

### cards

#### Part E (n) of the account agreement:

### Terms and conditions for BankAxept/Visa payment cards and other card-based payment instruments (debit) – consumer

#### 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 cards are linked.

Payment cards means payment cards and other card-based payment instruments, including 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 2 *The entry into the agreement and information* and Clause 6 *Use of the payment card*. 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 and/or Mastercard 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 accountholder must comply with the prevailing rules and instructions from Nordea regarding the use of the payment cards.

#### 2. The entry into the agreement and information

These terms of agreement are supplemented by 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 terms of agreement apply to both the BankAxept and the Visa part of the payment card, unless otherwise explicitly stated.

The accountholder is especially asked to note the following information, rules and instructions:

- a) the areas of use of the payment cards
- b) when the payment cards can be used without the personal code, other personal security information or signature and which claims may be charged to the accountholder's account as a result of such use
- c) how the accountholder is to identify himself/herself when using the payment cards within the various areas of use
- d) safekeeping of the payment card, personal code or other personal security information and/or mobile device to which the payment card is linked, and advice about codes that should not be chosen
- e) the withdrawal and debit limits stipulated for the area(s) of use the payment cards can be used for
- f) the procedure for notification of loss of the payment card, personal code/security information and/or mobile device to which the payment card is linked and deactivating the payment card in this connection
- g) the extent to which merchants are allowed to reserve an amount on the account in connection with an order for goods or services
- h) the accountholder's liability and risk in case of unauthorised payment transactions

#### 3. Prices and price information

The costs of establishing, holding and using the payment cards 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 on the sales note or withdrawal receipt 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 payment transaction for settlement. The conversion will use the market rate for buying/selling currency plus a conversion charge.

#### 4. Issuance of payment card and assignment of personal security information

##### 4.1 Issuance of payment card Personal code

Nordea will issue the payment card for use in e.g. payment terminals, ATMs and other payment solutions. Where required by Nordea, the payment card must be signed or activated by the accountholder upon receipt. The payment card can also be activated when it is used for the first time.

The accountholder will be assigned or given the opportunity to select a personal code and/or other personal security information. The bank must have satisfactory procedures for issuing/delivery of payment cards and PINs/security information to accountholders.

If the account is cancelled or the agreement terminated or if so required by Nordea on other reasonable grounds, the accountholder must immediately return, destroy or deactivate the payment card. The payment card will be blocked for further use.

##### 4.2 Payment cards issued to parties other than the accountholder (e.g. additional cards)

Pursuant to a separate agreement with Nordea, the accountholder may give other parties authorisation to use his/her account by means of payment cards. If the accountholder gives other parties such authorisation, the accountholder is fully liable for the authorised party's charges to the account through the use of the payment card, including overdrafts on the account. The authorised party is also liable for the amounts he/she charges to the account in the same way as the accountholder. When using the payment card, the authorised party will get access to the account information provided by the system.

By accepting these terms of agreement, the authorised party agrees that these terms of agreement also apply to him/her in so far as this is appropriate. The authorised party will be assigned or given the opportunity to select a personal code and/or other personal security information.

If the agreement with the accountholder and/or the authorised party is terminated or if so required by Nordea on other reasonable grounds, the authorised party must immediately return, destroy or deactivate the payment card. If the accountholder revokes the authorisation, she/he must notify Nordea and contribute to returning/destroying the payment card, alternatively contribute to preventing the authorised party's use of the payment card.

##### 4.3 The payment card's period of validity. Renewal

The payment card may be issued for a defined period of validity. If the payment card has been used the last 18 months prior to the expiry date, the payment card will be renewed or the accountholder will receive a new payment card unless the agreement has been terminated by the accountholder or Nordea.

Nordea will send updated card information to Visa 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 does not want such an automatic update, the accountholder may contact Nordea.

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

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

The accountholder must use the payment cards in accordance with the terms for their 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 security information linked to the payment cards. The personal codes/security information must not be revealed or made available to anyone, including the police, Nordea, authorised parties, family members or 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 devices, including mobile phone, digital device or other equipment to which the payment card is linked.

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The accountholder 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 or other digital equipment to which the payment card is linked, or if the personal code and/or other security information has come to the knowledge of unauthorised persons, or of unauthorised use. The accountholder 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 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 Nordea if the payment card or mobile phone or other digital equipment to which the payment card is linked is found.

#### 6. 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.

Normally the accountholder must confirm the payment with personal security information. The payment card can also be used without personal security information or a signature, for example in connection with contactless payments or in some cases online retailing.

The accountholder can give prior approval for multiple future direct debits for a specific merchant. By giving written notice to Nordea, the accountholder can recall such prior approval for amounts not initiated yet.

If required by the system, the accountholder must sign the receipt, a debit note or similar debit authorisation. When a signature is used, the accountholder must present satisfactory ID as required.

With a merchant that is commission agent for Norsk Rikstoto the accountholder can give the merchant permission to access and register the accountholder's name and account number and/or confirm that the stated personal (PIN) code is linked to the payment card used (validation transaction). Nordea will then distribute the information to the merchant. The service is performed when the payment card is used in a payment terminal. The merchant and Norsk Rikstoto must inform the accountholder about the information that is registered and the purpose of such a registration. The accountholder's use of this service is between the accountholder and Norsk Rikstoto.

#### 7. Withdrawal and transaction limits, etc.

The payment cards may be used within the stated withdrawal and transaction limits, for example per transaction, per period and total amount. The payment limits will depend on 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 change the areas of use and debit limits. If required for security reasons, and with no prior notice, Nordea may limit the payment cards' areas of use, lower the various debit limits and make other changes to the security information, etc. Nordea must immediately notify the accountholder of such changes.

#### 8. Charges to the account

Upon use of the payment cards 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.

#### 9. Advance reservation

If the merchant (seller/service provider) requires security for subsequent payment settlement with the accountholder, an amount may be reserved on the accountholder's account. Such advance reservation requires the accountholder's acceptance. This can take place without the accountholder entering a personal code/using the security information or providing a signature. Examples of advance reservations are when fuelling, at an overnight accommodation facility or in connection with the ordering of goods or services online, by mail or telephone or other forms of distance selling. The advance reservation will be lifted when the account is charged for the purchase amount. If the accountholder has not accepted the advance reservation, the accountholder may contact Nordea to have the reservation lifted.

#### 10. Subsequent charges

Nordea may subsequently charge the accountholder's account for certain claims arising in connection with hotel stays, car rentals, etc. if, on ordering a service or entering into an agreement with the merchant, the accountholder has accepted such debiting or has been informed of Nordea's right to charge the account. Such subsequent charges take place on the basis of the agreement regarding hotel stays, car rental, online purchases or similar and take place without the accountholder entering/using a personal code/security information or providing a signature. Merchants in Norway are obliged to notify the accountholder in advance of any subsequent debiting which does not take place in direct connection with the use of the payment card. If the accountholder denies liability for an amount charged to his/her account, the accountholder may submit a claim to have the amount returned in accordance with the rules in Clause 16 *Complaints. Refund* below.

#### 11. Cancellation of payment orders

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) transactions after this time, unless the charge was an advance reservation or subsequent charge so that cancellation can take place according to the designated rules.

#### 12. Receipts and user control

The accountholder should keep the receipt upon use of the payment card to check it against the bank statement in the digital banking services (Netbank etc.) or other information about account transactions. The accountholder must notify Nordea as soon as possible and not later than 13 months after the time of debiting if the information received from Nordea is not in accordance with the accountholder's own records.

#### 13. Overdraft

The accountholder is not entitled to debit the account for an amount exceeding the available balance on the account at the time of debiting. The accountholder must immediately cover any unauthorised overdrafts.

In the case of an unauthorised overdraft, Nordea is entitled to charge the account with overdraft interest and any reminder charges.

Unauthorised overdraft of the account is a breach of agreement which in addition to the liability for damages may cause termination of the agreement and criminal liability.

If the accountholder has received incorrect information about the available amount in the account and in good faith charged the account for larger amounts than what was available, Nordea still cannot demand overdraft interest or other fees from the accountholder until the accountholder has had reasonable time to correct this.

#### 14. Repayment if the exact amount has not been confirmed

The accountholder can claim repayment of the total amount, including interest, of a payment transaction initiated by or via the beneficiary, if the accountholder can prove that:

- the accountholder has not approved the exact amount of the payment transaction, and
- the amount exceeds the limit which the accountholder could reasonably have expected based on his/her spending pattern, the terms of the framework agreement and other circumstances.

This right to repayment does not apply, however, if the accountholder gave his/her consent to the payment transaction directly to Nordea, and the accountholder, if relevant, was notified of the future payment transaction at least four weeks before the due date.

The accountholder must submit a claim for repayment not later than eight weeks after the debit date. No later than ten days after the receipt of the claim for repayment, Nordea must either repay the total amount, including interest, of the payment transaction or reject the claim, stating the reasons for this and informing the accountholder of the opportunity to submit the case to the Norwegian Financial Services Complaints Board ("Finansklagenemnda").

#### 15. 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.

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 *Protection of the*

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*payment card and personal code/security information. Notification of loss.* If the loss is due to the accountholder wilfully failing to fulfil one or more of his/her obligations under *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 the entire loss. The same applies if the loss is due to fraudulent behaviour on the part of the accountholder.

The accountholder is not liable for losses due to the use of a lost, stolen or misappropriated payment card after the accountholder has notified Nordea pursuant to *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 can give such notification, has not required strong customer authentication when the accountholder 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 5 *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.

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

### 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 above 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 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 accountholder's written objection. 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 refund stated in the first paragraph does not apply to the accountholder's own risk of NOK 450, unless the payment card has been used without the personal code or other similar security information.

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). Nordea does not accept liability for the quality, nature or delivery of goods or services bought, unless otherwise stated in or pursuant to legislation or follows from other provisions in this agreement.

If the accountholder suspects that he/she has become the victim of a criminal offence in connection with charges to his/her account, Nordea may demand that the accountholder reports the matter to the police.

The accountholder 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 *Protection of the payment card and personal code/security information. Notification of loss*, Nordea may block the payment card subject to objectively 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 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 Nordea Bank Abp, filial i Norge, Essendrops gate 7, Postboks 1166 Sentrum, 0107 Oslo, 920058817 MVA (Foretaksregisteret) Nordea Bank Abp, Helsingfors, Finland, 2858394-9 (Patent- och registerstyrelsen)

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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.

Nordea is liable for losses incurred by the accountholder if the account has been wrongfully debited as a result of technical failure, bookkeeping errors or similar circumstances, including when such errors occur in the merchant's system. Should the accountholder plead a technical failure in the payment system, Nordea must substantiate that the system was functioning normally during the period in question.

Nordea is not liable if the payment card cannot be used due to a breakdown in the payment system or similar, the ATM or merchant being out of bills, unless Nordea has acted negligently. The liability for such negligence is limited to the accountholder's direct loss.

## Appendix: Special conditions for online retailing using the Visa part of the payment card

### A. 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.

### B. 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.

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#### **C. 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 B. 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.

#### **D. 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 must furthermore be 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.

#### **E. 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.