

**Bedriftskort med Visa (Company card with Visa)  
original**

**Company information** (Please use block letters)

Name of company:

Company's address:

Telephone:

Postal code/place:

Company's organisation no.:

**Personal information:**

National ID-number (11 digits):

First name:

Family name:

Address:

Postal code/place:

The undersigned has read and hereby accepts the terms and conditions for cards and accounts in force at any given time

Place, date

Card holder's name

\*The card holder must be authorised to operate the account.

**Company's signature\***

I/we confirm that the above personal information is correct and that I/we are liable for the card holder's use of the card.

Place, date

Company stamp and signature

\* must be signed by a person who can commit the company. This could be a person signing for the company or a person who must be regarded as having authorisation

**To be completed by the bank**

Approved date:

Remarks:

Signature checked against the register of signatures/proof of identity. Signature and AC-number of customer adviser.

It is confirmed that the card has been ordered (the form should be sent to Skanning)

680krt

#### 1. Brief description of the card service

The payment card is a bank-issued payment instrument (cash withdrawal and debit card) that charges the account to which the payment card is linked. The payment card can be used to pay for goods and services in payment terminals, to withdraw cash from the banks' cash machines (ATMs) and for other uses as described in further detail.

As agreed with the bank, the account holder will authorise certain persons (for example employees) to operate the account by means of the payment card.

#### 2. Entry into of agreement for payment card

The agreement is entered into between the bank and the account holder. The account holder authorises the card holder to operate the account by means of the payment card. Cards may be issued to several card holders under this agreement.

When the card holder has signed these terms and conditions, they also apply to the card holder, to the extent they are relevant. Before a payment card is issued to the card holder, the card holder must state his/her full name, address, Norwegian national ID number or D-number and prove his/her identity and confirm the correctness of the information. If he/she neither has a Norwegian national ID number nor a D-number, he/she must state his/her date of birth, place of birth, citizenship and gender. In such case, the bank can order a D-number for the person concerned. Such verification of identity and confirmation of correct information must take place by the card holder or his/her representative meeting in person in the bank unless the card holder concerned has already met in person in the bank to identify himself/herself in connection with his/her existing customer relationship/account(s) in the bank. The verification of identity takes place as laid down in the Norwegian Money Laundering Act.

Information about the use of the card and about changes to the agreement will be given to the account holder who must inform the card holder. Messages from the bank to the account holder will be considered delivered when sent to Nordea's digital mailbox available at [Nordea.no/dokumenter](mailto:Nordea.no/dokumenter) or as ordinary mail to the account holder's most recently recorded address.

#### 3. Terms and conditions and information

In addition to the terms and conditions of this agreement, the bank's General Terms for Deposits and Payment Services shall apply. In the event of conflict, the terms and conditions for payment cards shall take precedence over the General Terms for Deposits and Payment Services.

As regards the information which the account holder receives, the account holder and card holder should specifically note the following:

- a) the payment card's areas of use
- b) in which situations the payment card or the payment card number can be used without a personal code (PIN) or 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 must prove his/her identity when the payment card is used within its different areas of use
- d) safekeeping of the payment card, PIN or other personal security device and advice about which codes should not be chosen
- e) the withdrawal and transaction limits stipulated for the payment card's area or areas of use
- f) the procedure for notification of loss of payment card and/or PIN/security device and blocking of the payment card in such case
- g) to which extent merchants are entitled to reserve amounts on the account in connection with the ordering of goods and services
- h) the account holder's liability and risk in relation to payment transactions.

#### 4. Prices and price information

The costs of establishing, holding and using the payment card are shown in the bank's current price list, account information and/or in another appropriate manner.

When the payment card is used for payments in other currencies than the currency of the account, the transaction amount on the sales receipt or withdrawal receipt is converted to Norwegian kroner on the same day that the amount is settled between the foreign bank and the

account holder's bank. The day of conversion will depend on how quickly the merchant, or the merchant's bank, sends the card transaction for settlement. The conversion will use the market rate for buying/selling currency plus a conversion charge.

#### 5. Issuing of the payment card and personal identity number (PIN)

The bank will prepare the payment card for use in payment terminals, ATMs and other card systems within the specified areas of use. The card will be sent to the card holder or to the address stated in the agreement. The bank may require that the card holder signs the card when he/she receives it.

The card holder will be assigned a PIN or other personal security device. The bank shall have satisfactory procedures for the issuing/handling over of payment card and PIN/security devices to account holders.

When the agreement with the account holder and/or card holder is terminated, or the bank on other reasonable grounds so demands, the account holder/card holder must immediately return or destroy the card. If the account holder revokes the card holder's right of use, the account holder must notify the bank and make sure that the card is returned/destroyed or in other ways make sure that the card holder is unable to use the card.

#### 6. The card's validity period. Renewal

The payment card is issued for a defined period of validity. A new card will be sent to the card holder before the expiry date, unless the contract has been terminated by the account holder or the bank.

#### 7. Protection of the card and PIN. Notification in the event of loss

The card is personal, and must not be transferred or otherwise handed over to or used by people other than the person to whom it was issued. The card holder must ensure that the card does not fall into the hands of unauthorised persons.

The card holder must take all reasonable precautions to protect his/her PIN or other personal security device linked to the payment card when he/she has received it. The PIN/security device must not be disclosed to anyone, not even to the police or the bank. Moreover, the PIN/security device must not be used under circumstances where it can be seen or memorised by others. The PIN must be memorised. If the code must be written down, this must be done in such a way that it is impossible for anyone but the card holder to understand what the numbers relate to. Such notes must not be kept in the proximity of the card.

The account holder or card holder must notify the bank or the bank's appointed representative without undue delay if the account holder/card holder suspects or becomes aware of loss, theft or unlawful acquisition of the payment card, that the PIN/security device has come to the knowledge of unauthorised persons, or of unauthorised use. The account holder/card holder must make use of Nordea's available means of notification, and otherwise contribute to blocking the payment card as soon as possible.

Once such notification has been given, the bank will prevent use of the payment card. The bank must confirm to the card holder and/or account holder that such notification has been given and the time of such notification, and ensure that the account holder can document that he/she has given such notification for a period of 18 months after notification is received. The bank will not claim any compensation for such notification.

The account holder/card holder must inform the bank immediately if the payment card is found.

#### 8. Use of the payment card

The card shall only be used for business expenses on behalf of the account owner. The card shall not be used for private expenses.

Use of the card will be charged to the account for which the payment card is issued. The card holder keys in his/her PIN, or uses other assigned personal security device. Where required by the system, the card holder will, instead of using his/her PIN, sign the receipt, a debit note, or similar debit authorisation. When signatures are used, the card holder must present satisfactory ID as required.

When using the card, the card holder may get an insight into the account to the extent permitted by the system.

In some payment terminals and in connection with the purchase of goods and services via Internet, the payment card may also be used

without PIN/security device or signature.

**9. Withdrawal and transaction limits, etc.**

The payment card may be used within the stated withdrawal and transaction limits, for example per transaction, per period and total amount.

The bank must notify the account holder in advance of any significant changes in areas of use and withdrawal and transaction limits.

Provided that security considerations make it necessary, the bank may without any prior notice limit the card's area of use, lower the various transaction limits and make other changes in the security devices, etc. The bank must notify the account holder of this as soon as possible after the change.

**10. Debiting of account**

The account holder's account will normally be debited immediately when the payment card is used. The bank cannot debit the account later than six months after the payment card was used, unless the card holder or account holder has consented to the account being debited later. The bank can nevertheless collect the transaction amount in accordance with the ordinary rules for the collection of monetary claims.

**11. Advance reservation**

Where the merchant (seller/service provider) has a special need for securing the execution of the subsequent settlement, an amount may be reserved on the account. Such advance reservation requires the card holder's consent. This can be done without the card holder using his/her PIN/security device or signature. Advance reservations may typically be made when the payment card number has been registered in the payment terminal at hotels, etc. or when the payment card number has been given to the merchant in connection with the ordering of goods or services by mail or telephone or other forms of distance selling. The amount is normally reserved for 2 - 4 days, with the advance reservation being deleted when the account is debited for the purchase price. If the card holder has not accepted the advance reservation, he/she can contact the bank to have the reservation nullified.

**12. Backcharge**

The bank may backcharge the account holder's account for certain claims that have arisen in connection with stays at hotels, car rentals, etc. if, when ordering the service or entering into the agreement with the merchant, the card holder has accepted such backcharge or been made aware of the bank's right to backcharge. Such backcharge is done based on the agreement for the hotel stay, car rental, etc. and without requiring the card holder's PIN/security device or signature again. Merchants in Norway have an obligation to notify the account holder/card holder of backcharges not made immediately after he/she uses the card or the card number.

If an amount has been charged to the account and the account holder/card holder disputes being responsible for the charge, the account holder may submit a claim for a return pursuant to clause 17 below.

**13. Revocation of payment transactions**

Payment has taken place when a card transaction (the payment order) has been approved by the card holder and accepted by the payment system. The account holder/card holder cannot stop or revoke the transaction after his time, unless the debiting was done as an advance reservation or a backcharge and the revocation can take place pursuant to the rules covering this.

**14. Receipts and user control**

The card holder's receipt for use of the payment card should be kept for subsequent control against the list of transactions in the bank statement he or she receives. The account holder must notify the bank as soon as possible if the information from the bank does not agree with the card holder's own records.

**15. Overdraft**

The account holder/card holder is not entitled to debit the account for amounts exceeding the available funds on the account at the time of debiting. The account holder must immediately cover any unwarranted debiting.

In case of unauthorised overdrafts, the bank is entitled to debit the account for overdraft interest and reminder fees, if any.

An unauthorised overdraft is a breach of contract which, depending on the circumstances, may cause termination of the agreement and criminal liability in addition to liability for damages.

If the account holder/card holder has been given incorrect information about the available balance on the account and in good faith has debited the account for a larger amount than the available balance, the bank may not debit the account for overdraft interest until the account holder has been given reasonable time to rectify the matter.

**16. Liability in the event of unauthorised use of the payment card**

The bank is liable for unauthorised debiting (payment transactions) unless otherwise provided for in the provisions below. A payment transaction is deemed to be unauthorised if the card holder has not consented to it, either before or after the transaction took place.

The account holder is liable for losses of up to NOK 1,200 resulting from unauthorised payment transactions due to use of a lost or stolen payment card if the PIN or other similar security device was used. The same applies to payment transactions resulting from unlawful acquisition of a payment card if the card holder has failed to protect the above-mentioned personal security device, and it has been used.

The account holder is liable for the entire loss resulting from unauthorised payment transactions if the loss is due to the account holder/card holder having negligently or wilfully neglected one or more obligations under this agreement.

The account holder is not liable for losses resulting from the use of a lost, stolen or unlawfully acquired payment card after the account holder/card holder has notified the bank in accordance with Clause 7, unless the account holder/card holder has enabled the unauthorised use through gross or wilful negligence. Nor is the account holder liable if the bank has failed to ensure that the account holder/card holder can give such notification, cf. the Norwegian Financial Contracts Act (Finansavtaleloven) Section 34 second paragraph second sentence.

Sections 33a, 35 and 36 of the Norwegian Financial Contracts Act shall not apply.

**17. Complaints. Return**

If the account holder disputes that he/she is liable for a debit transaction pursuant to the above liability rules, the bank shall return the amount and compensate the account holder for the loss of interest from the time the amount was debited, provided that the account holder or card holder submit a claim for such return without undue delay after the account holder/card holder became or should have become aware of the matter, and no later than two months after the time the amount was debited. The bank will decide on the claim for return as soon as possible. Sections 35, fifth paragraph and 37, third paragraph of the Norwegian Financial Contracts Act do not apply.

The obligation to return debited amounts as described in the first paragraph does not apply to the account holder's NOK 1,200 liability, unless the card has been used without PIN or other personal security device.

The obligation to return debited amounts stated in the first and second paragraphs, does not apply to incorrect registration at the merchant which the card holder should have discovered when using the payment card to pay for goods or services. Such complaints must be made to the seller (merchant). The bank accepts no liability for the quality, nature or delivery of purchased goods and services.

If the account holder or card holder suspects that the card holder has been the victim of a criminal offence in connection with debiting of the account, the bank may demand that the account holder/card holder report the offence to the police.

The account holder or card holder shall provide a written account of the circumstances surrounding any loss situation to the bank.

**18. The bank's blocking of the payment card for security reasons, etc.**

The bank can block the payment card regardless of whether it has received notification from the account holder/card holder pursuant to Clause 7 if there are reasonable grounds relating to the security of the payment card or suspicion of unauthorised or fraudulent use. The bank shall notify the account holder that the card has been blocked and inform him/her of the grounds for this. Such notification shall be given before the payment card is blocked or, if that is impossible, immediately after the card has been blocked. 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, the bank may omit to give such notification.

**19. Technical failure, recording errors or similar**

The bank is liable for losses incurred by the account holder if the account holder's 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 account holder invoke technical failure in the card system, the bank must substantiate that the system functioned as it should during the time in question.

The bank is not liable if the payment card cannot be used as a result of an interruption of the operation of the card system, the ATM being out of bills or similar, unless the bank has acted negligently. Such liability for negligence is limited to the account holder's direct loss, however.