværksat via en udbyder af betalingsinitieringstjenester, bærer udbyderen af betalingsinitieringstjenesten bevisbyrden for, at betalingstransaktionen inden for dennes kompetenceområde er korrekt registreret og bogført og ikke er ramt af tekniske svigt eller andre fejl

§ 99. Betalerens udbyder af betalingstjenester hæfter i forhold til betaleren for tab som følge af uautoriserede betalingstransaktioner, jf. § 97, medmindre andet følger af § 100. Ved en uautoriseret transaktion skal betalerens udbyder straks og senest ved afslutningen på den efterfølgende arbejdsdag tilbagebetale betaleren beløbet medmindre betalerens udbyder har rimelige grunde til at have mistanke om svig og underretter Finanstilsynet om disse grunde

Stk. 2. Hvor en uautoriseret betalingstransaktion er iværksat via en udbyder af betalingsinitieringstjenester, skal den kontoførende udbyder tilbagebetale betaleren beløbet straks og senest ved afslutningen på den efterfølgende arbejdsdag jf. stk. 1.

Stk. 3. Er udbyderen af betalingsinitieringstjenester ansvarlig for den uautoriserede betalingstransaktion skal udbyderen af betalingsinitieringstjenesten efter den kontoførende udbyders anmodning straks holde den kontoførende udbyder skadesløs for tab eller betalte beløb som følge af tilbagebetalingen til betaleren jf. § 98, stk. 3.

Stk. 4. Finanstilsynet fastsætter nærmere regler om den tekniske gennemførelse af underretningen, jf. stk. 1, 2. pkt.

§ 100. Betalerens udbyder af betalingstjenester hæfter i forhold til betaleren for tab som følge af andres uberettigede anvendelse af en betalingstjeneste, medmindre andet følger af stk. 2-5. Betaleren hæfter kun efter stk. 3-5, hvis transaktionen er korrekt registreret og bogført, jf. dog stk. 2.

Stk. 2. Betaleren hæfter uden beløbsbegrænsning for tab, der opstår, som følge af at betaleren har handlet svigagtigt eller med forsæt har undladt at opfylde sine forpligtelser efter § 93.

Stk. 3. Medmindre videregående hæftelse følger af stk. 4 og 5, hæfter betaleren med op til 375 kr. for tab som følge af andres uberettigede anvendelse af betalingstjenesten, hvis den til betalingstjenesten hørende personlige sikkerhedsforanstaltning har været anvendt.

Stk. 4. Medmindre videregående hæftelse følger af stk. 5, hæfter betaleren med op til 8.000 kr. for tab som følge af andres uberettigede anvendelse af betalingstjenesten, hvis betalerens udbyder godtgør, at den til betalingstjenesten hørende personlige sikkerhedsforanstaltning har været anvendt, og

1) at betaleren har undladt at underrette betalerens udbyder snarest muligt efter at have fået kendskab til, at det til betalingstjenesten hørende betalingsinstrument er bortkommet eller den personlige sikkerhedsforanstaltning er kommet til den uberettigedes kendskab,

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2) at betaleren med forsæt har overgivet den personlige sikkerhedsforanstaltning til den, der har foretaget den uberettigede anvendelse, uden at forholdet er omfattet af stk. 5, eller

3) at betaleren ved groft uforsvarlig adfærd har muliggjort den uberettigede anvendelse

Stk. 5. Betaleren hæfter uden beløbsbegrænsning for tab, der opstår som følge af andres uberettigede anvendelse af betalingstjenesten, når den til betalingstjenesten hørende personlige sikkerhedsforanstaltning har været anvendt og betalere ns udbyder godtgør, at betaleren med forsæt har oplyst den personlige sikkerhedsforanstaltning til den, der har foretaget den uberettigede anvendelse, og at det er sket under omstændigheder, hvor betaleren indså eller burde have indset, at der var risiko for misbrug.

Stk. 6. Uanset stk. 3-5 hæfter betalere ns udbyder for uberettiget anvendelse, der finder sted,

1) efter at udbyderen har fået underretning om, at det til betalingstjenesten hørende betalingsinstrument er bortkommet, at en uberettiget person har fået kendskab til den personlige sikkerhedsforanstaltning eller at betaleren af andre grunde ønsker betalingsinstrumentet spærret,

2) når det er forårsaget af handlinger, der er foretaget af en udbyders ansatte, agent eller filial eller en enhed, hvortil udbydere ns aktiviteter er outsourcet, eller disses passivitet, eller

3) fordi udbyderen ikke har truffet egnede foranstaltninger, jf. § 94, stk. 1, nr. 2.

Stk. 7. Uanset stk. 3-5 hæfter betalere ns udbyder tillige, hvis udbyderen ikke kræver stærk kundeautentifikation, medmindre betaleren har handlet svigagtigt. Betalingsmodtageren eller dennes udbyder skal godtgøre de tab, der er påført betalere ns udbyder, hvis betalingsmodtageren eller dennes udbyder har undladt at anvende stærk kundeautentifikation 1. og 2. pkt. finder ikke anvendelse på tjenester omfattet af § 1, stk. 5, og § 5, nr. 14-16.

Stk. 8. Uanset stk. 3-5 hæfter betalere ns udbyder tillige, hvis tabet, tyveriet eller den uberettigede tilegnelse af det til betalingstjenesten hørende betalingsinstrument eller den til betalingstjenesten hørende personlige sikkerhedsforanstaltning ikke kunne opdages af betaleren forud for den uberettigede anvendelse.

Stk. 9. Uanset stk. 3-5 hæfter betalere ns udbyder tillige, hvis betalingsmodtageren vidste eller burde vide, at der forelå en uberettiget anvendelse af betalingstjenesten.

Stk. 10. Stk. 1-9 finder tillige anvendelse på elektroniske penge, medmindre det ikke er muligt for betalere ns udsteder af elektroniske penge at spærre betalingskontoen eller betalingsinstrumentet

§ 101. En betaler har fra sin udbyder ret til tilbagebetaling af det fulde beløb for en gennemført betalingstransaktion som er iværksat af eller via betalingsmodtageren, såfremt

1) betaleren ikke har godkendt det præcise beløb for betalingstransaktionen og

2) betalingstransaktionen oversteg det beløb, som betaleren med rimelighed kunne forvente, bl.a. under hensyn til dennes tidligere udgiftsmønster og betingelserne i rammeaftalen

Stk. 2. Ændringer i valutakursen, når denne beregnes på baggrund af en referencekurs, kan ikke påberåbes ved anvendelse af stk. 1, nr. 2.

Stk. 3. Det kan aftales i rammeaftalen mellem betaleren og betalere ns udbyder, at betaleren ikke har ret til tilbagebetaling efter stk. 1, hvis et samtykke til at gennemføre betalingstransaktioner omfattet af stk. 1 er givet direkte til betalere ns udbyder og oplysninger om den fremtidige betalingstransaktion af udbyderen eller betalingsmodtageren blev givet eller stillet til rådighed for betaleren mindst 4 uger inden forfaldsdagen.

Stk. 4. For direkte debiteringer kan det af rammeaftalen mellem betaleren og betalere ns udbyder fremgå at betaleren har ret til tilbagebetaling fra sin udbyder, selv om kravene efter stk. 1 ikke er opfyldt.

Stk. 5. Uanset stk. 1 og 2 har betaleren ret til ubetinget tilbagebetaling ved direkte debiteringer omfattet af artikel 1 i Europa-Parlamentets og Rådets forordning (EU) nr. 260/2012 af 14. marts 2012 om tekniske og forretningsmæssige krav til kreditoverførsler og direkte debiteringer i euro

§ 102. En anmodning om tilbagebetaling, jf. § 101, skal være udbyderen i hænde senest 8 uger efter debiteringen af den pågældende betalingstransaktion.

Stk. 2. Betalere ns udbyder skal senest 10 arbejdsdage efter modtagelse af en anmodning om tilbagebetaling enten tilbagebetale hele transaktionsbeløbet eller begrunde et afslag på tilbagebetaling med oplysning om klagemuligheder

Stk. 3. Uanset stk. 2 kan udbyderen ikke give afslag på tilbagebetaling af direkte debiteringer, jf. § 101, stk. 5.