

# Terms & Conditions

Safepay is a contract-driven trading solution via account transfers to the escrow account offered in Denmark by Symblepay ApS CVR: 42921575.

Safepay's terms and conditions are structured in such a way that they apply in Denmark. Currently, the service cannot be used in Greenland or the Faroe Islands.

Safepay's services consist of two different services; For the Buyer, a payment initiation service, a money transfer, as well as an escrow account are offered. For the Seller, a money transfer, initiated from the escrow account, is offered by Safepay when the parameters of the agreement are met, and the money can therefore be released.

## Content

Terms & Conditions .....	1
<b>How Safepay works (in general terms)</b> .....	3
<b>Both Seller and Buyer can create a transaction:</b> .....	3
<b>Approval / Rejection of the item:</b> .....	4
<b>Rejection and return of the item to the Seller in deteriorated condition:</b> .....	6
<b>Terms &amp; Conditions</b> .....	7
<b>A. General conditions</b> .....	8
<b>A1. Parties to the Agreement</b> .....	8
<b>A2. What does it take for you to sign up for Safepay?</b> .....	8
<b>A3. Registering as a Safepay user</b> .....	9
<b>A4. Activation code and self-selected code</b> .....	9
<b>A5. Other obligations, etc.</b> .....	10
<b>A6. Cancellation</b> .....	11
<b>A7. Blocking</b> .....	12
<b>A8. Prices</b> .....	14

<b>A9. Changes</b> .....	14
<b>A10. Intellectual property rights and license</b> .....	15
<b>A11. Communication</b> .....	16
<b>A12. Our Abuse and Security Threat Alert</b> .....	16
<b>A13. Partners</b> .....	17
<b>A14. Symblepay's liability</b> .....	17
<b>A15. Disclaimer</b> .....	18
<b>A16. Applicable law and jurisdiction</b> .....	19
<b>A17. Supervision</b> .....	19
<b>A18. Complaints</b> .....	20
<b>A19. New copy of the terms and conditions</b> .....	20
<b>A20. Contact</b> .....	21
<b>B. When you transfer money with Safepay</b> .....	21
<b>B1. Execution of transfers/payments and payouts</b> .....	22
<b>B2. Using Safepay, etc.</b> .....	22
<b>B3. Checking transactions</b> .....	24
<b>B4. Chargeback of payments you have authorized (authorized payments)</b> .....	25
<b>B5. Reversal of payments that you have not authorized (unauthorized payments)</b> .....	25
<b>B6. Your liability in case of misuse of your Safepay user account</b> .....	25

## **How Safepay works (in general terms)**

1. The account transfer is initiated in Safepay by specifying the amount and recipient with the option to also indicate a title, description, and picture of the item.
2. The money is transferred to Safepay's escrow account. This happens immediately when the Buyer has initiated and approved the transfer.
3. The money is now locked in Safepay's escrow account.
4. The item is shipped/delivered by shipping or handed over/picked up physically. The seller can choose to buy shipping directly via the app.
5. Once the item has arrived, the buyer can approve the condition of the item in Safepay's app.
6. After this, the amount is released and transferred to the Seller's account.

## **Both Seller and Buyer can create a transaction:**

Seller:

1. The seller creates a transaction by selecting "sell" at the top of the homescreen in the app and entering the mobile number of the buyer.
2. The buyer receives a request via the app if they are already a Safepay user. If the buyer is not a Safepay user, they will receive an SMS with a link to download the app so that they can register as a user.
3. The buyer can now choose to accept or reject the request.

4. Upon the buyer's acceptance, the trading flow described above is initiated.
5. In the event of a Buyer's rejection, the transaction will be cancelled and closed.

**Buyer:**

1. The buyer creates the transaction by selecting "Buy" at the top of the homescreen in the app and makes a transfer to the escrow account on the agreed transaction amount.
2. The seller then receives a request and can choose to accept or refuse to participate in the transaction.
3. Upon acceptance by the Seller, the above-described trading flow continues.
4. Upon rejection, the amount will be returned to the Buyer's account and the transaction will be cancelled.

**Approval / Rejection of the item:**

When a transaction has been concluded and the item is to be delivered, the shipper can choose to buy shipping directly in the Safepay app, which integrates Track&Trace into the transaction flow in the app. It allows us to secure the deal in the best possible way, as well as allows the Seller and Buyer to better follow their transaction. By using Track&Trace, the Buyer, Seller and Safepay are notified of the entire shipping process, including the time of delivery, which can thereby better secure the transaction.

If the item is to be shipped with freight purchased through the app, the Seller has 6 days to hand in the item to the shipping partner. If the deadline is

exceeded, the transaction is automatically cancelled, and amounts paid are returned to the Buyer minus Safepay's payment fee.

Once the delivery has taken place, the Buyer has 12 hours from the time of delivery to approve or reject the item. If the Buyer remains passive, the item is assumed to be approved after 12 hours, after which the amount is released for payment to the Seller and the transaction is considered to have been completed. It is therefore important that the Buyer checks the item thoroughly within 12 hours after receiving the item and documents any errors and defects that give rise to rejecting the item.

If the Buyer then chooses to reject the goods, the Buyer is obliged to return the goods to the Seller. This can again be done by purchasing shipping with Track&Trace number inside Safepay. The buyer now has 6 days to hand in the item to the shipping partner. If the deadline is exceeded, the condition of the item is automatically changed to accepted. When the item is registered as returned with the Seller, the amount is released to the Buyer. When returning an item, the buyer bears the risk/responsibility for the shipment itself. The money is paid to the Buyer (chargeback) when the item is returned to the Seller.

If the parties to the transaction choose not to buy freight and thereby generate Track&Trace number inside Safepay, the merchant parties must secure the transaction themselves by the Seller requesting the Buyer to accept the item when it has arrived, or where the Buyer accepts receipt on its own initiative upon receipt. This is done in the Safepay app under the menu for "active transactions". Hereafter the Buyer has 12 hours to approve or reject the condition of the item.

In case of agreed physical pick-up/delivery between the merchant parties, the Buyer will be able to mark the item as delivered on site and now has 12 hours to approve or reject the item as described above.

If the Buyer fails to collect the item at the delivery point within the shipping partners set timeframe, then the item will be returned to Seller automatically. Hereafter it will be up to Seller and Buyer collectively to settle potential claims or arrange for reshipping. Safepay can assist in starting up a dialogue between Seller and Buyer but does not assume responsibility for an amicable solution being reached between Seller and Buyer.

**Rejection and return of the item to the Seller in deteriorated condition:**

In the event that the Seller receives the goods back and the Seller assesses the goods to be in a reduced condition than when sent to the Buyer, the Seller cannot prevent the reversal of the transferred amount to the Buyer. If the item is received back in deteriorated condition, it is always recommended that contact Safepay's customer support is contacted. Safepay transactions are covered by insurance, and it may be that the deterioration will be covered. The Seller may also make a legal claim against the Buyer and report the matter to the police if applicable. It is the sole responsibility of Sælger to document that the condition of the returned item has deteriorated.

Symblepay is not a party to such legal disputes between the Seller and the Buyer. However, it will be possible to mark the transaction as a dispute case inside Safepay and to provide a description of the process. In this way, Safepay can see patterns of action among users and in case of repeated cases,

Symblepay can deprive or limit unethical / problematic users their access to use Safepay.

Of course, it is always possible to contact Safepay user support for good advice.

## **Terms & Conditions**

The terms & conditions are divided into the following sections:

- Section A: General Conditions.
- Section B: When you transfer money with Safepay (buyer)

Processing of personal data.

We register and use data about you in order to complete a money transfer, as well as to provide support and advice, and to comply with the legal requirements imposed on us as a financial institution.

You can see more about what we register, how we use personal data and your rights in "Information about Symblepay's processing of personal data", which is located on <https://www.symblepay.io/da/page/privacy-policy>.

When you use our payment service, it requires that you consent to us processing your personal data.

## **A. General conditions**

### **A1. Parties to the Agreement**

When you sign up for Safepay, you enter into an agreement with Symblepay ApS, Bygstubben 3, 2950 Vedbæk. Cvr: 42921572 Our email address is: [info@symblepay.io](mailto:info@symblepay.io).

### **A2. What does it take for you to sign up for Safepay?**

To sign up, you must apply

- A mobile device (e.g. smartphone or tablet). You can see which operating systems can be used on [symblepay.io](https://symblepay.io).
- A Danish mobile number
- A Danish bank account in your name
- An address
- The Danish National BankID (NemID/MitID)

Email address is possible to add in the app under settings.

In addition, you must provide your CPR number when creating a user. Your CPR number can only be associated with one agreement. This means that you can only enter into one Safepay agreement and associate one mobile number with the agreement.

In addition, you will be asked to either use NemID or MitID when transferring money to the security account or be directed directly to your online bank to approve the transfer. You will always be informed when we request that you use NemID/MitID, including the purpose for using NemID/MitID.



You must be at least 16 years old to register.

If you are subject to name and/or address protection you will still be able to create a user with Safepay. However, you will be required to supply a kopi of your passport or drivers license before you can use Safepay's services as Safepay is under the same obligations on customer identifications as your bank.

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

Before you can use Safepay, you must register as a user by following the instructions in the app.

After your registration and registration, you can link up to several bank accounts to your profile, from which you can transfer and receive money, respectively. Kun one account can be the primary account per transaction. That is, the account that is primary when a transaction is created is locked to the transaction and is not changed if you change the primary account along the way.

### **A4. Activation code and self-selected code**

When you register in Safepay, you must verify your mobile number with an activation code sent to you and create a code of your choice. At the same time, we recommend that you do not use a code with the same or consecutive numbers or the same code with which you unlock your mobile device.

Once you have opened the app, you must use NemID/MitID to send money. However, the user experience may vary depending on the individual user's bank and their solution.

If your mobile device supports it, you can subsequently activate your fingerprint or use facial recognition to replace the 6-digit self-selected code. Please note that all fingerprints/facial recognitions associated with your mobile device can be used to log in to Safepay and use the features. You are therefore obliged to ensure that you have only activated your own fingerprints and facial recognition if you want to use this as a replacement for the 6-digit self-selected code. Safepay does not store your fingerprints or facial recognition.

**A5. Other obligations, etc.**

You have a duty to ensure that the information you provide is correct and up to date at all times. This applies, for example, to account and mobile number and email address. Thus, it is your responsibility that the information is correct. You should also be aware of updating your account information if, for example, you change banks.

Your Safepay user account is personal and may only be used by you. Do not disclose your codes to others, write them down, or store them on your mobile device.

Safepay may not be used for illegal activities or illegal purposes. Safepay may not be used for activities and purposes or in ways that Safepay believes are morally or ethically objectionable or may damage our image or brand (Examples: (1) money laundering, (2) terrorist financing, (3) fundraisers, (4)

arms trafficking, (5) drug trafficking, (6) medicines, (7) endangered animals, (8) child pornography, etc.).

If this is not complied with, we will consider it a material breach of the agreement with Safepay. This means that in such a situation we may terminate your agreement with immediate effect. See section A7.1 for more details.

You may not use Safepay in a way that harasses other Safepay users. If we determine that this is happening, we will consider it a material breach of the agreement with Safepay. This means that in such a situation we may terminate your agreement with immediate effect. See more about termination under section A7.

To prevent misuse of Safepay, you must store your mobile device so that others cannot gain unhindered access. If possible, you should lock the device with code or keyboard lock. The code must not be disclosed to others.

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

Note: If you have chosen to use assistants based on speech recognition (e.g. Siri) or usage patterns, this means that information about your use of Safepay, including recipients, amounts and messages, will be sent to the provider of the assistant. It is your own use of the assistant that determines what, if any, is conveyed. Safepay does not send any information.

## **A6. Cancellation**

If you regret the creation of a user by Safepay, you can block your account via our website and subsequently delete our app.

You should be aware that ongoing transactions will continue even if you have blocked your account based on a principle of inaction if your blocking of the account is based on the fact that you no longer wish to use Safepay. Inaction, as described earlier, means that the transaction amount is either refunded to the buyer or paid out to the seller.

Safepay is still obliged to store your data. You can read more in our privacy policy on our website <https://www.symblepay.io/en>.

## **A7. Blocking**

### **A7.1. Symblepay's blocking of Safepay**

Symblepay has the right to block your access to use Safepay without notice for security reasons and/or suspected unauthorized use, including if:

- The account(s) associated with Safepay will be closed or blocked or otherwise become insensitive on the part of the Bank.
- The conditions of Safepay are not complied with, and this entails a risk to safety or to unauthorized use.
- The mobile number associated with Safepay has been misused or is suspected to have been misused.
- Safepay has been misused or is suspected to have been misused.
- You have received money that has not been authorised by the Safepay user from whom the money has been transferred or if we otherwise suspect that unauthorised transfers have been made from your Safepay user account.

In addition, we may block access to Safepay without notice if you are fully or partially subject to sanctions from Danish authorities, the EU or the UN, cf. the

Danish Government. The State Department's overview of sanctions, or similar (e.g. U.S. authorities such as the Office of Foreign Assets Control).

Furthermore, we may block access to Safepay without notice if you do not provide Symblepay with the information that Symblepay is obliged to collect from you under the law, e.g. under the Money Laundering Act or the Tax Control Act.

When we block access to Safepay, we will notify you in advance of the reason and the date and time of the blocking or, if this is not possible, immediately afterwards, unless this would harm security considerations or is otherwise prohibited by applicable law. If it turns out that the ban was not justified and/or not due to circumstances on your side, we will reopen the account and notify you of it. Symblepay is not responsible for lost transactions if access is blocked by one of the above cases, but subsequently turns out to be not justified and / or not due to circumstances on your part.

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

You must contact us as soon as possible to block your Safepay user account if:

- Others have become aware of your Safepay code – or if you suspect it.
- You discover or suspect that your Safepay user account has been misused.

You can block your Safepay user account around the clock via our website [www.symblepay.io](http://www.symblepay.io). If you have any questions or need to block your account, please contact our customer support team between 9 and 17 on weekdays by

calling tel.: (+45) 43 58 58 00. If you have lost your phone outside of phone hours, you can access our website at any time [symblepay.io](https://www.symblepay.io) and block your user account.

## **A8. Prices**

Symblepay does not charge a fee for signing up for or creating a Safepay user account. However, Symblepay charges a fee for the use of Safepay's product in connection with a transaction.

The fees in question are a payment-fee that covers the payment to the escrow account regardless of if a transaction is completed or not and a security fee for the service of securing that neither Buyer nor Seller will be subject to fraud or otherwise suffer a loss.

An overview of applicable security and payment fees can be found at <https://www.symblepay.dk/prisstruktur>.

As a Seller, the fee is deducted from the amount to be paid to you. For the Buyer, the fee is added to the trading amount before the transfer is approved. If a transaction is entered after transfer to the escrow account, the Buyer will only be deducted from the payment fee upon reversal.

## **A9. Changes**

Symblepay may change the conditions, including the fees, with two months' notice. However, we may change the terms without notice if the changes do not put you, as a user of the App, at a disadvantage.

Changes in the terms and conditions and fees may be made to reflect changes in Safepay's functions, products, technology or business model, to accommodate inflation calculated from 1 January 2021 (index 100), to cover external costs associated with the service covered by a fee, changes in taxes and duties, and changes in legislation, regulation or practice.

You will be notified in Safepay if we change the terms. You can read the terms in your app or on [symblepay.io](https://symblepay.io), from where you can also print, download or email them to yourself. Notification of changes will either be done via. E-mail, SMS with Link or as a message using the App.

If you do not wish to be covered by the new terms, you must notify us at the latest before the new terms come into force. If you notice that you do not wish to be covered by the new terms, we consider the agreement on Safepay to have ended from the time the new terms enter into force. If we do not hear from you, we consider it your acceptance of the changes.

## **A10. Intellectual property rights and license**

### **A10.1. Intellectual property rights**

All copyrights, trademarks, logos and other intellectual property rights in and relating to the Safepay products and their features are the property of Symblepay or our licensors. You may not reproduce, copy, display, assign, publish or otherwise use these Intellectual Property Rights or the Safepay Products, except to the extent necessary to use the Safepay Products as

provided for in these Terms. However, you may download and copy information and material on Symblepay's website for your own personal use.

#### **A10.2. License to the Safepay app**

You are granted a non-exclusive and non-transferable license to use the Safepay App as provided in these Terms on any smartphone or tablet (iOS or Android) that you own or control. You may not distribute, rent, lease, lend, sub-license, assign, sell or make available the Safepay App over a network. You may also not attempt to derive the source code, modify or create derivative works of the Safepay App.

#### **A11. Communication**

The agreement is concluded in Danish and our communication takes place in Danish. You will receive all notices under this Agreement in the Safepay App. In certain situations, we will also use the email address you have provided.

#### **A12. Our Abuse and Security Threat Alert**

Unless prohibited by anti-money laundering legislation, we will contact you if we suspect abuse of the agreement or find an actual abuse. We will also contact you if we become aware of any security threats. We will contact you in a secure manner, e.g. by e-mail or telephone. Please note that in these situations, we will not ask you to provide sensitive information such as your self-selected code for the app or an activation code. In some cases, we may also send out information about general security threats through other channels, e.g. via social media.



### **A13. Partners**

In some cases, Symblepay receives commission or other remuneration when we sell a partner's products or when we refer to another company. You can get information about our partners by contacting us or on our website [symblepay.io](https://symblepay.io).

### **A14. Symblepay's liability**

Here you can read more about Symblepay's liability for losses related to the commercial transaction between Sælger and Køber. For Symblepay's liability with regard to payment transactions, please refer to sections B5 and B6.

Symblepay is liable if we, due to maladministration, fulfill agreed obligations late or defectively. Symblepay assumes no liability for losses caused by our partners (e.g. shipping companies) regardless of whether or not these are referred to in the Safepay app.

However, Symblepay is not liable for losses caused by:

- Breakdowns in/lack of access to IT systems or damage to data in these systems attributable to the events listed below, regardless of whether it is Symblepay itself or an external supplier who is responsible for the operation of the systems, failure of Symblepay power supply or telecommunications, legislative intervention or administrative acts, natural disasters, war, rebellion, civil unrest, sabotage, terrorism or vandalism (including computer viruses and hacking).

- Strike, lockout, boycott or blockade, regardless of whether the conflict is directed against or initiated by Symblepay itself or its organization, and regardless of the cause of the conflict. This also applies when the conflict only affects parts of Symblepay.
- Other circumstances that are beyond Symblepay's control.

Symblepay exemption from liability does not apply if:

- Symblepay should have foreseen the fact that caused the loss when the agreement was concluded or should have avoided or overcome the cause of the loss.
- Danish (for Danish created users) mandatory legislation in any case makes Symblepay liable for the fact that is causing the loss.

Symblepay cannot be held responsible for the availability of the service, errors or by reducing and/or failing to perform the service, including viruses, technical errors and/or outages.

#### **A15. Disclaimer**

Symblepay is solely an intermediary that provides a money transfer service and assumes no liability beyond that.

Symblepay is not responsible for any defects in the goods or services that you pay with Safepay. If you have any complaints regarding the goods or services provided, please contact Sælger. Safepay's functions, including the buyer's release of the purchase price after receipt of the purchased product or service, do not affect the parties' ability to assert a claim against the other party pursuant to the general rules of Danish law.

Symblepay assumes no responsibility for the actions of Sælgers or Køber in general.

The user agrees and accepts that Symblepay cannot be held responsible for other users' use or disclosure of information. The planning, execution and responsibility of a transaction depends solely on the users and in no case concerns Symblepay.

Symblepay cannot be held liable for financial loss and consequential damages, including lack of earnings or loss of data and information.

#### **A16. Applicable law and jurisdiction**

The agreement and any dispute arising out of this agreement shall be governed by Danish law and shall be dealt with by the Copenhagen City Court or the defendant's domicile, unless otherwise provided by mandatory consumer law rules in Denmark. This applies without regard to international private law rules that may lead to the application of other law than Danish law.

#### **A17. Supervision**

Symblepay is authorized by and supervised by:

Finanstilsynet, Århusgade 110, 2100 København Ø, Phone 33 55 82 82  
[www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Symblepay's permit is registered with the Danish Financial Supervisory Authority under FT no. 22041.

The Consumer Ombudsman and the Danish Competition and Consumer Authority also supervise compliance with certain legal provisions in accordance with the Danish Payments Act.

### **A18. Complaints**

You can always contact Symblepay during the daytime, between 9 and 17 on weekdays if you disagree with us, on (+45) 43 58 58 00. In this way, we ensure that the disagreement is not based on a misunderstanding.

If you still disagree or are dissatisfied with the result, you can write to Symblepay's complaints officer at the email address [support@symblepay.io](mailto:support@symblepay.io).

The Consumer Ombudsman can be contacted at [forbrugerombudsmanden@forbrugerombudsmanden.dk](mailto:forbrugerombudsmanden@forbrugerombudsmanden.dk) and can be found at Carl Jakobsens Vej 35, 2500 Valby.

The Danish Competition and Consumer Authority can be contacted via [www.kfst.dk](http://www.kfst.dk).

You can also complain to the European Commission's online complaint portal (ODR). This is particularly relevant if you are a consumer living in another EU country. If you contact ODR, you can inform that Symblepay's complaints department can be contacted at [support@symblepay.io](mailto:support@symblepay.io). This ensures that ODR can contact us directly.

### **A19. New copy of the terms and conditions**

You can always find the latest version in your app or on [symblepay.io](https://symblepay.io). You are also welcome to contact Symblepay.

## **A20. Contact**

You can contact Safepay customersupport on weekdays by phone. (+45) 43 58 58 00 or write to us on [support@symblepay.io](mailto:support@symblepay.io). You can see the current opening hours on our website.

## **B. When you transfer money with Safepay**

Safepay can be used to transfer money to an escrow account and from there on to a Sellers bank account in connection with a transaction between private individuals. Safepay can also be used to pay for goods via marketplaces' apps in physical commerce or by distance selling – provided that the item is to be consumed outside the app.

Safepay can only be used for transfers in Danish kroner.

When paying with Safepay, please note the following:

- The name and mobile number (also secret number) you have registered with will be shown to the Safepay user you want to either send the amount to or receive the amount from.
- Safepay registers, among other things, your and the recipient's mobile number, account numbers, amounts, descriptions and pictures used in the transaction as well as the date of transfer.

## **B1. Execution of transfers/payments and payouts**

When using Safepay's app you will have the following payment methods available depending on the amount:

- Account-2-Account
- Mobilepay

The payment methods available depends on the type of transaction and amount.

When you pay with Safepay, an electronic funds transfer takes place from your chosen account to Safepay, provided your bank approves the payment request to Safepay. Your bank transfers, on Safepay's instruction, the money from your account to Safepay's escrow account, from where the amount is transferred to the recipient's bank account. Fees will also be deducted from the amount.

Note. All transfers can only be made with your approval.

You can see the status of the transfer under 'Activities' in Safepay immediately after you have approved the payment in the app.

Safepay will always pay out to the bank account chosen when a transaction agreement is reached. If the payin is done via Dankort or Mobilepay will the users be required to onboard their bank account in case of refund or payout.

If a user has multiple accounts onboarded the primary account can be seen under "Settings" and will be marked in the right side.

## **B2. Using Safepay, etc.**

### **B2.1. Thresholds and maximum consumption**

There is a maximum amount limit per calendar month for your use of Safepay. The amount limits depend on the risk location you are assigned based on your need for use of the app and whether you are a Politically Exposed Person (PEP). The maximum amount limit includes the transaction amounts you send and receive in the current calendar month and covers both completed and ongoing transactions.

### **B2.2. Execution of money transfers with Safepay**

Safepay is not obliged to carry out money transfers if there are legal or contractual obstacles to the implementation. For example, we will reject and report payments if there is suspicion of abuse, fraud, terrorist financing, money laundering or attempted fraud. The same applies if, for example, the recipient has not linked a correct account. As it is your bank that must make the money transfer to Safepay's escrow account, we are also dependent on your bank completing the transfer.

We will notify you in the Safepay app of the rejection/non-execution if it can be provided in accordance with applicable law.

A transfer can be in the following modes:

- Active
- Implemented
- Dismissed
- Canceled

The user stays on the page and awaits the result of the transfer, and if something goes wrong, the user is notified via a Push Notification. These notifications can be deselected by the user.

### **B2.3. Errors and omissions**

Symblepay has no responsibility for any defects in the goods that you pay with Safepay. Remember you have 12 hours after receiving the item to reject the condition of the item. If you have any complaints regarding the delivered goods, please contact the Seller, alternatively you can contact Symblepay customer support by phone. (+45) 43 58 58 00 for advice. See also section A16.

### **B3. Checking transactions**

You are obliged to continuously check your Safepay transactions in the app. Do you discover payments

- that doesn't match your affirmations for each move;
- that you do not believe you have made, or
- if you find that others have wrongfully deposited money into your Safepay user account, you must notify us as soon as possible – however, please note the deadline in clause. B4.3 and section B5.

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

Under 'Activities' in your Safepay user account, you can see information about your money transfers for a period of 5 years. You can also follow your Safepay



transactions on your bank statement – both incoming and outgoing transfers/payments.

#### **B4. Chargeback of payments you have authorized (authorized payments)**

Once you've approved a payment, you can't revoke it.

#### **B5. Reversal of payments that you have not authorized (unauthorized payments)**

If you believe that payments have been made with Safepay that you have not approved, you must contact your bank as soon as possible and no later than 13 months after the payment has been completed.

#### **B6. Your liability in case of misuse of your Safepay user account**

If your Safepay user account has been misused by another person, it is your bank that may cover the loss to you. Safepay is not directly liable to you. You can read more about your bank's liability to you in case of abuse on your bank's website. Below we have summarized the rules that typically apply to your bank's liability, but it will always be the bank's rules that apply.

If your Safepay user account has been misused by another person and a personal security measure has been used, you may cover up to DKK 375 of the total loss.

You must cover losses up to DKK 8,000 in the event that your Safepay user account has been misused by another person and personal security measures have been applied in this connection and

- you have not contacted the bank as soon as possible after becoming aware that your Safepay user account, including your mobile phone/tablet with Safepay installed, has been lost or that someone else has become aware of the personal security measure, or
- you intentionally provided the personal safety measure to the abuser without you realizing or should have realized that there was a risk of abuse; or
- you know grossly reckless behavior has made the abuse possible.
- You are liable for the full loss if the personal security measure has been applied in connection with the abuse under the following conditions:
  - you have provided the personal security measure to the person who has misused your Safepay user account, and
  - You realized or should have realized there was a risk of abuse.

You are also liable for the full loss if you have acted fraudulently or have deliberately failed to fulfill your obligations under the rules, including storing Safepay or the mobile phone / tablet securely, protecting the personal security measure, cf. clause. A4 and A5, or to block Safepay, cf. section A7.2.

You are not responsible for any loss that occurs after the bank has been notified that the bank account you have linked to Safepay must be blocked.

You are also not liable for losses if you have not had the opportunity to block your bank account due to circumstances with the bank.

You will also not be liable if the loss, theft or misappropriation of the personal security solution could not be discovered by you prior to the unauthorized use.

The bank is liable in accordance with the Danish Payments Act for your loss if the payee knew or should have known that there was an unauthorised use of Safepay.

The bank is also liable in accordance with the Danish Payments Act if you suffer a loss as a result of an unauthorised use, where Safepay does not require the use of the personal security measure, unless you have acted fraudulently.

You are only liable for losses resulting from others' unauthorized use of Safepay if the transaction is correctly registered and posted with Safepay.