

### Contents

1. Opening of an account – identification
2. Account agreement
3. Opening of an account on behalf of a third party
4. Processing of personal data
5. Persons under guardianship
6. General information about the use of the account
7. Third parties' authority to operate the account
8. Third party services
9. Deposits in foreign currency - currency risk
10. Interest and calculation of interest. Costs related to the
11. Interest calculation when crediting and debiting the account (value-dating)
12. Messages and information to the accountholder
13. Account information and control
14. Use of the account for payment transactions
15. Receipt of a payment order
16. Execution time of payment transactions
17. Special terms for giro transfers
18. Refusal of payment orders
19. Revocation of a payment order
20. The bank's liability for the execution of payment orders
21. Erroneous crediting of an account or debiting of too small an amount. Rectification
22. Erroneous charge to an account
23. Repayment if the exact amount has not been confirmed
24. Obligations regarding the use of payment instruments
25. Erroneous execution of payment orders by the accountholder
26. Liability related to unauthorised payment transactions
27. Complaints. Refunds
28. Set off
29. Temporary termination of the bank's obligations (force majeure)
30. Passive accounts. Period of limitation
31. Changes to the Account agreement
32. Termination and cancellation of the agreement by the accountholder
33. Termination and cancellation of the agreement by the bank
34. Illegal use of the account. Termination of the agreement
35. Disputes – The Norwegian Banking Complaints Board (“Finansklagenemnda”)
36. About the bank's business, licences and supervisory authority
37. Deposit guarantee

## General terms for deposits and payment services – consumer account

These terms apply to all consumers. "Consumer" means a physical person for whom the main purpose of the contract is not related to business activity, pursuant to section 2 of the Norwegian Financial Contracts Act.

### 1. Opening of an account - identification

When opening an account, the accountholder's full name, address, national identity number or D-number must be stated. If the accountholder does not have a national identity number or D-number, the person must state his/her date and place of birth, nationality and gender. In such a case the bank may obtain a D-number for the person in question. The accountholder must provide proof of his/her identity and confirm the correctness of the information given. The accountholder must inform the bank of any changes to the information given as soon as possible.

The bank cannot, without reasonable grounds, refuse to accept deposits or execute payment services on general terms. The bank will inform the accountholder of any refusal without undue delay. The legality of the refusal may be taken to the Norwegian Banking Complaints Board ("Finansklagenemnda").

If the bank offers to establish a jointly owned account, all accountholders must provide details and prove their identity as stated above. Only one of the accountholders will normally receive bank statements. Only one of the accountholders will normally be stated as the owner of the account on statements to tax authorities, but with a comment that the account is owned jointly by several persons.

### 2. Account agreement

The Account agreement must be in writing. The accountholder will receive a copy of the agreement either on paper or on an agreed durable electronic medium. During the agreement period, the accountholder may at any time ask for a copy of the terms of the agreement and the information which the bank is obliged to provide pursuant to section 15, second subsection of the Norwegian Financial Contracts Act.

The terms of the agreement, notices from the bank during the agreement period and other information to which the accountholder is entitled will be in Norwegian, unless otherwise agreed.

### 3. Opening of an account on behalf of a third party

If the bank permits an account to be opened for another person, the person opening the account must document his/her own as well as the accountholder's full name, address, and national ID number or D-number. If the person does not have a national ID-number or D-number, the person must state his/her date and place of birth, nationality and gender instead. In such a case, the bank may obtain a D-number for the person in question.

The balance of the account is regarded as the accountholder's property from the time when the account is opened and may only be operated by the accountholder or a person authorised by the accountholder. After the account has been opened, the bank will send any legally required information to the accountholder, including information about interest rates, prices, how the account and related payment instruments can be used, the responsibilities and risks relating to the use of the account and third parties' illegal use of the account, as well as the prevailing rules for deposit guarantees. If the accountholder later opposes the opening of the account, the deposit will be returned to the person who opened the account. No fees for closing the account will be charged if the accountholder closes the account within three months after the date when it was opened.

If an account is opened in the name of a person under guardianship, the regulations relating to persons who are under guardianship also come into effect.

### 4. Processing of personal data

As a data controller the bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes such as to comply with laws and other regulations. For detailed information on processing of personal data, please review the bank's privacy policy on [www.nordea.no](http://www.nordea.no) or contact the bank. The privacy policy contains information about the rights in connection with the processing of personal data such as the access to information, rectification, data portability, etc.

### 5. Persons under guardianship

A person under guardianship may not open an account or have control of the balance of the account without the consent of his/her guardian. If there are two guardians, both must give their consent. If the person under guardianship is to have sole control of the balance of the account under the terms of the Norwegian Guardianship Act, the guardian(s) must make a statement to that effect. The person under guardianship may also, with the written consent of the guardian(s), enter into an agreement relating to payment services and relating to the use of payment instruments.

For accounts that can only be operated with the consent of guardians, it may be decided that the consent of only one guardian is necessary.

In addition to the Account agreement, the provisions of the Norwegian Guardianship Act, the Norwegian Act relating to compensation in certain circumstances and other Acts stipulating special rules for persons under guardianship apply.

Information that the bank must give the accountholder pursuant to the agreement must be given to the guardian, unless the Public Guardian is to be given the information because it has informed the bank that it has taken over the management of the account. Information about accounts that the person under guardianship has a right to operate himself/herself is to be given to that person.

The Norwegian Guardianship Act regulates in more detail the guardians' obligation to obtain the consent of the Public Guardian to withdrawals from or other operations of the account. These regulations also apply if the guardian opposes a third party's opening of an account on behalf of a person minor. Pursuant to the Norwegian Guardianship Act, the bank has the right to inform the Public Guardian about withdrawals from or other operations of the account.

### 6. General information about the use of the account

The account may be used for deposits, withdrawals and other payment transactions in accordance with the Account agreement. The account is denominated in Norwegian kroner unless otherwise agreed.

The bank must verify that the user is authorised to operate the account. The user must confirm the transaction by his/her signature or by using the payment instruments in the agreed manner. The bank may require the necessary proof of identity when the account is used.

The bank may refuse to execute a payment order in cases of doubt about the user's authorisation to operate the account.

The accountholder has no right to debit the account for an amount exceeding the balance of the account at the time of debiting. Unauthorised overdrafts must be covered by the accountholder immediately.

Cash deposits are at the customer's disposal as soon as the

bank has received them.

The branch may require prior notice of large or foreign currency withdrawals due to the branch's holdings of cash or example, there is a danger that a person other than the accountholder or an authorised person may debit the account in an unauthorised manner.

An account in the name of a deceased person can only be used if a certificate of probate from a district court or similar documentation issued by a foreign qualified authority is presented.

## 7. Third parties' authority to operate the account

An accountholder may authorise a third party to operate the account. Such authorisation must normally be given in writing. The authorised user must give the bank his/ her full name, address, national identity number or D-number, as well as provide proof of identity and confirm the correctness of the information. If the person does not have a national identity number or D-number, the person must state his/her date and place of birth, nationality and gender. In such a case the bank may obtain a D-number for the person in question.

An authorised user has the same right as the accountholder to operate the account, unless otherwise agreed between the accountholder and the bank or stated on the authorisation. If the authorised user is to operate the account using payment services which require a separate agreement with the bank, the accountholder must give his/her consent in writing.

The authorised user will have a right to access information about the account, unless otherwise agreed.

The accountholder is fully responsible for the authorised user's operation of the account, including overdrafts. This does not preclude the authorised user from being liable for overdrafts on the basis of the law of damages.

The accountholder may cancel or change other parties' authorisation to operate the account by giving notice to the bank. Such cancellation or change is normally to be notified in writing. The accountholder is to contribute to ensuring that any payment instruments which the authorised user has received in order to operate the account are returned to the bank, or are secured in some other way so that the authorised user can no longer operate the account.

## 8. Third party services

The accountholder may enter into an agreement on payment services linked to the account with another payment service provider in cases where this is possible. The bank is not responsible for the service provided by the other payment service provider.

By using third-party services, for example payment authorisation services or account information services (authorisation services), the bank will, according to the rules applicable, on request from the third party make available or provide the information necessary to carry out the third-party service and communicate through secure channels with the third-party provider. The same applies to requests as to whether there are sufficient funds from other payment service providers who have issued a card-based payment instrument linked to the payment account. In the event of such requests the accountholder may on request to the bank be informed of the payment service provider's identity and the reply provided.

## 9. Deposits in foreign currency - currency risk

Deposits and transfers in foreign currencies will be converted into Norwegian kroner before the funds are credited to the account unless the account is denominated in a foreign

## General terms for deposits and payment orders – consumer account

for security reasons.

The accountholder may demand to block the account if, for

currency. If it is agreed that the deposit is to be denominated in a foreign currency, the accountholder will receive the gain or accept the loss due to exchange rate fluctuations if the amount is to be paid or transferred in a currency other than the currency denomination of the account. The bank will apply the prevailing exchange rate when converting an amount. The bank's exchange rates are normally found on the bank's home pages, on the bank's premises or are communicated in some other way.

Cross-border incoming payments may involve costs, depending on the amount, payment service and currency conversion. Such costs are stated in the price list.

## 10. Interest and calculation of interest. Costs related to the opening, maintenance and closure of the account

Interest rates are stated in the bank's price list, account information and/or are notified in some other way. Interest is settled at the end of the year, unless otherwise stated in the price list, account information and/or notified in some other way.

Costs related to the opening, maintenance, use and closure of the account are stated in the bank's price list, account information and/or are notified in some other way.

The bank will calculate overdraft interest according to the bank's prevailing overdraft interest rate stated in the price list. However, if the accountholder has received incorrect information about the available balance of the account and has in good faith debited the account for an amount exceeding the balance, the bank cannot demand that the accountholder pays overdraft interest until the accountholder has had a reasonable time to rectify the matter.

The bank may change its interest rates, interest margins and other prices to the detriment of the customer two months after the bank has notified the accountholder in writing of the change, see also the provisions of clause 29 about Changes to the Account agreement.

If it has been agreed that the interest rate is to be linked to a reference rate, the rate may be changed immediately and without prior notice in accordance with the change in the reference rate. After such a change has been implemented, the bank will inform the customer about it in the periodic bank statements, the netbank or in some other way.

If it has been agreed that the interest rate is to be fixed for a specific period during which no payment transactions can be debited or credited to the account, the terms for interest rates and interest rate changes on current accounts will apply after the expiry of the agreed period unless otherwise stated in the agreement.

Costs relating to the use of agreed services will be charged to the relevant account. The same applies to any accrued overdraft interest and reminder charges. If, according to the bank's price list, the accountholder as a beneficiary is to cover the costs related to a payment transaction, the bank may deduct the costs from the transferred amount.

The bank will at least once a year inform the accountholder in writing about the interest rate terms and rates for alternative types of deposit accounts provided by the bank.

## 11. Interest calculation when crediting and debiting the account (value-dating)

Interest on cash deposits and other amounts credited to the account will be calculated from and including the business

## General terms for deposits and payment orders – consumer account

day on which the bank received the funds.

In the case of cash withdrawals or other debits to the account, interest on the amount will be calculated up to and including the day before the account was debited.

### 12. Messages and information to the accountholder

All messages, information and notices concerning the account, for example bank statements and notices of changes in interest rates or costs, etc. are sent to the digital mailbox. The messages, etc. will be made accessible to the account-holder in such a way that the accountholder may save and reproduce the information unchanged.

If the accountholder does not have access to the digital mailbox, the messages, etc. will be sent by ordinary mail to the main address stated in the Account agreement or to another main address of which the bank has been securely informed.

Instead of receiving messages, etc. in the digital mailbox, the accountholder may ask to receive the messages, etc. on paper. It may also be agreed that information concerning the account may be given in other ways, for example as part of other services, including receipts for the use of services, automatic telephone services, etc.

The bank can provide detailed routines and security procedures related to the use of electronic communication. If the bank charges a fee for messages, etc. given on paper or in other ways in addition to the digital mailbox, this will appear from the bank's price list and/or will be appropriately communicated

### 13. Account information and control

Bank statements are sent to or placed at the customer's disposal monthly if there has been a movement on the account. In accordance with the Norwegian Tax Assessment Act the customer will receive an annual statement.

The bank statement states the balance of and all transactions in the account since the previous statement. The transaction information will, for example, state a reference enabling identification of the payment transaction, information about the payer or beneficiary, if possible, the amount transferred denominated in the currency in which it was debited or credited to the account, transaction fees, any exchange rate and the date for interest calculation.

The bank statement will be placed at the accountholder's disposal in the agreed manner and in such a way that the accountholder may file or reproduce the information without changing it. Account information may also be supplied by other means, for example, as a part of other services, including receipts for the use of services, automated telephone services, netbank, etc. The bank may provide more detailed routines and security procedures for the use of electronic communication.

The accountholder must check as soon as possible that the account information from the bank is consistent with the accountholder's own information or records. In the event of any discrepancy, the accountholder must inform the bank without undue delay. See clause 25 regarding the deadline for complaints in the case of unauthorised debits.

### 14. Use of the account for payment transactions

The account may be used for payment transactions. The account may be operated by use of the payment instruments offered by the bank at any given time and agreed upon by the bank and the accountholder.

The bank cannot without reasonable grounds refuse an application from the accountholder to operate the account

using specific payment instruments.

The amount stated on the payment order will be transferred to the account number stated on the payment order. This also applies if the account number stated belongs to a person and/or entity other than the beneficiary stated by name and address on the payment order.

The bank may block the account for payment transactions in general or for a particular payment instrument if the bank believes that the customer or an unauthorised third party may misuse the account. The bank may also block the account for specific payment instruments if security weaknesses are discovered in the payment instrument or the bank suspects that the service in general can be exposed to attempts at fraud.

If the account or Account agreement regarding the individual payment service is terminated, or if the bank, on other reasonable grounds, insists on such termination, the accountholder must immediately return any cards and other payment instruments linked to the account.

### 15. Receipt of a payment order

The bank is deemed to have received a payment order at the point in time when it has received all the information necessary to execute the payment. If a payment order is not delivered to the bank on a business day, it shall be deemed to have been received on the following business day. A payment order received by the bank after 14.00 CET, or within the cut-off time stipulated for the relevant payment service, is deemed to have been received on the following business day.

If a payment order is to be executed on a specific day or at the end of a certain period or on the day on which the payer has placed funds at the bank's disposal, the payment order is deemed to have been received on the agreed date if this is a business day, and otherwise on the following business day.

The bank will start processing the payment order on the day the order is deemed to have been received. However, the bank may refrain from executing payment orders until there are sufficient funds in the account to cover the amount, including the agreed prices and costs.

Payment orders received but not for immediate execution, will be executed even if events have occurred between the time of the submission and the execution of the payment order that mean the person concerned could not have given the order, for example orders given by an authorised person whose authorisation is later terminated, the death of an accountholder after the order is given, etc. The accountholder may, however, revoke or stop an order in accordance with the rules stipulated in clause 17.

A previously registered payment order will not be executed after the account is closed.

If several payment orders are to be executed on the same day, the bank is not responsible for the order in which the payments are charged to the account, or for which payment orders are not carried out due to insufficient funds.

The bank is responsible for the execution of a payment transaction until the beneficiary's bank has received the funds. The beneficiary's bank is responsible for sending payment transactions initiated by or via the beneficiary to the payer's bank.

### 16. Execution time of payment transactions

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 according to the rules stated above. The execution time may be extended by one business day for paper-initiated payment transactions.

Payment transactions in Norwegian kroner in Norway will be credited to the beneficiary's bank on the same day as the transaction is charged to the payer's account. Until 1 January 2012 this does not apply to paper-initiated payment transactions.

Payment transactions to an account with the same bank as the accountholder's will be credited to the beneficiary's account on the same day as the payment order is deemed to have been received according to the rules stated above.

If the beneficiary does not have an account with the bank, the bank will make the amount available to the beneficiary by the end of the business day after the payment order is deemed to have been received.

Until 1 January 2012 the execution time for cross-border payments or foreign currency payments in Norway may be up to three days, and up to four days for paper-initiated payment transactions. However, see the provisions below regarding an extended execution time for cross-border payments.

Payment transactions in currencies other than euro from Norway to a country within the EEA area will be credited to the beneficiary's bank within four days after the payment order is deemed to have been received. The execution time may be extended by one business day for paper-initiated payment transactions.

Payment transactions to countries outside the EEA area will normally be credited to the beneficiary's bank within eight business days after the payment order is deemed to have been received, unless a longer execution time is agreed.

If the bank has to convert an amount to and from currencies other than Norwegian kroner and euro, the execution time may be longer than that mentioned above.

Payment transactions in favour of the accountholder will be made available in the accountholder's account immediately after the bank's own account has been credited. Transfers in foreign currency will be credited to the accountholder's account as soon as the currency conversion has been carried out.

## 17. Special terms for giro payments

The accountholder may use standardised giro forms (forms printed with GIRO) to transfer amounts in Norwegian kroner to beneficiaries. The amount is charged to the accountholder's account with the bank and transferred to the beneficiary's account or paid in cash to the beneficiary in the form of a Giro Utbetaling (giro payment order).

The form must be filled in by the accountholder (payer) in accordance with the instructions. The giro form must be submitted to the bank during its opening hours or in some other way in accordance with the bank's prevailing procedures for the delivery and receipt of giro forms.

In the event of an invalid or missing account number, a Giro Utbetaling (giro payment order) stating the relevant amount will be sent to the beneficiary whose name and address appears on the giro form.

## 18. Refusal of payment orders

The bank may refuse a payment order if any of the terms of the Account agreement (including the terms of the separate payment service) are not met or stipulated in or pursuant to legislation. The reasons for refusal will typically be

## General terms for deposits and payment orders – consumer account

insufficient funds in the account to cover the amount to be debited, the payment order lacks the necessary information to be executed or the account has been terminated or blocked.

The payer will be informed of the refusal, and if possible, the reason for it and the procedure for correcting any factual mistakes that led to the refusal, unless otherwise stipulated in or pursuant to legislation. The information must be given or made available to the payer in the agreed manner and within the periods applicable to the transfer of the amount. The bank may charge a notification fee if the refusal is due to the payer's circumstances.

A refused payment order is deemed not to have been received.

If the bank finds that there are insufficient funds in the account on the payment day, the bank may, irrespective of the above rules, try to charge the account (sufficient funds control) within the next five business days.

## 19. Revocation of a payment order

The payer cannot revoke a payment order after the bank has received it. Payment orders which are to be executed on a future date can, however, be revoked at the latest by the end of the business day preceding the agreed payment date.

A payment order cannot be revoked if the bank, on the customer's request, has or may be deemed to have confirmed the execution of the payment to the beneficiary.

Authorisations for single payment transactions initiated by or via the beneficiary cannot be revoked after the customer has notified the beneficiary of his/her consent to the transaction. However, a direct debit transaction, for example AvtaleGiro, can be revoked at the latest by the end of the business day preceding the agreed date for debiting the funds.

The revocation of cheques is governed by the Norwegian Act relating to cheques.

If a payment order is revoked, the bank is not liable to pay for any interest on overdue payments, collection fees, etc, that the beneficiary claims as a result of the revocation.

Certain types of payment orders cannot be revoked and/or altered or other conditions for revocation may apply to some payment services, see the terms for these services.

## 20. The bank's liability for the execution of payment orders

The bank is liable to the accountholder for the correct execution of the payment transaction, unless the bank can prove that the beneficiary's bank has received the funds by the expiry of the execution period. If liable, the bank must without undue delay transfer the amount of the payment transaction to the accountholder and, where applicable, restore the debited account to the state in which it would have been had the incorrectly executed payment transaction not taken place, including covering the accountholder's loss of interest. The bank's liability also covers fees and interest incurred by the accountholder as a result of the incorrectly executed payment transaction.

The bank's liability according to the paragraph above is conditional on the accountholder complaining without undue delay when the accountholder became or ought to have become aware of the matter, and not later than 13 months after the payment transaction was to have been executed. Upon receiving the accountholder's complaint the bank must immediately try to trace the payment transaction and inform the accountholder of the result. If the accountholder claims that a payment transaction has not been correctly executed, it is up to the bank to prove that the payment transaction was

accurately recorded and entered in the accounts and not affected by a technical breakdown or some other deficiency.

The bank is not responsible for executing payment transactions where national or international sanctions against states, companies, persons or other legal entities hinder the execution of the transaction.

Delays in or the non-execution of the payment transaction after the amount has been correctly transferred to the beneficiary's bank is a matter between the beneficiary and his/her bank.

Reference is moreover made to the provisions concerning the bank's liability in sections 40 to 42 of the Norwegian Financial Contracts Act.

## 21. Erroneous crediting of an account or debiting of too small an amount. Rectification

If the account has been incorrectly credited or erroneously debited by too small an amount, due to an error by the bank, another bank or a third party, the error can be rectified by charging or recharging the account within three business days after the credit entry was made. The bank's right to rectify errors does not apply if the account was credited in accordance with a third party's order. If the credit is connected with an illegal activity on the part of the accountholder or another party authorised to operate the account, the bank can rectify the error even after the three business days. In the case of such an error, the bank will inform the accountholder without undue delay, unless the error has been rectified so that there is no real possibility that the accountholder has received incorrect information about the available funds in the account.

The bank will not be prevented from seeking recourse or demanding recharging of the account in accordance with the general rules even if the bank is not entitled to undertake rectification by recharging the account in accordance with the above.

## 22. Erroneous charge to an account

If the bank has erroneously charged the account, it must credit the account with an identical amount without undue delay. The bank will inform the accountholder without undue delay of such an error, unless the error has been rectified so that there is no real possibility that the accountholder has received incorrect information about the available funds in the account. In addition, the bank will compensate any loss of interest and other direct losses arising from the erroneous debit. The bank is liable for any indirect losses in accordance with general compensation rules.

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

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

- a) the accountholder has not authorised the exact amount of the payment transaction, and
- b) the amount exceeds the limit which the accountholder could reasonably have expected based on his/her previous utilisation 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 the bank, 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. Not later than ten days after the receipt of the claim for repayment, the bank must either repay the total amount of the payment transaction or reject the claim, stating the reasons for this

## General terms for deposits and payment orders – consumer account

and informing the accountholder of the opportunity to take the case to the Norwegian Banking Complaints Board ("Finansklagenemnda").

## 24. Obligations regarding the use of payment instruments

The accountholder must use the payment instruments in accordance with the terms for their issuance and use. The accountholder must take all reasonable precautions to protect the personal security devices linked to the payment instrument as soon as the instrument has been received. At the time of entering into the agreement and during the agreement period, the accountholder may receive information from the bank about the safe-keeping of the payment instrument, a personal code or other similar security procedures, including advice on codes which should not be chosen, information about the maximum amounts for the areas in which the payment instrument can be used as well as how to report the loss of a payment instrument and/or personal security devices.

The accountholder must notify the bank or the entity specified by the bank, without undue delay on becoming aware of loss, theft or misappropriation of the payment instrument or of its unauthorised use. After such notification the bank will prevent further use of the payment instrument. The bank must ensure that the accountholder can document having made such a notification for 18 months after the notification was given. The bank will not claim any compensation for the notification of loss of a payment instrument and/or personal security device.

## 25. Erroneous execution of payment orders by the accountholder

A payment transaction credited to the account number stated by the accountholder in the payment order is deemed to have been correctly executed by the bank as regards the correct beneficiary.

The bank has no liability for errors made by the accountholder in the payment order, for example the incorrect account number for the beneficiary, incorrect OCR number, etc. The bank is, however, liable for errors in a payment order entered into the bank's netbank if the netbank does not provide the security against such errors that the customer or the public may reasonably expect. The bank is also not liable if the accountholder has deliberately ignored a special warning scheme established to prevent such errors. The same applies to losses due to the wilful or grossly negligent erroneous use by the accountholder.

In order to assess possible negligence by the customer, account should be taken of such things as whether the requirements as to caution and self control which can reasonably be demanded on the user of the netbank services have clearly been ignored and to what extent the netpayment services provide security against errors that the customer or the public may reasonably expect.

Even if the bank is not liable for an incorrectly executed payment transaction, the bank will, nonetheless, take reasonable measures to have the amount returned. The bank may charge the accountholder a fee for such assistance.

## 26. Liability related to unauthorised payment transactions

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

The accountholder 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

## General terms for deposits and payment orders – consumer account

instrument if a personal security device is used. The same applies to payment transactions that are due to the misappropriation and use of a payment instrument if the accountholder has failed to protect the personal security device.

The accountholder is liable for the entire loss relating to any unauthorised payment transactions if the loss is due to the accountholder's gross negligence in failing to fulfil his/her obligations under clause 22 above. If an electronic payment instrument was used for the payment transaction, the customer shall nevertheless only cover up to a maximum of NOK 12,000. If the loss is due to the accountholder wilfully Financial Contracts Act.

The accountholder's liability according to this clause may be reduced pursuant to section 36 of the Norwegian Financial Contracts Act.

### 27. Complaints. Refunds

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, following this, the accountholder denies responsibility for a charge in accordance with the liability rules above and has asked the bank to refund the money without undue delay after the accountholder became or ought to have become aware of the matter, and not later than 13 months after the debit date, the bank 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 accountholder has accepted liability for the charge in writing, or the bank has, within four weeks after the receipt of the written objection from the accountholder, filed a civil action or taken the case to the Norwegian Complaints Board ("Finansklagenemnda"). Should the matter be dismissed by the Board or a court, a new time limit of four weeks applies from the date when the bank became aware of the dismissal.

If the accountholder suspects that he/she may have been subject to a criminal offence in connection with the debit, the bank may demand that the accountholder reports the issue to the police.

### 28. Set off

The bank may not set off an amount against the credit balance of the account or against any funds that the bank has received to execute a payment order, with the exception of claims fallen due deriving from the account relationship. Furthermore, the bank may set off any claim arising from a criminal offence against the credit balance of the account. The bank may exercise its right to withhold funds (block the account) on the same terms as for set-off.

The above regulation does not prevent the establishment of any voluntary or forced right to security in the account in accordance with prevailing legislation.

### 29. Temporary termination of the bank's obligations (force majeure)

The bank's obligations under this agreement - including its obligation to pay out and debit an account - will temporarily cease if extraordinary circumstances should arise which are beyond the bank's control and which the bank could not have foreseen or avoided the consequences of and which make the fulfilment of the obligations impossible. The same applies to duties imposed on the bank in or pursuant to legislation.

### 30. Passive accounts. Period of limitation

If no funds have been deposited in or withdrawn from the account during a period of 10 years, the bank will give notice by registered letter to the accountholder's or his/her heirs' last known address that the deposit and interest may

failing to fulfil his/her obligations under clause 22 above, the accountholder shall bear 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 instrument after the accountholder has notified the bank pursuant to clause 22 above, unless the accountholder has acted fraudulently. The customer is also not liable if the bank has not made sure that the accountholder can make such a notification, see section 34, second subsection, second sentence of the Norwegian

become time-barred. The notice must state the beginning and end of the period of limitation and what is required to cancel the time-barring. Any costs incurred by the bank in locating the accountholder or his/her heirs may be charged to the account.

### 31. Changes to the Account agreement

The agreement may be changed if agreed upon by both parties. Changes are basically made in the same way as when entering into a new agreement.

The bank, however, has the unilateral right to change the Account agreement to the detriment of the accountholder two months after the bank has notified the customer in writing about the change. The accountholder is deemed to have accepted the change if he/she does not state the opposite in writing to the bank and terminate the Account agreement before implementation date. In the notification of the change to the agreement, the bank must inform the accountholder about the change and about the accountholder's right to immediately terminate the agreement before the implementation day without incurring any charges.

See clause 9 for changes to prices and interest rates.

### 32. Termination and cancellation of the agreement by the accountholder

The accountholder may terminate the Account agreement without prior notice, unless otherwise agreed for the individual account or payment service. In such case, the accountholder will immediately be paid the funds in the account with accrued interest, but minus any agreed charge for the closure of the account. The bank may, however, require prior notice of withdrawals of large sums or foreign currency withdrawals due to its holdings of cash or for security reasons.

In the event of a material breach of the Account agreement by the bank, the accountholder may cancel the agreement. A request for cancellation must be submitted within a reasonable time after the accountholder became or ought to have become aware of the reason for cancellation.

If the accountholder terminates the agreement after notification by the bank about changes to the Account agreement to the detriment of the customer or by cancellation, the accountholder will be paid the funds in the account with accrued interest and without the deduction of any agreed charge for the closure of the account. In such case, the accountholder is also to be repaid a proportionate part of any pre-paid periodic charges.

### 33. Termination and cancellation of the agreement by the bank

Subject to reasonable grounds and no required savings period for the deposit the bank may terminate the Account agreement in writing by giving two months' notice. The reason for the termination must be stated. Upon such termination by the bank, the accountholder will be paid the funds in the account with accrued interest and without the deduction of any agreed charge for the closure of the

## General terms for deposits and payment orders – consumer account

account. The account holder is to be repaid a proportionate part of any pre-paid periodic charges.

In the event of a material breach of the Account agreement by the account holder, the bank may cancel the agreement. The reason for the cancellation must be stated.

The same right of termination and cancellation applies to any agreement on special services linked to an account.

### **34. Illegal use of the account. Termination of the agreement**

Anti-money laundering laws and regulations require the bank to closely monitor all use of the account. At the bank's request, an account holder must inform the bank about own or other people's use of his/her account.

If the account holder fails to provide the bank with such information, or the bank has reason to suspect that the account holder uses the account or the bank's services in an illegal manner or for illegal purposes, the bank may terminate the account agreement with immediate effect. This also applies if the bank becomes aware of, or has reason to suspect, that the account holder has let other people use his/her account in such a way.

### **35. Disputes – The Norwegian Banking Complaints Board (“Finansklagenemnda”)**

The account holder can take any dispute between him/herself and the bank to the Norwegian Banking Complaints Board, if the case falls within the authority of the Board and the account holder has a reasonable interest in obtaining a statement from the Board. The bank may take any dispute related to the wrongful debiting of an account or payment instrument to the Board.

### **36. About the bank's business, licences and supervisory authority**

The Bank's main activity is banking and financial operations licensed to operate in Norway. The Bank is under supervision by The European Central Bank (ECB), the Finnish Financial Supervisory Authority and for certain parts of the Norwegian branch's activity, by Finanstilsynet in

Norway (the Financial Supervisory Authority of Norway). The bank is registered with, inter alia, the Norwegian Register of Business Enterprises. The bank's organisation number is stated in the bank's agreements and on the bank's home pages. The bank is not liable to pay value added tax on account maintenance and payment services.

The bank's operations related to the receipt of deposits, account maintenance and payment services in Norway are inter alia regulated by the Norwegian Financial Undertakings Act, Payment Systems Act, and Financial Contracts Act. These acts are available electronically at [www.lovdata.no](http://www.lovdata.no)

### **37. Deposit guarantee**

Bank deposits up to EUR 100,000 are covered by the Finnish deposit guarantee scheme. In addition, the deposit is covered in full if it results from the sale of a residence for own use and if the deposit is intended to be used for buying a new residence for own use. Such coverage is valid for six months from the day the funds were deposited on the account. Deposits exceeding EUR 100,000 in the Norwegian branch and not covered by the extra coverage mentioned above, are covered by the Norwegian deposit guarantee up to NOK 2 million per depositor. Furthermore, certain individual deposits with the bank's Norwegian branch are covered, including deposits made in accordance with a real estate agreement concerning the purchase or sale of a private home or a holiday home. These deposits are covered in full for 12 months compare. The Financial Undertakings Act of 10 April 2015 no. 17, chapter 19. The aggregate deposit of NOK 2 million per depositor applies no matter how many accounts the depositor has in the Norwegian branch. Any debt the depositor might have to the Norwegian branch will be deducted if the debt is due for payment and the Norwegian branch has the right to set off according to the general rules of law. The coverage is paid-out if a bank is permanently insolvent and the Finnish Financial Stability Authority in cooperation with the Finnish Financial Supervisory Authority and the Bank of Finland decides that the bank's deposits shall be compensated by the deposit guarantee fund.