

Ungdomskort

Part (E) of the Account agreement:

Terms and conditions for payment cards and other card-based payment instruments (debit) for children and youth

1. A brief description of the service

The services give the accountholder access to bank-issued payment cards and other card-based payment instruments which can be used to pay for goods and services, to withdraw cash, and, if offered by the bank, to deposit cash, and for other uses in accordance with more detailed instructions, with direct debiting, or crediting, of the account to which the payment card is linked.

Payment cards means payment cards and other card-based payment instruments, for example virtual cards and procedures that enable payment card usage through an app on a mobile phone, smart watch or other mobile devices.

Payment cards have different characteristics and uses in accordance with more detailed instructions, cf. Clause 3 *Information about use of the payment card etc.*

Normally the accountholder must confirm the payment with personal security information. In some situations a payment card can be used without personal security information. Personal security information includes for instance a personal code, PIN, fingerprint and face recognition.

For the use of Visa payment cards for online retailing special conditions apply regarding the right to have the charged amount refunded in certain cases if the purchased item is not delivered, is damaged or is not the item the accountholder ordered – see appendix.

The funds on the account must be funds which the person under age has the right to dispose of (his/her available means).

The accountholder must comply with the rules that apply at all times to the use of the payment card.

2. The entry into the agreement and requirement for consent of legal guardian

The agreement applies to use of a payment card for children and young people up to 18 years of age and includes additional terms for children and young people between 13 and 18 years of age. In addition to the terms and conditions of this agreement, Nordea's account agreement must apply, including Nordea's General terms for deposits and payment services. In case of conflicts, these terms of agreement take precedence over the General terms for deposits and payment services.

The written consent of the accountholder's legal guardian is required to enter into an agreement for use of a payment card unless the customer is above 15 years old and the funds are freely disposable. The consent from the legal guardian(s) must also include use of the payment card without personal security information.

By consenting the legal guardian(s) confirm that:

- a. the accountholder is given right of use to funds that are or will be credited to the account for which the payment card is issued,
- b. the accountholder is given the right to use the payment card to purchase goods and services, potentially without personal security information, for instance contactless payment. The consent is given within the withdrawal and debit limits set for the payment card.
- c. the accountholder and the legal guardian(s) have received written information, rules and instructions about use of the payment card, and that this will be reviewed together with the accountholder, cf. Clause 3
- d. the stipulated notification procedures will be complied with in the event of loss of payment card and/or personal security information, and/or mobile device to which the payment card is linked, cf. Clause 7
- e. the parents are aware of their liability for wrongful acts on the part of their children, cf. Clause 15.

A single guardian can, on his or her own, contact the bank to revoke the accountholder's right of use to the account and right to use the payment card.

3. Information about use of the payment card etc.

As regards the information that the accountholder and legal guardian(s) receive, they should note the following in particular:

- a. the payment card's areas of use, including whether the payment card can be used without personal security information and in such case how the payment card can be activated for this
- b. safekeeping of the payment card, personal security information and/or mobile device to which the payment card is linked, as well as advice about codes that should not be chosen
- c. the withdrawal and transaction limits stipulated for the area or areas where the payment card can be used
- d. the procedure for notification of loss of the payment card and/or personal code/personal security information and/or mobile device to which the payment card is linked, and deactivating the payment card in this connection
- e. the accountholder and legal guardian(s)/parents' liability and risk in relation to unauthorised payment transactions

The guardian(s) must go through the contract and the user guidelines received together with the accountholder. In that connection, the guardian(s) must emphasise the importance of not handing the payment card over to unauthorised persons and not disclosing the personal security information to others.

The guardian(s) can, by agreement with the bank, have insight into the account and, if relevant, be sent account information.

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4. Prices and price information

The costs of establishing, holding and using the payment card are stated in Nordea's current price list, on bank statements and/or in another appropriate manner.

When the payment card is used in another currency than the currency denomination of the account, the transaction amount is converted from the local currency into Norwegian kroner (NOK) on the same day as the foreign bank and the accountholder's bank settles the transaction. The day of conversion will depend on how quickly the merchant, or the merchant's bank, sends the transaction for settlement. The conversion will use the market rate for buying/selling currency plus a conversion charge.

5. Issuance of payment card and personal code

Nordea will issue the payment card for use in e.g. payment terminals, ATMs and other payment solutions. The bank may require that the accountholder (legal guardian) activates the payment card when he/she receives it.

The accountholder will be assigned, or be given the option to select, a personal code and/or other personal security information that must not be disclosed to anyone else. The bank must have satisfactory procedures for the issuing/delivery of the payment card and personal code/security information to the accountholder. If the account is cancelled or the agreement terminated or if so required by Nordea on other reasonable grounds, the payment card must be immediately returned, destroyed or deactivated. The payment card will be blocked for further use.

6. The payment card's period of validity. Renewal

The payment card is issued for a specific period. If the payment card has been used during the last 18 months prior to the expiry date, a new payment card will be sent to the accountholder, unless the accountholder has reached the age of 18 years or the agreement has been terminated by the accountholder, (legal guardian(s)) or the bank.

At the age of 13 years the accountholder's payment card will be changed to Ungdomskort (Youth Card) on the conditions that apply to Ungdomskort.

7. Protection of the payment card and personal code/security information. Notification of loss

The payment card is personal and must not be transferred or in any other way entrusted to or used by other people than the person to whom it was issued. The accountholder must ensure that unauthorised parties do not get hold of the payment card and must show normal due care when safekeeping the mobile phone, other digital device or other equipment to which the payment card is linked or if the customer lets other parties use it.

The accountholder must use the payment card in accordance with the terms for its issuance and use. The accountholder must comply with the prevailing rules and instructions regarding the use, safekeeping, protection of personal codes/security information (e.g. BankID), the procedure for notification of loss and misappropriation/unauthorised use etc.

The accountholder must take all reasonable precautions to protect the personal code and/or other personal security information linked to the payment card.

The personal codes/security information must not be revealed or made available to anyone, including the police, Nordea, family members or legal guardians. The code/safety information must not be used under such conditions that others can see it. The personal code/safety information must be memorised. If it is written down, it must be done in such a way that it is impossible for anyone but the accountholder to understand what the note relates to. The note must not be kept together with the payment card or mobile device to which the payment card is linked.

The accountholder/legal guardian must notify the bank or the bank's appointed representative without undue delay on becoming aware of loss, theft or misappropriation of the personal code/security information, payment card or mobile phone, other digital device or other equipment the payment card is linked to, that the personal code and/or other security information has come to the knowledge of unauthorised persons, or of unauthorised use. The accountholder/legal guardian must use the notification procedures provided by Nordea, and otherwise help to ensure that the payment card is blocked as soon as possible.

After such notification Nordea will prevent further use of the payment card. Nordea must confirm to the accountholder/legal guardian that such a notification has been given and the time for such a notification and ensure that the accountholder can document such notification for 18 months after it has been given. Nordea will not claim any compensation for such notification.

The accountholder must without undue delay notify the bank if the payment card or mobile phone, other digital device or other equipment the payment card is linked to is found.

8. Use of the payment card

The account that the payment card is linked to is charged when the payment card is used.

The card may have one or more brand names, e.g. BankAxept, Visa or Mastercard. The brand name is displayed on the card and shows the card scheme the card is based on. If the card supports several schemes and the merchant offers more than one of them, the cardholder is entitled to decide which scheme to use with the merchant.

The accountholder must normally use personal security information. The payment

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card can also be used without personal security information or a signature, for example in connection with contactless payments.

9. Debit limits, etc.

The payment card can be used within the stipulated withdrawal and debit limits. This applies to cash withdrawal limits, maximum amounts per transaction and per defined period. The minor's age, maturity and needs must be taken into consideration when stipulating such withdrawal and transaction limits. The debit limits will depend on the areas of use, the payment card that is used and whether the payment card is used with or without a personal code and/or other personal security information.

Nordea may at two months' prior notice to the accountholder/legal guardian change the areas of use and debit limits. If required for security reasons, and with no prior notice, Nordea may limit the payment card's areas of use, lower the various debit limits and make other changes to the security information, etc. Nordea must immediately notify the accountholder/legal guardian of such changes.

10. Charges to the account

Upon use of the payment card the accountholder's account will normally be charged immediately. Nordea cannot charge the account later than six months after the payment card has been used unless the accountholder agrees. Nordea may, however, collect the transaction amount in accordance with the general rules for collection of money claims.

11. Cancelling payment transactions

Payment has taken place when a payment assignment is approved by the accountholder and accepted by the payment system. The accountholder cannot stop or cancel (revoke) the transaction after this time.

12. User control

The accountholder/legal guardian should keep track of transactions on the account in order to discover any incorrect debits. The accountholder/legal guardian must notify Nordea as soon as possible, and no later than 13 months from the time of debiting, if information from Nordea does not tally with the accountholder's/legal guardian's own records.

13. Available amount

The accountholder is not entitled to debit the account for an amount exceeding the available balance on the account at the time of debiting. Pursuant to Section 1-1 of the Norwegian Act relating to Compensation in Certain Circumstances (Skadeserstatningsloven), if the accountholder intentionally debits more than the available amount, the accountholder is obliged to compensate the bank for its loss, insofar as that is deemed reasonable having regard for the accountholder's age, maturity, conduct, financial position and other circumstances.

14. Liability related to unauthorised use

A payment transaction is deemed authorised only if the payer has consented to the payment transaction in the way it has been agreed between the accountholder and Nordea. This also applies if the consent to the payment transaction has been given via the beneficiary. Nordea is liable for losses arising from an unauthorised payment transaction unless otherwise stated below.

Irrespective of fault, the accountholder is liable for losses up to NOK 200 resulting from unauthorised payment transactions due to use of a lost, stolen or misappropriated payment card. However, the accountholder is not liable for such own risk if the accountholder could not have been expected to discover the loss, theft or misappropriation in advance and has not acted fraudulently. For unauthorised payment transactions due to the accountholder having wilfully neglected one or more of his/her obligations under Clause 7 *Protection of the payment card and personal code/security information*. Notification of loss which the accountholder must have understood could result in an obvious risk of unauthorised use of the payment card, the accountholder is liable for losses up to NOK 1,200.

The accountholder is not liable for losses due to the use of a lost, stolen or misappropriated payment card after the accountholder/guardian has notified Nordea pursuant to Clause *Protection of the payment card and personal code/security information*. Notification of loss, unless the accountholder has acted fraudulently. Nor is the accountholder liable if Nordea has failed to ensure that the accountholder/guardian can give such notification, has not required strong customer authentication when the accountholder has initiated the payment transaction, or if the accountholder could not have been expected to discover the loss, theft or misappropriation in advance.

However, if the accountholder has acted fraudulently, the accountholder is liable for the entire loss.

If the accountholder denies having approved a payment transaction, the use of the payment card should not in itself be regarded as sufficient proof of the accountholder agreeing to the transaction, or of the accountholder having acted fraudulently or intentionally or grossly negligently having failed to meet one or several of his/her obligations under Clause 7 *Protection of the payment card and personal code/security information*. Notification of loss. It is Nordea which must prove that the transaction is authenticated, correctly registered and entered, and that the system is not experiencing technical failure or other errors. If possible,

Nordea must provide documentation to prove that the customer has acted fraudulently, intentionally or grossly negligently.

When assessing whether the accountholder can be held liable pursuant to the above rules and, if relevant, when setting the amount of damages, reasonable account will be taken of the accountholder's age, maturity, conduct, financial position and other circumstances, cf. the principles set out in Section 1-1 of the Norwegian Act relating to Compensation in Certain Circumstances.

The accountholder's liability under this clause can be reduced in accordance with Section 4-31 of the Norwegian Financial Contracts Act.

15. Parents' liability

Pursuant to Section 1-2 subsection 1 of the Norwegian Act relating to Compensation in Certain Circumstances parents are liable for losses caused by children and young people under 18 years of age, provided that they have failed to provide due supervision or otherwise failed to do everything that is reasonable to require under the circumstances to prevent the loss from occurring. Regardless of whether they are at fault, the parents are liable for up to NOK 5,000 per loss event resulting from wrongful acts on the part of the accountholder, cf. the Norwegian Act relating to Compensation in Certain Circumstances, Section 1-2, subsection 2. The liability is limited, however, to an amount corresponding to the transaction limits that apply to the payment card, unless the accountholder has committed or aided or abetted fraud against the bank.

16. Complaints. Refund

If the accountholder denies having authorised the payment transaction, the bank must prove that the transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency.

If the accountholder denies responsibility for a charge in accordance with the liability rules in Clause 14 and has asked Nordea to refund the money without undue delay after the accountholder became aware of the matter, and not later than 13 months after the debit date, Nordea must immediately and no later than the end of the next business day refund the amount and cover any loss of interest from the debit date. The duty to refund the charge does not apply if the accountholder/legal guardian(s) has accepted liability for the charge in writing, or Nordea has reasonable grounds for suspecting fraudulent use and has brought legal action or submitted the case to the Norwegian Financial Services Complaints Board within four weeks from the receipt of the written objection from the accountholder/legal guardian(s). If the case is dismissed by the Complaints Board or a court of law, a new four-week deadline will run from the date on which Nordea became aware of the dismissal of the case.

The duty to return debited amounts does not apply to the accountholder's NOK 200 liability.

Nor does the duty to refund apply to amounts erroneously registered by the merchant which the accountholder ought to have discovered when using the payment card to pay for the goods or services. Such complaints must be made to the seller (merchant). The bank accepts no liability for the quality, nature or delivery of goods or services purchased unless otherwise specified in or pursuant to the law.

If the accountholder/legal guardian(s) suspect that the accountholder has become the victim of a criminal offence in connection with charges to his/her account, Nordea may demand that the accountholder/legal guardian(s) reports the matter to the police.

The accountholder/legal guardian(s) must provide Nordea with a written report on the circumstances associated with any loss situation.

If, when the amount has been refunded, it becomes clear that the accountholder is after all liable for the charge, Nordea may rectify the error by re-debiting the account.

17. The bank's blocking of payment cards for security reasons, etc.

Regardless of whether Nordea has been notified by the accountholder according to Clause 7 *Protection of the payment card and personal code/security information*. Notification of loss, Nordea may block the payment card subject to reasonable grounds, including if the bank believes that the accountholder or an unauthorised third party may misuse the payment card, if security weaknesses are discovered in the payment card or other circumstances relating to the security of the payment card, or if the bank suspects that the service in general can be exposed to unauthorised use, fraud attempts or fraudulent use. Nordea must notify the accountholder/legal guardian(s) of the blocking and the reason for it. Such notification must be given before the payment card is blocked or, if that is not possible, immediately after the card has been blocked. Nordea may refrain from giving such notice if such notification will be detrimental to legitimate security considerations or will be in breach of the law or provisions specified in pursuance of the law. A payment card can also be blocked upon death or bankruptcy of the accountholder or in the case of termination, cancellation or liquidation. See the general terms and conditions of the account agreement.

18. Technical failures, bookkeeping errors, etc.

The bank is liable for losses incurred by the accountholder if the account has been wrongfully debited as a result of technical failure, posting errors or similar circumstances, including any such faults arising at the merchant. Should the accountholder/legal guardian(s) invoke technical failure in the payment system, the

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bank must substantiate that the system functioned as it should during the time in question.
Nordea is not liable if the payment card cannot be used due to a breakdown in the payment system, empty ATMs, etc., unless Nordea has acted negligently. The liability for such negligence, however, is limited to the accountholder's direct loss.

Additional terms for payment cards for children and young people between 13 and 18 years of age.

19. The entry into the agreement and requirement for consent of legal guardian

If the contract requires consent by the legal guardian(s), the guardian(s) confirm that:

The accountholder is given the right to use the payment card to purchase goods and services, including online retail and contactless payment without personal security information. The consent is given within the withdrawal and debit limits set for the payment card.

The accountholder may after the age of 15 use the payment card for online retail, and the legal guardian(s) understand what this means and should note the following in particular:

Online purchases can be paid in advance, and agreements entered into can be regarded as pre-approved by the legal guardian when the payment card is used for online retailing, with the risk this entails.

- i. The extent to which merchants are allowed to reserve an amount on the account in connection with an order for goods and services.
- ii. The seller/beneficiary cannot see that the customer is a minor, and that the consent can be equal to subsequent approval of the purchase agreement (the agreement is validated irrespective of the party being under age)
- iii. Nordea is not liable for losses arising from the use of the payment card for online retailing, including losses the seller/beneficiary may incur if the agreement is disputed based on the customer being under age.

For accountholders below the age of 15 years, a single guardian can, on his or her own, contact Nordea to revoke the accountholder's right of use to the account and right to use the payment card.

20. Use of the payment card for online retailing

When the payment card is used for the purchase of goods and services online, the number printed on the card is used. Normally the accountholder must confirm the payment with personal security information, but in some cases the payment card can be used without personal security information.

21. Updating card information

Nordea will send updated card information to Visa (Mastercard when relevant) in order to be updated with the acquirer and merchants so that regular payments linked to the expired card can be maintained based on the new card information. If the accountholder/legal guardian does not want such an automatic update, the accountholder may contact Nordea.

22. Available amount

Pursuant to Section 1-1 of the Norwegian Act relating to Compensation in Certain Circumstances (Skadeserstatningsloven), if the accountholder debits more than the available amount, either through negligence or with intent, the accountholder is obliged to compensate the bank for its loss, insofar as that is deemed reasonable having regard for the accountholder's age, maturity, conduct, financial position and other circumstances.

23. Liability related to unauthorised use of the payment card

A payment transaction is deemed authorised only if the payer has consented to the payment transaction in the way it has been agreed between the accountholder and Nordea. This also applies if the consent to the payment transaction has been given via the beneficiary. Nordea is liable for losses arising from an unauthorised payment transaction unless otherwise stated below. The accountholder is liable for losses up to NOK 450 resulting from unauthorised payment transactions due to use of a lost, stolen or misappropriated payment card. However, the accountholder is not liable for such own risk if the accountholder could not have been expected to discover the loss, theft or misappropriation in advance and has not acted fraudulently.

The accountholder is liable for a maximum of NOK 12,000 for any loss caused by unauthorised payment transactions if the loss is due to the accountholder's gross negligence in failing to fulfil his/her obligations under Clause 7 *Protection of the payment card and personal code/security information. Notification of loss*. If the loss is due to the accountholder wilfully failing to fulfil his/her obligations under Clause 7 *Protection of the payment card and personal code/security information. Notification of loss* and the accountholder must have understood that it could result in an obvious risk of unauthorised use of the payment card, the accountholder is liable for the full loss. The same applies if the loss is due to fraudulent behaviour on the part of the accountholder.

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24. Complaints. Refund

Nordea's duty to refund does not apply to the accountholder's own risk of NOK 450.

25. Special conditions for online retailing using the Visa part of the payment card

1. Scope

These special conditions apply to the accountholder's use of the Visa part of the payment card for the purchase of goods or services via the internet.

2. The right to have a charged amount refunded in certain cases

If the accountholder has used the Visa part of the payment card for online retailing, the accountholder is entitled to a refund from the bank in the following cases:

- a) If the accountholder has not received the goods ordered, or if the accountholder does not receive the service that was ordered and this is due to the service provider's lack of ability or willingness to deliver. If a delivery date for the goods or services has not been specified, the accountholder must wait 15 calendar days from the transaction date before claiming a refund from the bank.
The accountholder cannot claim a refund from the bank if the goods were not delivered as a result of being withheld by the custom authorities in the accountholder's country.
Furthermore, the accountholder cannot claim a refund from the bank if a service was not provided as a result of the accountholder failing to cancel a hotel or car rental service within the service provider's specified cancellation period.
- b) If the item received is damaged or broken when the accountholder receives it.
The accountholder must wait 15 calendar days from the date the item was returned to the seller before claiming a refund from the bank.
- c) If the item received is not the same as the one the accountholder originally ordered.
The accountholder must wait 15 calendar days from the date the item was returned to the seller before claiming a refund from the bank.
- d) If the seller/service provider fails to refund the accountholder in accordance with the refund declaration provided by the seller/service provider, and which is in line with Visa Europe's regulations (called a Credit Transaction Receipt in Visa Europe's regulations), or if the accountholder returns an item or cancels an item or service in accordance with the terms and conditions stipulated by the seller/service provider for return/cancellation and the seller/service provider does not provide a return declaration as the seller has an obligation to do in accordance with Visa Europe's regulations.
The accountholder must wait 15 calendar days from the date a valid refund declaration was issued, or 15 calendar days from the date the item/service was returned/cancelled, before claiming a refund from the bank.

The accountholder is not entitled to claim a refund from the bank should he/she be dissatisfied with the supplied item or the quality of the service.

3. Attempt to find a solution with the seller, documentation, deadline for complaints, etc.

Prior to claiming a refund from the bank, the accountholder must have tried to solve the situation directly with the seller or service provider.

It is the responsibility of the accountholder to substantiate that the terms and conditions for a refund are present. Before refunding the amount, the bank is entitled to request that the accountholder, to the extent reasonable, presents the documentation deemed necessary to substantiate this.

Claims against the bank must be made without undue delay, and no later than 60 days after the transaction date for the purchase. For refunds claimed pursuant to item 6.a, the 60-day time limit applies from the date the item or service should have been received, or the accountholder became aware that the item or service would not be received, however so that claims must be made within 480 days from the transaction date for the purchase.

Claims made after the 60-day deadline, but within 120 days, may be covered provided that the bank is entitled to have the claim covered in accordance with Visa Europe's regulations. The bank has a duty to assist the accountholder and contribute to claims made during this period also being covered.

4. Limitation of liability

The bank's liability is restricted to the NOK amount deducted from the accountholder's account at the transaction. If the item or service was not received, the bank's liability is furthermore restricted to the non-received part of the order. If a damaged or incorrect item is returned, the bank's liability is furthermore restricted to the unused part of the item.

5. Additional information concerning the use of the Visa part of the payment card in other cases

The accountholder may, through Visa Europe's regulations, be entitled to certain rights relating to the use of the Visa part of their payment card which extend beyond the rights directly stipulated in the agreement between the accountholder and the bank. In the event of an incorrectly charged amount or other irregularities relating to the use of the Visa part of the payment card, the accountholder must raise the issue with the bank immediately, to safeguard their interests in this respect.