

# General rules for Overførselsservice

Gældende fra 1. February 2020

## 1. What is Overførselsservice?

Overførselsservice is a product whereby Nets creates a payment file based on transfer data received from the payer. On behalf of the payer, Nets sends the payment file as a payment order in Danish kroner to the payer's bank with a view to completing transfers to the payee.

After receiving the orders, the payer's bank executes the transfers in accordance with the rules applicable to the associated payment account. The payer's bank may collect payment for the service.

NemKonto-based transfers and information sections are available to supplement Overførselsservice, as described in sections 7 and 8.

## 2. Definitions

### 2.1 Normal processing

The processing time is the time that elapses from when Nets has received data to the disposal date.

Normal processing is where Nets has received the transfer data no later than two (2) banking days before the disposal date, before the expiry of the deadline. The deadline is stated in the guidelines.

### 2.2 Banking day

Banking days are all days except Saturdays, Sundays, Danish public holidays, the Friday after Ascension Day, Constitution Day in Denmark (5 June), 24 December and 31 December.

### 2.3 Payer

The payer is the company that wishes to make credit transfers to payees, via Overførselsservice, and which has a mandate with Nets for the use of Overførselsservice and a payment account in Danish kroner at a bank.

### 2.4 Payee

The payee is the account holder who receives credit transfers from the payer.

### 2.5 Payment file

The payment file comprises the data that Nets creates based on the payer's transfer data.

### 2.6 Payment orders

A payment order is an instruction created on the basis of the payment file. Nets sends the payment order on behalf of the payer to the payer's bank with a request to execute a credit transfer.

### 2.7 Credit transfer

A credit transfer is the transfer of an amount in Danish kroner from the payer's payment account to the payee's bank account.

### 2.8 Disposal date

The disposal date is the date on which the amount is available to the payee at the payee's bank. The disposal date must be a banking day.

### 2.9 Fast processing

The processing time is the time that elapses from when Nets has received data for Nets until the disposal date.

Fast processing is where Nets has received the transfer data on the banking days before the disposal date, before the expiry of the deadline. The deadline is stated in the guidelines.

#### **2.10 Information sections**

Information sections are structured data which the payer can send via Nets with credit transfers to payees who use Informationssservice.

#### **2.11 Informationssservice**

Informationssservice denotes a system whereby a payee can receive information sections from Nets in association with credit transfers being processed via Overførselsservice.

#### **2.12 NemKonto**

A NemKonto account is the account with a bank required by all persons and companies in Denmark to enable receipt of payments from the public sector. NemKonto can also be used for payments from private companies that have an agreement on this with the payee.

#### **2.13 NemKonto register**

The NemKonto register is a register of companies and persons in Denmark that contains information regarding their NemKonto accounts.

#### **2.14 Transfer data**

Transfer data is the information that forms the basis of the payment file, and which the payer sends to Nets. A specification of transfer data is provided in the guidelines.

#### **2.15 Bank**

The payer's bank, which approves the use of the associated payment account and executes the credit transfers based on a payment order.

#### **2.16 PBS number**

The number allocated to a company when Nets registers the company in Nets' company register.

#### **2.17 Nets**

Nets Denmark A/S, CVR no. 20 01 61 75, is the company that provides Overførselsservice.

#### **2.18 Guidelines**

Guidelines refers to the version of "Overførselsservice – Guidelines for Payers and Data Suppliers" from time to time in effect.

## **3. Overførselsservice mandate**

### **3.1 Entering into the mandate**

An Overførselsservice mandate is entered into with Nets. It is a prerequisite for entering into the mandate with Nets regulating the use of Overførselsservice that use of the associated payment account is approved by the payer's bank.

## **4. Responsibility of the payer**

### **4.1 Rules and guidelines**

The payer is obliged to comply with the "General Rules for Overførselsservice" as well as the "Guidelines" from time to time in effect. In the event of any discrepancies between the two, these rules take precedence over the guidelines.

### **4.2 Validity of transfer data**

The payer is responsible for ensuring that the transfer data sent to Nets is correct and valid.

### 4.3 Updating the payer's information

The payer is responsible for continually updating all the relevant information that the payer has provided to Nets in connection with entering into the mandate to use Overførselsservice, including names, addresses, e-mail addresses and telephone numbers. Account information is to be updated in accordance with section 3.1.

## 5. Transfer data

### 5.1 Submission of transfer data

Transfer data is sent by the payer and is used to create the payment file.

The payer must enter into a separate data supplier agreement with Nets; cf., however, section 5.2.

### 5.2 Use of external supplier

If the payer does not send the transfer data personally to Nets, but instead uses an independent data supplier, then the payer bears the risk and liability, and is subject to the same rules and legislation that would apply if the payer had sent the transfer data to Nets personally.

The external supplier must enter into a data supplier agreement with Nets.

### 5.3 When transfer data is regarded as received at Nets

Transfer data is regarded as received by Nets when Nets issues a receipt stating that the transmission of data is completed. The transmission receipt does not indicate that Nets has validated the data.

### 5.4 Validation of transfer data

Nets validates transfer data once it has been received. A delivery receipt is issued based on the validation. It specifies whether the transfer data can be processed, or whether they are accompanied by errors.

### 5.5 Processing of transfer data and Nets' use of external suppliers

When operating Overførselsservice, Nets may need to outsource tasks.

When entering into the Overførselsservice mandate with Nets, the payer authorises Nets to outsource the processing of transfer data to external suppliers that operate inside or outside the EU. Nets is responsible for its external suppliers.

## 6. Credit transfers

### 6.1 Payer's consent

When the payer or its external supplier, cf. section 5.2, sends transfer data to Nets, this expresses the payer's consent for Nets to create a payment file that Nets sends to the payer's bank in the form of payment orders.

The payer may withdraw consent by stopping Nets' creation of a payment file, cf. section 6.7.

### 6.2 Credit transfer execution time

Based on payment orders from Nets, the payer's bank debits the amount from the payer's payment account on the banking day before the disposal date stated by the payer on the transfer data submitted. Cf. however section 6.4 on late submission of transfer data.

The payer's bank executes the payment order, cf. section 6.8.

### 6.3 Invalid disposal dates

In certain situations, Nets' system automatically changes the disposal date to a valid disposal date, in cases where the disposal date specified in the transfer data is not a banking day.

The guidelines show how the various invalid disposal dates are handled.

### 6.4 Late submission of transfer data

If the payer sends the transfer data too late in terms of the deadlines that apply to normal and fast processing, the system will automatically change the payment file for the credit transfers in accordance with the following principles:

Transfer data sent too late for normal processing: The system will generate a payment file for the specified disposal date using fast processing. Accordingly, Nets charges a higher price.

Transfer data sent too late for fast processing: The system will generate a payment file for the first possible disposal date.

### **6.5 Credit transfer execution**

Nets' responsibility for execution of credit transfers ceases when the payment order has been correctly submitted to the payer's bank.

### **6.6 Maximum execution time**

The maximum execution time, from debiting the amount to the payer's bank to making the amount available in the payee's bank, is one banking day.

### **6.7 Payer stops the payment file**

The payer may stop the creation of the payment file in respect of transfer data submitted. Different deadlines apply to fast processing and normal processing. Deadlines and procedures for stopping payment files can be found in the guidelines.

### **6.8 The bank's execution of credit transfers**

Credit transfers will be executed in accordance with the rules applicable to the payer's payment account at the bank. Credit transfers may be rejected, for example if there are insufficient funds in the payer's payment account.

### **6.9 Credit transfers cannot be returned**

Credit transfers that have been entered into payees' accounts cannot be returned.

## **7. Additional service: NemKonto-based credit transfers via Overførselsservice**

### **7.1 What are NemKonto-based credit transfers?**

NemKonto-based credit transfers are credit transfers via Overførselsservice in which the payer has not specified the account information for the payee in the transfer data. Instead, the payer indicates an alternative means of identifying the payee, in the form of a CPR no., CVR no., P no., or SE no.

Nets creates a payment file that contains information about the payer's NemKonto, notified to Nets via the NemKonto register on the basis of the method of identifying the payee specified by the payer in the transfer data.

### **7.2 Agreement on NemKonto-based credit transfers via Overførselsservice**

The agreement on NemKonto-based credit transfers via Overførselsservice is an addition to the Overførselsservice mandate. The agreement form is available at [www.nets.eu](http://www.nets.eu).

### **7.3 Special terms and conditions for NemKonto-based credit transfers**

Further to section 4.1, the payer must abide by the procedure described in "Overførselsservice – NemKonto-based payments", available at [www.nets.eu](http://www.nets.eu).

### **7.4 Special deadlines for NemKonto-based credit transfers**

The deadlines for submission of transfer data to NemKonto-based credit transfers are different from those of credit transfers where payers themselves specify the payee's account number. Transfer data for NemKonto-based credit transfers must be submitted earlier. The deadlines are stated in the guidelines.

## **8. Additional service: Information sections via Overførselsservice**

### **8.1 What are information sections via Overførselsservice?**

Information sections via Overførselsservice is an additional service, in which the payer can send structured data via Nets in association with credit transfers to payees who have signed up for Informationsservice, cf. section 2.10.

Nets operates a register of payees who use Informationsservice. This contains information on the types of information they wish to associate with each individual credit transfer. The information is available at [www.nets.eu](http://www.nets.eu).

### **8.2 Information sections via Overførselsservice**

No further agreement is required to use information sections via Overførselsservice. If the payer sends information sections in the transfer data, Nets invoices for this in accordance with the valid price list.

### **8.3 Special rules for information sections via Overførselsservice**

It is the responsibility of the payer to ensure that information sections are structured in accordance with the requirements made by the individual information recipient.

When payers send information sections, the PBS number must be specified that uniquely identifies the information recipient.

Information regarding special requirements, for example for the structure of the identifier for the individual payment, must be obtained from the information recipient in question.

### **8.4 Validation of information sections**

Nets has no liability for the content of information sections it receives from the payer.

Nets validates information sections received in order to ensure that the information recipient is known to Informationsservice. Nets does not undertake any additional validation of the information sections.

### **8.5 Forwarding to payee**

Information sections are forwarded to the payee at the times agreed between the payee and Nets.

## **9. Nets' responsibility**

Nets is liable to pay damages if by reason of errors or negligence Nets performs agreed duties late or defectively.

If there are errors or delays in the delivery of the service, and this is due to Nets, Nets may choose to remedy the error or redeliver, where this is practically possible.

Even in those areas in which stricter liability applies, Nets is not liable for losses due to the following:

- breakdown of, or lack of access to, IT systems or damage to data in these systems due to any of the factors listed below, regardless of whether Nets, the banks or a third-party supplier is responsible for the operation of these systems;
- power failure or a breakdown of telecommunications, legislative or administrative intervention, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking);
- strikes, lockouts, boycotts or picketing, regardless of whether the conflict is directed against, or was started by, the parties themselves or their organisation, and regardless of its cause. This also applies if the conflict affects only part of a party's organisation; or
- other circumstances beyond their control.

Nets' exemption from liability does not apply if:

- if Nets ought to have foreseen the circumstances that have caused the loss when the mandate was entered into, or where they ought to have avoided or overcome the cause of the loss; or
- legislation holds Nets liable for the circumstance that caused the loss.

## 10. Prices and payment

### 10.1 Price list

The prices of Nets' services are shown on the current price list, which can be found at [www.nets.eu](http://www.nets.eu).

### 10.2 Payment

The terms of payment for Nets' services are net cash. To obtain payment, Nets invoices the amount to the payment account associated with Overførselsservice. At the same time, Nets sends a specification of the amount to the payer.

### 10.3 Invoicing

Invoice from Overførselsservice is sent to the company's e-Boks.

If the company does not want to receive the invoice in e-Boks, it can be selected to receive an invoice by OIOUBL/EAN number.

## 11. Termination/cancellation of the mandate

### 11.1 Termination

The mandate between the payer and Nets for the use of Overførselsservice, and any agreements in respect of any additional services, may be terminated by either party by giving two (2) months' written notice.

### 11.2 Withdrawal

Nets may withdraw the mandate for the use of Overførselsservice, and any agreements in respect of additional services, in the following situations:

- The payer is in material breach of the rules, e.g. by repeatedly failing to comply with them.
- The payer's bank notifies Nets that it no longer wishes to make one or more accounts available for the payer's use of Overførselsservice.

Payment orders submitted to the payer's bank prior to withdrawal of the mandate will be executed.

## 12. Changes to the mandate and the general conditions

### 12.1 Notification of changes

Changes to the mandate and appendices, including the present rules, are subject to two (2) months' notice where these changes are to the payer's disadvantage. Other changes may be made without prior notice. The payer will be notified of changes electronically, e.g. by e-mail, e-Boks or by letter.

The payer is obliged to personally inform Nets of any changes to the payer's information. The payer is personally responsible for the non-receipt of notifications of change if the information is not kept up to date, cf. section 4.3.

### 12.2 Approval of changes

The payer is assumed to have approved the notified changes, unless the payer informs Nets that the payer does not wish to be bound by the revised conditions before the changes become effective. In such a case, the mandate is terminated as from the date when the changes take effect.