

Important Information and Special Terms and Conditions Danske Mobile Payment Service

Effective from 24 June 2019

Important information under the Financial Services (Distance Marketing) Regulations 2004

This notice contains extra information about Danske Mobile Payment Service and your right to cancel it. Danske Mobile Payment Service enables you to send and receive payments using your Mobile Phone. This service is made available through Paym which is a lookup service enabling users to direct payments into a payee's account using the payee's mobile phone number as a proxy for the payee's account details. Paym is a registered trade mark, and is used under licence from The Mobile Payments Service Company Limited.

Your right to cancel

You have a right to cancel Danske Mobile Payment Service, without giving a reason for doing so, within 14 days of the day after the day of the conclusion of the contract (which is the date upon which you register for the service). A copy of the terms and conditions is set out below. You should download and save, or print a copy of, the terms and conditions for your records. If you exercise your right to cancel then you will still be liable for any liabilities accrued prior to the date that you cancel.

If you do not exercise your right to cancel you will be bound by the Terms and Conditions.

How to exercise your right to cancel

You can exercise your right to cancel Danske Mobile Payment Service by giving us written notice in any of the following ways.

- Posting it to P.O. Box 2111, Belfast, BT10 9EG or to Danske Bank, Donegall Square West, Belfast, BT1 6JS, or handing it in at any Danske Bank branch in

Northern Ireland.

- By email to homepage_requests@danskebank.co.uk.

You can also exercise your right to cancel Danske Mobile Payment Service by phoning us on 0345 600 2882 or by following the instructions in eBanking or the Danske Mobile Bank app.

Other important information

The laws of the United Kingdom apply to our relationship with you when you register for Danske Mobile Payment Service.

Danske Mobile Payment Service can only be provided via the Danske Mobile Bank app for iOS and Android devices.

Danske Mobile Payment Service is free of charge. Transactions made using Danske Mobile Payment Service are subject to the Bank's fees and service charges as set out in the leaflet 'Fees and service charges explained'.

Other taxes or costs may exist that are not charged by us.

Danske Bank is a trading name of Northern Bank Limited which is registered as a company with the Registrar of Companies in Northern Ireland - registration number is R568. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our reference number with them is 122261. Northern Bank Limited is a member of the Danske Bank Group.

Special Terms and Conditions

For your own benefit and protection, you should read the terms and conditions (together with our data protection privacy notice, '[How we use your personal and business information](#)') carefully before using the Danske Mobile Payment Service.

We recommend that you download and save a copy of these terms and conditions to your mobile device by clicking on the download icon now. A copy of the current terms and conditions is also available at any time on our website.

Special Terms and Conditions - Danske Mobile Payment Service

These Special Terms and Conditions - Danske Mobile Payment Service, are in addition to the General Terms and Conditions - Personal Accounts, the Special Terms and Conditions eBanking and Electronic Signature and to any other Special Terms and Conditions that apply to Your Account or Service. Unless otherwise stated, where these Special Terms and Conditions - Danske Mobile Payment Service are not consistent with any of the other Terms and Conditions then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to the operation of Danske Mobile Payment Service.

Definitions

The Definitions set out in the General Terms and Conditions - Personal Accounts and the Special Terms and Conditions for eBanking apply. In addition the following definitions apply to these Special Terms and Conditions;

"**Activation Code**" means the six-digit activation code sent to You via text message and which is used to complete Your registration for Danske Mobile Payment Service.

“**Card PAN number**” means the 16 digit number which appears on a Card which has been issued to a Cardholder for the Receiving Account. The Bank may select the Card PAN number of any such card.

“**Display Name**” means the name that will be used to identify You for the purpose of Danske Mobile Payment Service and which will be displayed to anyone who is registered for Paym who wishes to make a payment to You using Paym.

“**Paym**” means the look up service provided by Participants which enables You to send sterling payments to another UK Bank account (which is registered for Paym) and receive sterling payments into a specified Account with Us by using a mobile number as a proxy for the sort code and account number of the account being credited.

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“**Mobile Number**” means the mobile telephone number which You register for Danske Mobile Payments Service.

“**Operator**” means the Mobile Payment Service Company Limited, a company incorporated in England with registered number 08653992, with its registered address at 2 Thomas More Square, London, E1W 1YN. “**Participant**” means an organisation which participates in Paym.

“**Receiving Account**” means the sort code and account number for the Account into which You wish to receive money and for which Your Mobile Number is the proxy.

“**Register**” means the process through which You may register to receive and send payments using Danske Mobile Payments Service.

“**System**” means the hardware, firmware, equipment, software and other electronic, computer and telecommunication devices and equipment used in the provision of Paym.

1. Registering for Danske Mobile Payment Service.

1.1 To register for the service You must firstly:

- (i) have registered for and logged on to eBanking, and
- (ii) downloaded the Danske Mobile Bank app from the app stores for iOS and Android only

You can then register for Danske Mobile

Payment Service either via the Danske Mobile Bank app or in eBanking by following the instructions on the registration screen.

1.2 You can only use Your Mobile Number as the proxy for one bank account number. This is the account which will be credited when You are sent a payment using Your Mobile Number. You confirm that You are the owner of the Mobile Number (and the mobile phone) which is registered for Danske Mobile Payment Service.

1.3 The Display Name is pre-populated from the name on your eBanking agreement. This is the name that Paym will provide to someone who wants to send You a payment. If You do not agree that this is the way that Your name should be displayed then You should not proceed but instead contact Your Branch to discuss.

2. Using Danske Mobile Payment Service

When You Register for Danske Mobile Payment Service You agree that;

- (i) Your Mobile Number, Your Display Name, Your sort code and account number and a card PAN number linked to your receiving account will be registered in Paym. You further agree that anyone who is registered for Paym with a Participant can look up Your Display Name by searching for Your Mobile Number on the System. Your sort code and account number or card PAN number will not be available on such a look up but any payment sent using Your Mobile Number will be sent to the sort code and account number that you have registered on the System.
- (ii) the information You provide on registration will be used by Us to validate that You have access to the Mobile Number that You have registered with Danske Mobile Payment Service.
- (iii) You explicitly consent to Our use and

disclosure of the information that You provided to Us when You registered for Danske Mobile Payment Service and when You make a payment using Danske Mobile Payment Service (including the disclosure of the Mobile Number and Display Name in such a way that links such information with You) in the course of using Danske Mobile Payment Service, to the following persons:

- a) the Operator;
- b) any third-party suppliers to the Operator (including the supplier or suppliers of the System or any component of the System);
- c) other Participants;
- d) any employees or contractors of any of the foregoing; and
- e) any other person that uses Paym (including customers of other Participants).

3. Joint Accounts

Provided that We hold an appropriate mandate, each joint account holder can register for Danske Mobile Payment Service using their own Mobile Number. This means that there can be more than one proxy for a joint account.

4. Making a Payment

4.1 You can only make a payment using Danske Mobile Payment Service via the Danske Mobile Bank app. Only sterling payments can be processed and payments can only be made to another UK bank account held with a Participant where the account holder has registered their details with Paym.

4.2 Payments to Danske Bank accounts will be made via Internal transfer. Payments to all other accounts will be sent via Faster Payments Service. Processing times are set out in the Payment Table

<p>4.3 In order for Us to make a payment out of Your Account, You will need to provide Us with Your consent. To do this You will need to:</p> <ul style="list-style-type: none"> (i) Log on to the App by entering Your User ID, passcode or biometrics and a one time password; (ii) Select the 'Pay and Transfer' tile and choose 'Paym'; (iii) Select the Account from which the payment is to be made; (iv) Enter the Mobile Number of the Payee (You can do this by selecting the Payee from Your contact list or keying in the Payee's Mobile Number); (v) Enter the amount of the payment; (Please note that payment limits as set out in Clause 5 will apply) (vi) Enter other information if You wish to send a message to the Payee (this is optional); and (vii) Confirm Your consent by entering your passcode to authorise the payment. <p>We will treat this as a valid and irrevocable authority for Us to debit Your Account and make the payment. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction even if such instruction causes an Account to become overdrawn.</p>	<p>6</p> <p>7</p>	<p>Payment Limits</p> <p>The limit on the payment amount You can send using Danske Mobile Payment Service is set out in the Payment Table. We reserve the right to change this amount at any time where it is reasonable to do so to prevent or reduce fraud or to improve security. When We change the Payment Limit We will notify You in writing by sending a secure mail to Your eBanking and by updating this information on the Payment Table.</p> <p>Security</p> <p>In addition to any other obligations or responsibilities You may have under these Special Terms and Conditions You must take all reasonable steps to maintain the confidentiality of any information shown or stored on Your mobile device in connection with Your use of Danske Mobile Payment Service. You are solely responsible for the safety and security of your mobile device.</p>	<p>9</p> <p>9.1</p> <p>9.2</p> <p>9.3</p> <p>9.4</p>	<p>Suspension and Deactivation of service</p> <p>We may suspend Your use of Danske Mobile Payment Service where We have reasonable grounds for doing so (this includes where We become aware of behaviour that We (acting reasonably) consider may be indicative of fraud in respect of Your registration or Account.</p> <p>Where We have exercised Our rights under Clause 9.1 We will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. We will reinstate Danske Mobile Payment Service as soon as reasonably practicable after the reasons for suspending its use cease to exist.</p> <p>You can deactivate Your registration for Danske Mobile Payment Service via eBanking, the Danske Mobile Bank app or by contacting Us on 0345 600 2882.</p> <p>You must use all reasonable endeavours to deactivate Your registration as soon as practicable when You become aware of any of the following circumstances:</p> <ul style="list-style-type: none"> (i) Your registration has or is likely to have been compromised; or (ii) Your Mobile number has been stolen or lost; or (iii) You no longer have access to the Mobile Number registered for this service.
<p>4.4 We will send You a warning message if You attempt to make a duplicate payment (a second payment of the same amount to the same contact made within 1 hour of the first such payment having been processed). You will be required to confirm that You wish to make the duplicate payment before being able to proceed.</p>	<p>8</p> <p>8.1</p>	<p>Cancellation Rights</p> <p>You can cancel your registration for Danske Mobile Payment Service at any time. Any cancellation of the Danske Mobile Payment Service agreement is without prejudice to liabilities accrued prior to cancellation.</p>	<p>10</p> <p>10.1</p>	<p>Variation of these Terms and Conditions</p> <p>You may be required to agree to changes to these Terms and Conditions to adjust the features and functionality of the Danske Mobile Payments Service or to comply with any legal or regulatory requirements. Changes will normally take effect immediately on your acceptance of the new terms. You may not be able to use the service until You have accepted the new terms.</p>
<p>4.5 If You make a mistake and send a payment to the wrong Payee You must contact us immediately and We will make reasonable efforts to try to get the payment returned.</p>	<p>8.2</p>	<p>You can exercise your right to cancel the Danske Mobile Payment Service agreement by deactivating Your registration for Danske Mobile Payment Service via eBanking, the Danske Mobile Bank app or by contacting Us on 0345 600 2882.</p>	<p>10.2</p>	<p>In respect of any material change to the provision of the Danske Mobile Payment service, We will give You at least 2 months' notice, or if this is not practicable, as</p>
<p>5. Receiving a Payment</p> <p>Payments sent to you via Paym will be credited to</p>				

much notice as reasonable in the circumstances.

10.3 If You do not want to be bound by any changes to these Terms and Conditions, You must not continue to use the service following notification of the changes as otherwise, You will be deemed to have accepted the changes.

11 Termination of service

11.1 We can terminate these Special Terms and Conditions and Your use of Danske Mobile Payment Service by giving You at least two months' notice.

11.2 You may terminate these Special Terms and Conditions at any time by deactivating Your registration for mobile payments via eBanking, the Danske Mobile Bank app, or by contacting Us.

11.3 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Accounts, then Your registration for Danske Mobile Payment Service will be automatically terminated.

11.4 Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.

12 Your Liability

12.1 You are solely responsible for the accuracy of the data given by You when You register for Danske Mobile Payment Service and when You ask Us to process a payment using Danske Mobile Payment Service.

12.2 If You change Your Mobile Number and You wish to continue to use Danske Mobile Payment Service You must deactivate Your old Mobile Number and re-register for Danske Mobile Payment Service using Your new Mobile Number.

12.3 If you wish to change Your Receiving Account within Danske Mobile Payment Service You can do this via eBanking, the Danske Mobile Bank app or by contacting Us in one of the ways set out in Part 1 of the General Terms and Conditions - Personal Accounts under the heading 'How You can contact Us'.

12.4 If Your Mobile Number is lost or stolen or if You suspect that someone else may know Your User ID or passcode You must deactivate Danske Mobile Payment Service as set out in clause 9.3 and contact us as soon as possible.

12.5 Where there has been an unauthorised transaction on Your Account, or where a payment either into or out of Your Account has been carried out incorrectly, please contact Us as soon as possible for details of how to proceed

13 General

Danske Mobile Payment Service is currently provided free of charge by Us. We reserve the right to introduce a charge for Danske Mobile Payment Service in accordance with the General Terms and Conditions - Personal. You should refer to Your Mobile Number service provider for any additional charges that could be made by it.