

Terms of agreement for digital banking – consumer

Version 1.1

This document has been translated from Norwegian to English. The original Norwegian wording is the governing text for all purposes, hereunder in the case of any discrepancy the Norwegian wording is to apply.

1. A brief description of the service

Digital banking means electronic communication channels that provide banking services, for example online banking, mobile banking, including applications (apps) on digital devices, or telephone banking. A digital device could be a mobile phone, a computer, a tablet, a smart watch or other digital equipment.

The agreement enables the accountholder to use digital banking when entering into agreements with the bank, operate accounts, receive and obtain information about accounts and other services, receive electronic invoices and more. The customer dialogue specifies the available functions in the individual channels and guides the accountholder about the use of the service.

2. Account agreements and charges

The terms of agreement for digital banking apply in addition to the digital banking user guidelines, hereunder the customer dialogue included in the service, and the bank's General terms for deposits and payment services. In the event of conflict, the Terms of agreement for digital banking take precedence over the General terms for deposits and payment services.

The costs of setting up, having and using digital banking services are stated in the bank's current price list, on bank statements, on the bank's website and in digital banking services, when ordered and/or upon request.

The bank must not request fees or other compensation beyond what has been agreed with the accountholder.

3. Security and computer system requirements

The accountholder must use updated software, including operating systems, browsers and other software for safe communication with the bank, as well as antivirus software. Moreover, the accountholder must follow the bank's at any given time prevailing instructions and security advice in the terms of agreement, information provided together with a personal code and/or other security credentials, in digital banking services, on the bank's website and in direct dialogue with the bank.

4. Code and security procedure

When entering into an agreement, the accountholder receives a personal code and/or other security credentials and possibly other equipment for use with supplementary security procedures when using digital banking. The accountholder must use this in accordance with the terms for their issuance and use. The accountholder must take great care to ensure that unauthorised persons cannot access the accountholder's digital banking services.

The accountholder must take all reasonable precautions to protect the personal code and/or other security credentials. The personal codes/security credentials must not be revealed or made available to anyone, including the police, the bank, authorised persons, family members or guardians.

Moreover, the codes/security credentials must not be used under such conditions that others can see them or become familiar with them. The personal code/security credentials must be memorised. If the codes are noted 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 digital devices to which the digital banking services are linked.

The accountholder must without undue delay notify the bank or the entity specified by the bank when becoming aware of loss, theft or misuse or misappropriation of the payment instrument or unauthorised access to accounts or personal code or other personal security credentials. The same applies to the personal code/security credentials or digital devices to which the digital banking services are linked. The accountholder must follow the notification procedures provided by the bank and help to ensure that the security credentials, digital banking services or accounts are deactivated as soon as possible.

Once the notification is received, the bank must immediately prevent any further use of the digital banking services. The bank must confirm to the accountholder that a notification has been provided, including the time it was provided. In addition, the bank must ensure that the accountholder can document such notification for 18 months after it was given. The bank will not claim any compensation for such notification.

The accountholder must immediately notify the bank if the mobile phone, digital device or other equipment used for digital banking is found.

5. Entering into electronic agreements and distribution of electronic information

The accountholder can order banking services and enter into banking services agreements via the digital banking solution. Information about the relevant agreements and how to enter into the agreements is available via the digital banking solution.

The bank will send information about the accountholder's deposits and payment services, for example account transactions and notifications about changes to interest rate levels and costs etc., to the accountholder's digital banking solution.

6. Operation of own accounts

Unless otherwise agreed, the digital banking solution can be used to operate all accounts for which the bank has registered the customer as accountholder. This also applies to accounts opened after this agreement has been entered into.

Accounts operated using digital banking services cannot be debited in excess of the prevailing amount limit. The amount limit is set in the digital banking solution and can be adjusted as instructed by the bank.

The accountholder must not allow anyone else the right or opportunity to operate or gain access to the account or account information using the accountholder's digital banking services.

7. Operation of third party accounts

By agreement with the bank the accountholder can use the digital banking solution to operate a third-party account in the bank. In this case, the third party must authorise the accountholder (authorised person) and enter into an agreement with the bank, allowing their account to be operated in this way.

When the third-party account is operated using the accountholder's digital banking services, the prevailing amount limit established for the authorised person's (accountholder's) digital banking solutions applies, and the authorised person will be able to enter into an AvtaleGiro agreement on behalf of the third party. If the bank offers it, the accountholder can use authorised services to operate the third party's account when this has been arranged for.

8. Authorised services provided by the bank

If the bank offers it, the accountholder, or the authorised person, can via the digital banking solution use payment initiation services and/or account information services (authorised services). On the request of the accountholder, the bank will execute payment initiation services and/or account information services and handle the information necessary to execute the service(s). In this context "the bank" is defined as the bank's role as a provider of authorised services. In this context "account provider" is defined as another bank where the accountholder has a payment account.

In general the accountholder must use the login method and authentication solution that the account provider has supplied to the accountholder. The bank must communicate securely with the account provider and ensure that the personalised security credential of the accountholder is not available to anyone except the issuer of the personalised security credential and the accountholder, within the bank's competence as a legal representative.

Account information services means that the accountholder, via the bank as account information service provider, will have access to information from one or several defined payment accounts in other banks (account providers). The accountholder consents to the bank contacting the account provider on behalf of the accountholder to request necessary information. The bank is not liable for the account information collected from the account provider being correct and up to date. The accountholder can at any time choose to cancel the account information collection and at the same time withdraw the consent to account information collection from another provider.

Payment initiation services means that the accountholder via the bank in its role as payment initiation service provider can initiate payments from the account provider payment account. The bank is deemed to have received a payment initiation when it has received all the information necessary to execute the initiation. Moreover, the general terms under "Receipt of payment instructions" apply to the extent that they are relevant. When the bank has received an order, it will communicate the payment order to the account provider, which will initiate the payment transaction. If the initiation is successful, the accountholder will receive a notification from the bank confirming the correct initiation of the payment at the account provider together with an order reference, the amount of the payment transaction and, when relevant, the amount of any fees.

For payment authorisation services the bank is only responsible to the accountholder for the payment authorisation service, not the execution of the payment transaction.

The account provider will initiate and execute the payment and is responsible for it. Hence the confirmation of the initiation as mentioned above is only a confirmation of successful initiation not of an executed payment.

An accountholder's claim to refund of a payment as a result of an incorrectly executed or unauthorised payment must be directed to the account provider. The account provider must immediately refund the amount of the missing or insufficient payment transaction to the accountholder and, where applicable, restore the debited account to the state it would have been had the payment transaction not taken place. As the payment initiation service provider, the bank must prove that the transaction is authenticated, correctly registered and not affected by technical failure or some other error.

If the accountholder, via the bank, has initiated a payment transaction from a payment account with another account provider, the accountholder cannot cancel the payment order after the transaction consent has been communicated to the bank.

9. Payment execution

The bank is responsible for executing a payment order from the time the electronic dialogue in the digital banking solution has confirmed the receipt of the payment order.

When paying bills/invoices the reference number identifying the bill/invoice for the recipient (KID, invoice number/customer number or similar) should be stated if available. By not stating the KID number the accountholder runs the risk of the payment being rejected.

Subject to reasonable grounds, among other things that the order is not given according to the service guidelines, the bank may reject the payment order. The system customer dialogue will provide the reason for the rejection.

Payment orders to be executed on a specific day, at the end of a certain period or on the day on which the payer has placed funds at the payment service provider's disposal, can be registered by the accountholder in the digital banking solution to be debited on the day specified by the accountholder (agreed debit date). The payment order is deemed to have been received by the bank on the agreed date if this is a business day, and otherwise on the following business day.

If the accountholder does not want the bank to execute a payment order, the accountholder can, up to and including the agreed payment day, cancel the order using digital banking functions or contacting the bank. If an order is cancelled, the bank is not liable to pay any interest on overdue payments, collection fees etc. that the beneficiary claims as a result of the cancellation.

The bank will transfer the amount stated on the payment order to the beneficiary's bank at the latest by the end of the business day after the payment order is considered to be received.

Further details about payment executions, including transfer time and the bank's liability in case of delays and the accountholder's liability in case of erroneous execution of the payment order, can be found in the General terms for deposits and payment services.

10. Electronic invoices

10.1 eFaktura (e-invoice) agreement

The accountholder can enter into an agreement with the bank on receiving e-invoices via the digital banking solution. The e-invoice will then replace the regular paper invoice.

The accountholder accepts the receipt of e-invoices in the digital banking solution. When the e-invoice agreement has been accepted, a unique e-invoice address is assigned to the accountholder. If the bank offers it, the accountholder can choose to use an "alias" instead of the unique e-invoice address. The accountholder can supply the unique e-invoice address (or alias) to invoice issuers providing e-invoices.

In the digital banking solution the accountholder has the right to refuse e-invoices from specified invoice.

If the accountholder has a digital banking agreement or similar access with several Norwegian banks, the e-invoice agreement applies to all banks offering the e-invoice service. The accountholder can, at any time, notify the bank that the accountholder no longer wishes to use the e-invoice service. Such notification will also apply to the digital banking solutions of other banks that the accountholder uses.

If the accountholder has a digital banking agreement with several Norwegian banks, the accountholder can access his or her e-invoices with all the banks offering e-invoice, provided that the accountholder's national identification number is registered with the bank. When the accountholder has paid an e-invoice in one of his or her banks, the information about the paid e-invoice will be available with that bank. If available, the accountholder can also request that e-invoices processed by other banks, and the banks that processed them, be made available. Should the accountholder terminate the digital banking agreement without simultaneously terminating the e-invoice service, e-invoices will still be sent to the accountholder's digital banking solutions in the other banks.

In order to distribute e-invoices to the accountholder's digital banking solutions, the accountholder's name, national identification number, e-invoice address and necessary account information will be stored in a connection registry. The information in the connection registry can be distributed to banks or entities specified by the bank which require the information to be able to distribute e-invoices from the e-invoice issuer to the digital banking solution(s) of the accountholder. The bank of the invoice issuer can also provide the invoice issuer with information about the accountholder's name and necessary contact information. The accountholder's national identification number will only be distributed to invoice issuers with processing purposes in compliance with the Personal Data Act in order to use the national identification number to identify customers in connection with issuing invoices and paying monetary claims. If the accountholder has digital banking services in several banks, the accountholder can choose which bank to contact in case of any alleged errors during the processing of customer details in the connection registry.

The bank is not liable for the contents of the e-invoice and the monetary claim. Nor does the bank have any influence over which person the e-invoice issuer considers to be the addressee of the claim.

10.2 Invoices received in secure digital mailbox provided by third party

The accountholder can transfer specific invoices/payment claims from their secure digital mailbox for presentation and processing as an electronic invoice in the digital banking solution if the accountholder used a secure digital mailbox and has entered into an agreement with the bank concerning this service. The accountholder can do this even if the accountholder does not have e-invoice agreement with the bank.