
Payments and Transfers - Mobilbanken

1. General

These terms and conditions shall apply to your functions relating to payments and transfers in Mobilbanken. The functions will be extended on an ongoing basis.

Rules for Mobilbanken - Payments and Transfers supplement the General Terms and Conditions - Personal Clients and Mobilbanken - Rule for Use.

At any time, you can see the rules in your inbox in the Mobilbanken, at sydbank.dk/omsydbank/betalingslov or by contacting Sydbank requesting a copy.

2. Access to your accounts

In Mobilbanken you have access to your account(s) with Sydbank.

If you are below the age of 18, you can only view and access the accounts that you can operate freely.

Mobilbanken may be subject to limitations in authority. To learn more about limitations in authority, please contact the bank. Limitations in authority will apply to your own accounts as well as accounts that you are authorised to operate.

3. Approval and execution of payments

When entering a payment instruction, it will be stated on the screen which details must be entered for the instruction to be executed correctly, for instance reg. No. (sort code) and account number.

When you use the app, you must after logging on with the six-digit code of your own choice, touch ID or Face ID, depending on the size of the amount, approve transfers and payments to a third party, either by entering the six-digit code of your own choice or by using both the code and MitID.

If you have registered a mobile number with Sydbank, Sydbank may use this in connection with your use of Mobilbanken. In some cases, you must, for instance approve transfers or payments. You will receive an SMS/text, if a transfer or payment cannot be executed.

In Mobilbanken, you can see the mobile number that you have registered with the bank.

You are responsible for updating your mobile number in Mobilbanken if it changes.

Transfers between own accounts do not require any approval.

A payment instruction is deemed to be received, when, after approving it, you see a screen stating that the payment instruction has been registered.

You can find information on the maximum time it takes to execute a payment on sydbank.dk/tidsfrister. On sydbank.dk/tidsfrister, you can also see when to confirm your payments at the latest in order for them to be executed on the same day.

4. Stop payment

You can stop payments as long as the stop function of the individual payment is active.

Revocation is made by activating the stop function in the screen with details of the individual payment. You can also stop recurring payments and payments from Betalingsservice (payment service). The deadlines for revoking various payments and transfers are stated on the page "Tidsfrister" on sydbank.dk/tidsfrister.

You find information on cancellation of payments and payment agreements in Betalingsservice (Payment Service) in "General conditions for Betalingsservice debtors" on www.betalingservice.dk. The rules are also available at sydbank.dk/omsydbank/betalingslov and in your inbox.

5. Funds requirements

Sydbank is not obliged to execute your payments from accounts in which there are insufficient funds to cover the amount. Sydbank may therefore refuse to receive payment orders from you if there are insufficient funds in the account from which the payment is to be executed.

6. Responsibility for personal accounts

The responsibility of unauthorised use of Mobilbanken - Payments and Transfers is governed by the rules in the Danish Act on Payments (Lov om betalinger).

If you are under the age of 18, the responsibility for unauthorised use is also subject to the rules pertaining to the liability of minors to pay damages as stated in the Danish Guardianship Act.

You are liable up to the sum of DKK 375 for losses arising from other people's unauthorised use of your access to the functions of Mobilbanken - Payments and Transfers, where a personalised security feature has been used.

You are liable up to DKK 8,000 for losses arising from other people's unauthorised use of the functions in Mobilbanken - Payments and Transfers, if Sydbank documents that a personalised security feature was applied, and you

- failed to inform Sydbank as soon as possible after having become aware that a personalised security feature had been lost or become known to an unauthorised person, or
- intentionally disclosed the details about a personalised security feature to the person who made the unauthorised use of the function where you did not realise or should have realised that there was a risk of unauthorised use or
- by gross negligence made unauthorised use possible.

You are liable without limit for losses arising from unauthorised use of Mobilbanken - Payments and Transfers, where Sydbank documents that a personalised security feature was used and you intentionally disclosed the details about your personalised security feature to the person who made the unauthorised use of the function where you realised or should have realised that there was a risk of unauthorised use.

You are also liable without limit for losses where you acted fraudulently, intentionally or neglected your obligation to protect your personalised security feature or failed to block the functions in Mobilbanken.

You are not liable for unauthorised use of Mobilbanken - Payments and Transfers that takes place after Sydbank was informed that

- the personalised security feature was lost, or
- an unauthorised person had gained knowledge of your personalised security feature, or
- for other reasons, you wish to have the function or functions in Mobilbanken - Payments and Transfers blocked.

In addition, you will not be liable if the loss, theft or the fraudulent appropriation of the personalised security feature could not be detected by you prior to the unauthorised use.

Sydbank is, according to the Danish Act on Payments (Lov om betalinger), liable for your losses if the payment recipient knew or should have known that Mobilbanken - Payments and Transfers had been subject to unauthorised use.

Sydbank is also, according to the Danish Act on Payments, liable for your losses due to a transaction in connection with which Sydbank does not require strong client authentication unless you acted fraudulently.

You are only responsible for losses arising from the unauthorised use of Mobilbanken - Payments and Transfers by other people where the transaction has been correctly registered and booked with Sydbank.

After you have realised the unauthorised use or an erroneous payment transaction, you must without delay submit your objection against the unauthorised use, your suspicion of this or your objection against the erroneous payment transaction to Sydbank. This shall also apply if the unauthorised use took place in connection with the use of payment initiation services.

13 months after the debiting of the unauthorised or erroneous payment transaction, you can in no circumstances raise an objection.

If your objection pertains to unauthorised use of Mobilbanken, we will normally deposit the amount temporarily into your account. If your objection is not upheld, we will withdraw the amount again. Sydbank may claim interest according to the rate of interest applicable to the account over the period during which the amount was temporarily deposited in your account.

In Sydbank's assessment as to whether you should have been aware of the unauthorised use or the erroneous payment transaction, we may take into account that the bank issues monthly statements of account to

your Inbox, and that you have access to transaction entries in Mobilbanken.

7. Liability in relation to corporate accounts

Sydbank is not liable for losses on corporate accounts caused by unauthorised use of Mobilbanken - Payments and Transfers or erroneous use of the functions in Mobilbanken - Payments and Transfers.

Linking of corporate accounts in Mobilbanken is at your own risk.

Personal accounts used for business purposes are considered corporate accounts and are consequently subject to the section on liability provisions for corporate accounts.

Should Sydbank suffer any losses due to unauthorised use of corporate accounts in Mobilbanken - Payments and Transfers, the account holder will be liable for this.

8. Expiry, termination and cancellation

This agreement shall be in force until terminated by you or by Sydbank.

You can always, without written notice, cancel the functions of Mobilbanken - Payments and Transfers.

Sydbank may, by giving two months' notice, close your access to the functions in Mobilbanken - Payments and Transfers.

In the event you or the principal under a power of attorney are/is administered in bankruptcy, file(s) for debt restructuring or debt rescheduling or initiate(s) some other form of insolvency proceedings, the access to Mobilbanken - Payments and Transfers will immediately be closed, and orders will not be executed.

In the event of your death or the death of the principal under a power of attorney, access to Mobilbanken - Payments and Transfers will immediately be closed, and orders will not be executed.

In addition, Mobilbanken - Payments and Transfers will be closed without delay and orders will not be executed if Sydbank suspects your or another person's unauthorised use of Mobilbanken - Payments and Transfers, or other security threats, or if you default on your commitment or account(s) or part of these with Sydbank.

9. Right of cancellation

You may cancel this Agreement subject to the Danish Consumer Contracts Act within 14 days after the Agreement was signed. You can read about this in Sydbank's "Information on the right of cancellation", which you will receive in your Inbox in Mobilbanken or at sydbank.dk.