

Terms and Conditions for the use of Anyday

These Terms and Conditions apply to all Users using Anydays installment service.

1. Definitions

Anyday, we, us, ours	Anyday Finance A/S, CVR-no. 43335154, P.O. Pedersens Vej 2, 8200 Aarhus N
Anyday Agreement	The individual credit sale agreement between the User and Anyday
Credit Line	The amount that is made available according to the Anyday Agreement excluding any additional costs
Contractual Basis	The User's credit application, the Terms and Conditions, the Anyday Agreement, and conditions for automatic card payments
First Installment	The first payment made after a new purchase with the Product as the payment method
Monthly Installment	The part of the Utilized Amount that the User must pay monthly
Online Store	Any of Anyday's partnered online stores that offer payment with the Product
Terms and Conditions	The terms and conditions that are provided in this document
the Amount Due	The total of Monthly Installments and attributed costs, if any
the Product	The installment payment solution provided by Anyday
the Utilized Amount	That part of the Credit Line the User has utilized deducted paid installments and other payments
Total Balance	The sum of the credit sales as well as any additional costs deducted paid installments and other payments
User	The consumer and physical person in this agreement that has entered into an installment agreement with Anyday through the Product

2. Purpose

- 2.1. These Terms and Conditions apply between User and Anyday in regards to credit sale via the Product. The Terms and Conditions in force at any time are available on www.anyday.io.

3. Use of the Product

- 3.1. By choosing the Product as the payment method in the Online Store, the User makes use of the Product for paying the order in question. Anyday pays the purchase price to the Online Store on behalf of the User.
- 3.2. The first time the User uses the Product, the User will be led through a sign-up process. The User must enter their information for the use of credit rating, unique identification and payment. The User shall enter their payment information, that will be kept for the initiation of future payments.
- 3.3. Upon consequential purchases the User verifies their identity, reviews and confirms the purchase. The new payment plan will be visualized at every new purchase.

4. Credit application

- 4.1. The User must be of legal age, possess a valid payment card, Danish social-security number (CPR), and be registered with a Danish address in the Danish national register.

- 4.2. Anyday conducts a credit scoring of the User. Anyday uses third-parties to assist in this process. The User will be asked to provide information about their economy etc. The credit scoring will result in the User being either approved or declined. The result of the credit scoring is solely determined by Anyday.
- 4.3. In relation to a purchase, Anyday may at any time conduct and/or request the User to give information for a new credit scoring. The result hereof cannot affect purchases already made but may preclude or change the User's usage of the Product.
- 4.4. Should the User request the use of the Product for a purchase that surpasses the amount Anyday can offer the User, the User may be offered a credit agreement through a financing partner of Anyday. Under such circumstances, Anyday is solely acting as a credit intermediary and cannot be held accountable for the credit agreement and the following contractual relationship between the User and such financing partner.

5. Contractual relation

- 5.1. Anyday is not responsible for the goods or services that are paid for with the Product. Complaints and inquiries related to the goods or services must be directed to the Online Store.
- 5.2. Should the User fail to pay their Monthly Installment punctually, the User will be precluded from using the Product as payment method for subsequent purchases. The User will be able to use the Product as payment method when the Amount Due has been paid unless the User's account has been assigned for debt collection.
- 5.3. The Credit Line is personal to the User and is not to be used by others.

6. Payment terms

- 6.1. The User pays the Monthly Installment every month.
- 6.2. Anyday will authorize the First Installment on the Users payment card at each purchase. The First Installment will be finally withdrawn upon shipping of the goods from the Online Store, which also will be considered the due date of the First Installment. Following, the Monthly Installment will be paid with the last banking day as due date. If the due date of the First Installment is from the 1st to the 16th of a month, the due dates of the following installments will be the last banking date in that month and the two following months. If the due date of the First Installment is after the 16th of a month, the due date of the following installments will be the last banking date in each of the three following months. The Utilized Amount shall always be paid over three months, apart from the payment of the First Installment. Anyday is entitled to adjust the number of installments for new purchases.
- 6.3. The User accepts that Anyday can perform an automatic withdrawal on the Users payment card, in accordance with the Conditions for automatic card payments.
- 6.4. The User must at any time have a valid and active payment card attached to their account. VISA, MasterCard, and Visa/Dankort are all applicable. Withdrawal of consent for Anyday's accessibility to use the payment card for payments according to the Anyday Agreement, will be considered as a significant violation of the Anyday Agreement in accordance with clause 12.
- 6.5. The User can manually make extra payments to cover the current month's Monthly Installment and the following months' installments and/or to cover any additional costs. Such extra payments are made via the User's account in [My Anyday](#).
- 6.6. Payments will be used for payments in accordance with the Anyday Agreement in this prioritized order:
 - 1. Any late fees or collection fees.

2. Overdue Monthly Installments
3. Monthly Installment for the current month
4. Shortening of duration

7. Late payment

- 7.1. Should Anyday not be able to complete the automatic withdrawal of the Amount Due from the subscribed payment card, for reasons caused by the User, Anyday will be entitled to charge late fees and interests and transfer the claim for collection in accordance with the applicable Danish Interest Act. Anyday will try to contact the User via email and/or phone before a late fee process is initiated.
- 7.2. Should Anyday not be able to complete a payment of the Monthly Installment in the subscribed payment card, for reasons caused by the User, Anyday will be entitled to withdraw the Amount Due via NETS Betalingsservice. Any such payment will be a one-off occurrence and the User must make automatic card payments available immediately hereafter.

8. Flexible payment

- 8.1. If the order amount exceeds the User's available credit (Credit Line deducted the Utilized Amount), the User may pay this excess amount at the same time of the First Installment. The User may also choose to pay a larger First Installment to decrease the Utilized Amount. The following payment plan follows the structure as mentioned in section 6.1.

9. Messages

- 9.1. Messages will be sent to the User via email, text message (SMS), or push-notifications via app.

10. Contact information and payment information

- 10.1. It is the User's responsibility that their contact information including address, email address and phone number is always updated and correct. Additionally, the User must make sure that the information about the User's payment card is always correct and updated, for example upon expiration, change of bank, closed card, loss, or for any other reason. A new payment card will not automatically be subscribed. Changes can be conducted in [My Anyday](#) or by contacting shopper@anyday.io. For safety reasons, payment card information should never be sent via email.

11. Changes

- 11.1. If a change is in favour of the User, Anyday can conduct such a change without notice. Otherwise Anyday can conduct changes with a 30-day notice unless a longer notice is required by law. Anyday can conduct changes in the event of regulatory changes or changes in measures taken by the authorities, to prevent significant changes in the regular interest level or due to product changes. Anyday may conduct changes in the User's Credit Line in case the User demonstrates lack of solvency or willingness to pay (receipt of late fee), suspicious behaviour, or if a new credit evaluation gives cause hereto.
- 11.2. Upon Anyday's notice of new terms the User is entitled to terminate the Anyday Agreement from the date the changes take effect. Such termination will cause the Total Balance to be paid in full on the day the termination takes effect.
- 11.3. Changes will be announced as described in clause 9.

12. Violation and abuse

- 12.1. In case the User violates the Anyday Agreement, Anyday may terminate the Contractual Basis and/or preclude the User from further use of the Product. Termination will result in the Total Balance to immediately fall due for payment.

- 12.2. The following circumstances are considered as violations of the Contractual Basis:
1. The User evades payment or tries to do so;
 2. The User fails to comply with clause 10;
 3. The User has a due payment equivalent to 50 % or more of the Total Balance;
 4. The User has failed to pay one or more Monthly Installments on time and has, as a result hereof, been charged one or more late fees;
 5. The User no longer fulfills Anyday's internal demands for credit scoring or the User does not participate in fulfilling Anyday's obligations according to the anti money laundering regulation;
 6. The User passes away;
 7. The User takes permanent residence outside of Denmark.
- 12.3. Should the User have a suspicion that their account is being abused by others, this must immediately be communicated to shopper@anyday.io. At Anyday's registration of abuse or suspicion hereof the User's account will be shut down and the matter will be reported to the police.

13. Cancellation

- 13.1. Withdrawing the purchase of the good or service where the Product has been used as payment solution must be directed to the Online Store in question and will follow the rules of this Online Store. The relevant amount will be refunded to the User's payment card unless the User has an Amount Due from an earlier purchase. In that case, the amount to be refunded will be refunded to the Total Balance until the Amount Due is 0,00 kr.
- 13.2. The Contractual Basis can be cancelled without reason by notifying Anyday by email, phone, or letter. The User may use the standardized cancellation form appended at the bottom of this clause.

The User must announce the cancellation of the Contractual Basis to Anyday within 14 days after entering into the Anyday Agreement which is considered to be contemporary to the first purchase made with the Product. Should the deadline expire on a public holiday, Saturday, Constitution Day, Christmas Day, or New Year's day, the User may wait until the first-coming weekday.

As soon as possible, and no later than 30 days after the User has announced their cancellation of the Contractual Basis, the User must conduct a payment of the Utilized Amount to Anyday.

Standardized withdrawal-form:

Att: Anyday Finance A/S, P.O. Pedersens Vej 2, 8200 Aarhus N, shopper@anyday.io:

Regarding purchase with Anyday on Online Store: _____, on the _____, order number _____:

I hereby announce that I wish to use my right of cancellation in regards to my agreement of deliverance of these goods/services: _____

Ordered on the _____, received on the: _____

User's Name: _____

User's Address: _____

User's Signature (only if delivered on paper): _____

Date: _____

14. Assignment

- 14.1. Anyday can assign their rights and obligations in the Agreements to a third-party without seeking consent from the User.

15. Processing of personal data

- 15.1. The User's personal data is processed in accordance with Anyday's privacy policy, which is available at: www.anyday.io/gdpr/privacy-policy-shopper.

16. Choice of law and venue

- 16.1. Danish law applies unless mandatory User protective legislation in the User's country of residence demands otherwise.
- 16.2. The relation between the User and Anyday is not covered by a guarantee fund or scheme.

17. Complaint procedure

- 17.1. The User can submit complaints about the Contractual Basis to shopper@anyday.io.
- 17.2. Should an agreement not be reached by addressing the complaint to Anyday, the User may submit complaints to Mæglingsteamet for Forbrugerklager, Nævnenes Hus, Toldboden 2, 8800 Viborg, Denmark. You may submit complaints to Mæglingsteamet for Forbrugerklager via "Klageportalen for Nævnenes Hus" (*the Complaint Portal at the Danish Appeals Boards Authority*) available at: <https://kpo.naevneneshus.dk>. The mediation team will attempt to solve the dispute by mediation, and if that is unsuccessful, you may refer the case to the Danish Consumer Board of Appeal.

The opportunity to complaint is conditioned that you paid between 1.110 kr. and 100.000 kr. for the good or service. The limit may change. You must pay a fee to have the complaint processed.
- 17.3. The User can also choose to submit complaints to the EU's online portal. The complaint can be submitted at: <http://ec.europa.eu/odr>. Upon submitting a complaint Anyday's email address must be indicated as: shopper@anyday.io.
- 17.4. When you use a service with e-mærket, you may have your case processed for free, regardless of the size of the amount. Read more [here](#).

Conditions for automatic card payments

1. Scope

- 1.1. These Conditions for automatic card payments constitute an integral part of the agreement between the User and Anyday.

2. Automatic card payment

- 2.1. The payment card the User has subscribed to their Anyday account is saved and subsequently used by Anyday to conduct automatic card payments.
- 2.2. The First Installment and Monthly Installment are withdrawn from the User's subscribed payment card on the agreed due dates. Should it not be possible to withdraw the Monthly Installment on the agreed due date, Anyday will initiate an automatic card payment on the 1st and 2nd of the following month.

3. Rejection, objection, and withdrawal of consent

- 3.1. Anyday will send an email every month containing information about the current month's payment overview. Should the User wish to reject the payment (for example if the User considers the amount to be incorrect) Anyday should be informed at shopper@anyday.io no later than the day before the agreed due date. Rejection of payment is considered a violation, according to clause 12 of the Terms and Conditions, unless the User has arranged the payment to be made punctually by other means.

3.2. Objections to already completed payments can be directed to shopper@anyday.io. Alternatively, the User may contact their own bank/payment card provider.

3.3. The User has a right to withdraw their consent to Anyday's continued use of the User's payment card for automatic card payment. Withdrawal is made on communication to shopper@anyday.io. Withdrawal of consent is considered a violation, according to clause 12 of the Terms and Conditions, unless the User has arranged the payment to be made punctually by other means.

4. Security

4.1. The User's payment card information is registered and kept safely at a third-party that has been approved by international security standards. Anyday only has access to the first six and the last four digits of the card number, as these are required to identify the card that is subscribed to the User's Anyday account. Anyday keeps the card's expiration date for the purpose of providing support to the User and for informing the User via email before the expiration of the payment card.