

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

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

#### **1. A brief description of the service**

The services gives the account holder access to bank-issued 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 instruments are linked.

Card-based payment instruments (hereinafter payment instrument) can for instance mean payment cards, virtual cards and procedures that enables payment card usage through an app on the mobile phone, smart watch or other mobile devices.

Payment instruments 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 instrument*. Normally the account holder must confirm the payment with a personal security device. For some uses a payment instrument can be used without a personal security device. A personal security device includes for instance a personal code, PIN, fingerprint and face recognition.

For the use of the Visa part of payment instruments for online retailing special conditions apply regarding the right to in certain cases have the charged amount refunded if the purchased item is not delivered, is damaged or is not the item the account holder ordered, see attachment.

The account holder must comply with the prevailing rules and instructions from Nordea regarding the use of the payment instruments.

#### **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, the terms of agreement here 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 instrument, unless otherwise explicitly stated.

The account holder is especially asked to note the following information:

- a) the payment instruments' areas of use
- b) when the payment instruments can be used without the personal code, other personal security device or signature and which claims may be charged to the account holder's account as a result of such use
- c) how the account holder is to identify himself/herself when using the payment instruments within the various areas of use
- d) storage of the payment instrument, personal code or other personal security device and/or mobile device to which the payment instrument 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 instruments can be used for
- f) how to report loss of the payment instrument, personal code/security device and/or mobile device to which the payment instrument is linked and deactivate the payment instrument
- 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 account holder's liability and risk in case of unauthorised payment transactions

#### **3. Prices and price information**

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

When the payment instrument 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 account holder'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 is based on the market rate for the purchase/sale of the currency with the addition of a conversion fee.

#### **4. Issuance of payment instruments and assignment of personal security device**

##### **4.1. Issuance of payment instrument.**

###### **Personal code**

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

The account holder will be assigned or given the opportunity to select a personal code and/or another personal security device. Nordea must have satisfactory routines for the dispatch/delivery of the payment instrument and code/security device to the account holder.

If the account is cancelled or the agreement terminated or if so required by Nordea on other reasonable grounds, the account holder must immediately return, shred or deactivate the payment instrument. The payment instrument will be deactivated for further use.

##### **4.2. Payment instruments issued to parties other than the account holder (e.g. additional cards)**

Pursuant to a separate agreement with Nordea, the account holder may give other parties authorisation to use his/her account by means of payment instruments. If the account holder gives other parties such authorisation, the account holder is fully liable for the authorised party's charges to the account

through the use of the payment instrument, 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 account holder. When using the payment instrument, 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 another personal security device.

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

##### **4.3. The payment instrument's period of validity. Renewal**

The payment instrument is issued for a specific period. If the payment instrument has been used the last 18 months prior to the expiry date, the account holder will receive a new card unless the agreement has been terminated by the account holder 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 account holder does not want such an automatic update, the account holder may contact Nordea.

#### **5. Protection of the payment instrument and personal code/security device. Notification of loss**

The payment instruments 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 account holder must ensure that unauthorised parties do not get hold of the payment instruments and must show normal due care when storing the mobile device to which the payment instrument is linked or if the customer lets other parties use it.

The account holder must take all reasonable precautions to protect the personal code and/or other personal security devices linked to the payment instruments. The personal codes/security devices must not be revealed or made available to anyone, including the police or Nordea. The codes/safety devices must not be used under such conditions that others can see it. The personal code/safety device must be memorised. If it is written down, it must be done in such a way that it is impossible for anyone but the account holder to understand what the note relates to. The note must not be kept together with the payment instrument or mobile device to which the payment instrument is linked.

The account holder must notify Nordea or its representative without undue delay if the account holder discovers or suspects that the payment instrument or the mobile device to which the payment instruments are linked have been lost or that the personal codes/security devices have come to the knowledge of an unauthorised third party. The account holder must use the notification procedures provided by Nordea, and otherwise help to ensure that the payment instrument is deactivated as soon as possible.

After such notification Nordea will prevent further use of the payment instrument. Nordea must confirm that such a notification has been given and the time for such a notification and ensure that the account holder can document such notification for 18 months after it has been given. Nordea will not claim any compensation for such notification.

The account holder must immediately notify Nordea if the payment instrument or the mobile device to which the payment instrument is linked, is found.

## **6. Use of the payment instrument**

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

The account holder must normally confirm the payment with a personal security device. The payment instrument can also be used without a personal security device or signature, for example in connection with contactless payments or in some cases online shopping.

The account holder can give prior approval for multiple future payments for a specific merchant. By giving notice to Nordea, the account holder can recall such prior approval for amounts not debited yet.

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

With a merchant that is commission agent for Norsk Rikstoto the account holder can give the merchant permission to access and register the account holder'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 account holder about the information that is registered and the purpose of such a registration. The account holder's use of this service is between the account holder and Norsk Rikstoto.

## **7. Debit limits, etc.**

The payment instruments 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 payment limits will depend on the payment instrument that is used and whether the payment instrument is used with or without a personal code and/or other assigned personal security device.

Nordea may on two months' prior notice change the areas of use and debit limits. If required for security reasons, and irrespective of the above rules, Nordea may limit the payment instruments' areas of use, lower the various debit limits and make other

changes to the security procedures, etc. Nordea must immediately notify the account holder of such changes.

## **8. Charges to the account**

Upon use of the payment instruments the account holder's account will normally be charged immediately. Nordea cannot charge the account later than six months after the payment instrument has been used unless the account holder 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 account holder, an amount may be reserved on the account holder's account. Such advance reservation requires the account holder's acceptance. This can take place without the account holder entering a personal code/using the security device 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 account holder has not accepted the advance reservation, the account holder may contact Nordea to have the reservation lifted.

## **10. Subsequent charges**

Nordea may subsequently charge the account holder'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 account holder 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 account holder entering/using a personal code/security device or providing a signature. Merchants in Norway are obliged to notify the account holder in advance of any subsequent debiting which does not take place in direct connection with the use of the payment instrument. If the account holder denies liability for

an amount charged to his/her account, the account holder may submit a claim to have the amount returned in accordance with the rules in Clause 16 *Complaints. Refund* below.

## **11. Cancelling payment transactions**

Payment has taken place when a payment transaction (payment assignment) is approved by the account holder and accepted by the payment system. The account holder cannot stop or cancel 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 account holder should keep the receipt upon use of the payment instrument to check it against the bank statement in the digital banking solution or other information about account transactions. The account holder 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 account holder's own records.

## **13. Overdraft**

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

In the case of an unauthorised overdraft, the bank 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 account holder 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 from the account holder until the account holder has had reasonable time to correct this.

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

*The account holder can claim repayment of the total amount of a payment transaction initiated by or via the beneficiary, if the account holder can prove that:*

- a) *the account holder has not authorised the exact amount of the payment transaction, and*
- b) *the amount exceeds the limit which the account holder could reasonably have expected based on his/her utilisation pattern, the terms of the framework agreement and other circumstances.*

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

*The account holder must submit a claim for repayment not later than eight weeks after the debit date. Not later than ten days after the receipt of the claim for repayment, Nordea must either repay the total amount of the payment transaction or reject the claim, stating the reasons for this and informing the account holder of the opportunity to take the case to the Norwegian Financial Services Complaints Board ("Finansklagenemnda").*

#### **15. Liability related to unauthorised use**

Nordea is liable for unauthorised withdrawals or other charges (payment transactions) unless otherwise stated below. The payment transaction is deemed unauthorised if the account holder has not confirmed the transaction, either before or after its execution.

The account holder is liable for losses relating to any unauthorised payment transactions up to a maximum of NOK 1,200 resulting from the use of a lost or stolen payment instrument if the personal code or other similar security device has been used. The same applies to payment transactions that are due to the misappropriation and use of the payment

instrument if the account holder has failed to protect the personal security device.

The account holder is liable for a maximum of NOK 12,000 for any loss caused by unauthorised payment transactions if the loss is due to the account holder's gross negligence in failing to fulfil his/her obligations under Clause 5 *Protection of the payment instrument and personal code/security device. Notification of loss*. If the loss is due to the account holder wilfully failing to fulfil his/her obligations under Clause 5 *Protection of the payment instrument and personal code/security device. Notification of loss*, the account holder shall bear the entire loss. The same applies if the loss is due to fraudulent behaviour on the part of the account holder.

The account holder is not liable for losses due to the use of a lost, stolen or misappropriated payment instrument after the account holder has notified Nordea pursuant to Clause 5 *Protection of the payment instrument and personal code/security device. Notification of loss*, unless the account holder has acted fraudulently. The account holder is not liable if Nordea has failed to ensure that the account holder can give such notification, see section 34, second subsection, second sentence of the Norwegian Financial Contracts Act ("Finansavtaleloven").

If the account holder denies having authorised a payment transaction, the use of the payment instrument should not in itself be regarded as sufficient proof of the account holder agreeing to the transaction, or for the account holder to have 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 instrument and personal code/security device.. Notification of loss*. It is Nordea that must prove that the transaction is authenticated, correctly registered and entered, and that the system is not experiencing technical failure or other errors.

The account holder's liability according to this clause may be reduced pursuant to section 36 of the Norwegian Financial Contracts Act if the payment

system does not meet responsible standards and the unauthorised use is connected to this.

## **16. Complaints. Refunds**

If the account holder 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 account holder became or ought to have become aware of the matter, and not later than 13 months after the debit date, Nordea must refund the amount and cover any loss of interest from the debit date. The duty to refund the charge does not apply if the account holder has accepted liability for the charge in writing, or Nordea has, within four weeks after having received written objection from the account holder, brought legal action or brought the case to *the Norwegian Financial Services Complaints Board* within four weeks from the receipt of the account holder's written objection. Should the matter be dismissed by the Board or a court, a new time limit of four weeks applies from the date when Nordea became aware of the dismissal.

The duty to refund stated in the first sentence does not apply to the account holder's own risk of NOK 1,200, unless the payment instrument has been used without the personal code or other similar security device.

Nor does the duty to refund apply to amounts erroneously registered by the merchant which the account holder ought to have discovered when using the payment instrument to pay for the goods or services. Such complaints must be addressed to the 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 account holder 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 account holder reports the matter to the police.

The account holder must provide Nordea with a written report on the circumstances associated with any loss situation.

## **17. Nordea's right to deactivate the payment instrument for security reasons, etc.**

Regardless of whether Nordea has been notified by the account holder according to Clause 5 *Protection of the payment instrument and personal code/security device. Notification of loss*, Nordea may deactivate the payment instrument for security reasons or on suspicion of unauthorised or fraudulent use. Nordea must notify the account holder of the deactivation and the reason for it. Such notice must be given before the payment instrument is deactivated, or if not possible, immediately after the instrument has been deactivated. 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.

## **18. Technical failures, bookkeeping errors, etc.**

Nordea is liable for losses incurred by the account holder 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 account holder 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 instrument 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 account holder'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 account holder'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 account holder has used the Visa part of the payment card for online retailing, the account holder is entitled to a refund from the bank in the following cases:

a) If the account holder has not received the goods ordered, or if the account holder 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 service has not been specified, the account holder must wait 15 calendar days from the transaction date before claiming a refund from the bank.

The account holder 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 account holder's country.

Furthermore, the account holder cannot claim a refund from the bank if a service was not provided as a result of the account holder 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 account holder receives it.

The account holder 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 account holder originally ordered.

The account holder 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 account holder 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 account holder 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 account holder 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 account holder 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.

## **C. Attempt to find a solution with the seller, documentation, deadline for complaints, etc.**

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

It is the responsibility of the account holder to substantiate that the terms and conditions for a refund are present. Before refunding the amount, the bank is entitled to request that the account holder, 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 shall apply from the date the item or service should

have been received, or the account holder 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 account holder 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 account holder's account at the transaction.

If the item or service was not received, the bank's liability shall 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 account holder 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 account holder 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 account holder must raise the issue with the bank immediately, to safeguard their interests in this respect.