

Enterprise no.

Place, date	
Name and address of account holder	Account no.
	Account holder's DoB/Nat.reg.no.
	Name embossed on card
Name and address of Cardholder (when other than account holder)	Cardholder's DoB/Nat.reg.no.

### Agreement terms for payment cards

1. A brief description of the payment card service
2. The agreement and information
3. Prices and pricing information
4. Issuing the payment card and the personal code
5. Payment cards issued to parties other than the account holder (supplementary cards)
6. The validity of the payment card. Renewal
7. Safeguarding the card and the personal code. Reporting loss
8. Use of the payment card
9. Debiting limits, etc.
10. Debiting the account and transfer of payment
11. Use of the payment card without code or signature
12. Receipt and control by Cardholder
13. Overdrawing of an account
14. Liability for misuse of the payment card by others
15. Claims. Reversals
16. Technical failure, entry errors or similar

#### 1. A brief description of the payment card service

The payment card is a payment instrument issued by a bank (withdrawal and debit card) for electronic or manual debiting of the account to which the payment card is linked. The payment card may be used at terminals for the payment of goods and services (payment terminals), for the withdrawal of cash from the banks' cashpoint machines (ATMs) and in other specified areas of use. The Cardholder must observe the rules applying at any time with regard to use of the payment card.

#### 2. The agreement and information

These agreement terms are supplemented by the bank's General Terms for Deposits and Payment Orders. In the case of any conflicting terms, the agreement terms for payment cards shall take precedence before the General Terms for Deposits and Payment Orders.

By signing the Account Agreement or these agreement terms, the account holder confirms having received written information on:

- a) the areas of use for the payment card
- b) situations in which the payment card or the card's number may be used without the use of the personal code or signature, and the demands that can be debited to account holder's account resulting from such use
- c) how the account holder shall provide proof of identity when using the payment card within the different areas of use
- d) the safekeeping of the payment card, personal code or other similar security procedure and advice on codes which should not be selected when changing code
- e) the stipulated limits for withdrawal and for debiting the account in respect of the areas of use in which the payment card may be used
- f) the procedure for reporting loss of the payment card and/or the personal code
- g) to what extent sales establishments may reserve an amount on the account in connection with the ordering of goods or services
- h) the account holder's liability and risk in the case of unauthorized use of the payment card by others

#### 3. Prices and pricing information

Expenses connected with the establishment, the holding and the use of the payment card are shown in the bank's ruling pricelist, in account information and/or in other suitable manner.

In the case of transactions effected abroad with a payment card, the transaction amount on the sales invoice or withdrawal receipt will be converted from the currency of the country in question into Norwegian kroner on the same date that the amount is cleared between the foreign bank and Cardholder's bank. The amount will be converted at the market rate for buying/selling foreign currency with the addition of a conversion charge.

#### 4. Issuing the payment card and the personal code

The bank will make the card ready for use in payment terminals, ATMs and other card systems within the defined areas of use. The card is personal and may not be transferred to or used by parties other than the person to whom it is issued. If required by the bank, the card shall be signed by the account holder upon receipt.

The account holder will be issued with a personal identification code or other similar security procedure. The bank shall have satisfactory routines for dispatching/handing over payment cards and codes to account holders. Should the account be closed and/or the agreement terminated or if demanded by the bank for other valid reason, the account holder shall immediately return or destroy the card. The card will be blocked for use in payment terminals and ATMs.

#### 5. Payment cards issued to parties other than the account holder (supplementary cards)

Pursuant to agreement with the bank, the account holder may give others the right to use the account by means of a payment card (a supplementary card). Should the account holder give other parties the right to use the account, the account holder is fully liable for all debiting of the account resulting from the use of the supplementary card by the authorized party (signatory), including any overdrawing of the account, provided that the use lies within the framework of the right of use.

The authorized signatory is otherwise liable for his/her debiting of the account in the same manner as the account holder. Through the use of the card, the authorized signatory will have access to account information to the extent permitted by the system. By signing these agreement terms, the authorized signatory accepts the terms and conditions to the extent that they are appropriate. If demanded by the bank, the supplementary card shall be signed by the authorized signatory upon receipt.

Upon termination of the agreement with the account holder and/or the authorized signatory, or if required by the bank for other valid reason, the authorized signatory shall immediately return or destroy the card. If the authorization is withdrawn, the account holder shall inform the bank and otherwise assist in the return/destruction of the card or in other manner contribute towards ensuring that the signatory cannot use the supplementary card.

#### 6. The validity of the payment card. Renewal

The payment card is issued for a specific period, normally two years. Prior to the expiry date, a new card will be sent to the account holder, unless the agreement has been terminated by the account holder or the bank.

In conjunction with the issuing of a new card, the bank shall send the ruling agreement terms to the account holder. The bank shall obtain the acceptance of the account holder in the case of any amendments to the agreement terms that are detrimental to the account holder.

#### 7. Safeguarding the card and the personal code. Reporting loss

The account holder shall ensure that the card does not fall into the hands of unauthorized persons. The personal code shall not be disclosed to anyone, including the police and the bank. The code shall not be used in situations where others may easily see the code. The code should be memorized. If the code is written down, it must be done in such a way that parties other than the account holder will not be able to comprehend the figures. Such notes must not be kept in the vicinity of the card.

The account holder shall inform the bank or the bank's appointed representative as soon as possible if the account holder becomes aware or suspects that the payment card is lost or that unauthorized person or persons have obtained the personal code. The account holder shall use the reporting services provided by the bank, and shall otherwise assist in ensuring that the payment card is blocked as quickly as possible.

When a report of this type is received, the bank or the bank's representative shall first confirm verbally, and subsequently in writing, to the account holder that the report has been received. The confirmation shall specify the time when the report was received and shall give a reference number. If the bank is unable to document that the reporting system functioned properly during the period in question, the account holder's explanation concerning the time of the loss and the time when an attempt was made to inform the bank or the bank's representative shall normally be taken as a basis. The account holder will not be charged with the bank's expenses in connection with the blocking of the card, and the removal of the blocking, unless there is a special reason for this, e.g. repeated reports of loss of card on the part of the account holder. However, the bank may make a charge for the issuing of a new payment card provided that the loss of the card is not due to actions on the part of the bank.

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

#### 8. Use of the payment card

The payment card is used for the withdrawal of cash or the transfer of funds by charging the account to which the payment card is linked pursuant to the terms of the Account Agreement. When using the card, the account holder shall key in his/her personal code. When demanded by the system, the account holder shall instead of using the personal code, sign the receipt, debit note or similar debit authorization and produce satisfactory proof of identity. The account holder must at all times observe the rules in force at any time concerning use of the payment card and the security procedures. Special conditions concerning the use of the payment card without using the personal code or signature are given in section 11 below.

*The agreement continues overleaf.*

**9. Debiting limits, etc.**

The payment card may be used within the limits specified for withdrawals and debiting of the account. This applies for example to limits on cash withdrawals and maximum amounts per debit and per period. During the agreement period, the bank shall obtain the acceptance of the account holder in the case of any changes in areas of use and debiting limits that are detrimental to the account holder. If necessary for security reasons, the bank may, without regard to the aforementioned rules, limit the area of use for the card, reduce the different limits for debiting the account and make other amendments to security procedures or similar. The bank shall notify the account holder of the situation as soon as possible.

**10. Debiting the account and transfer of payment**

When use of the payment card has been recorded, it will be registered that the account holder has initiated a card transaction, provided the recording of the use is not due to technical failure or other circumstances for which in this agreement the bank bears the risk.

When using the payment card, the account holder's account will normally be debited immediately. The bank may not debit the account later than 6 months after the card has been used, without the agreement of the account holder. The bank may however collect the transaction amount pursuant to the general rules governing the collection of amounts payable.

Payment has taken place when a card transaction (payment order) has been approved by the account holder and accepted by the payment system. The account holder may not subsequently stop or rescind the transaction, unless the payment card has been used without the personal code or signature, cf. section 11 below.

**11. Use of the payment card without code or signature**

The account holder may use the payment card without using the personal code or signature at ATMs and point of sale terminals (POS) provided the agreement with the bank makes provision for this.

When the establishment (seller/provider of services) specifically requires security for subsequent payment by the account holder, an amount may be withheld on the account holder's account. Any such advance withholding requires the acceptance of the account holder. Typical situations requiring advance withholding of funds can be for example when the card number on the payment card has been registered by the POS terminal at hotels etc. or when the card number has been submitted to the establishment in connection with the ordering of goods or services by post or by telephone or by other type of remote sale. The period for withholding funds is normally 2 to 4 days, and the advance withholding is deleted as soon as the account is debited for the purchase amount. If the account holder has not accepted an advance withholding, the account holder may contact the bank to have the withholding cancelled.

The bank may debit account holder's account retroactively in respect of certain payment demands connected with stays in hotels, car hire or similar, if the account holder has accepted that they be debited to the account, or been informed of the bank's right to debit the account in this manner. Establishments in Norway are under obligation to give/send advance notice to the account holder of subsequent demands for payment that are not immediately related to the use of the card or the card number. Regardless of whether the account holder has received advance notice from the establishment concerning the charge to the account, the account holder has the right to demand that the transaction amount be stopped and rescinded if the account holder does not acknowledge the amount. The bank shall be instrumental in stopping the transaction. The right to stop the transaction applies until the amount has been debited to account holder's account and paid to the establishment.

As mentioned in section 2 above, the bank will provide the account holder with written information concerning the situations in which the payment card or the card's number may be used without the use of the personal code or signature, and in this connection the types of payment demands that may be charged to the account holder's account as a result of such use. The information will also include adequate details concerning the scheme operated by the establishment for advance withholding of amounts and the types of payment demand that can be debited to the account holder's account on the basis of the withheld amount. If the amount has been debited to the account and the account holder contests that he/she is liable for the charge, the account holder may demand reversal pursuant to the rules in section 15 below.

**12. Receipt and control by Cardholder**

The receipt that the account holder receives when using the payment card shall be retained for a subsequent check against the list of transactions on the statement of account. The account holder must notify the bank as soon as possible if the information from the bank is not in accordance with account holder's own notes.

**13. Overdrawing of an account**

The account holder may not use the payment card for amounts exceeding the balance of the account at time of use, unless the account holder has entered into a

special agreement with the bank. If the account is overdrawn, the overdraft must be covered immediately. In the case of unauthorized overdrawing of the account, the bank has the right to debit the account with overdraft interest as well as any charges for reminders.

Overdrawing the account constitutes a breach of contract which, in addition to liability for damages can result in termination of the agreement (cancellation) and criminal liability.

**14. Liability for misuse of the payment card by others**

The account holder is liable for a charge of up to NOK 800 in respect of loss resulting from unauthorized use of the payment card by others when the appurtenant personal code or other equivalent security procedure has been used.

The account holder shall be liable for an amount up to NOK 8,000 for loss resulting from unauthorized use of the payment card by others if

- a) the account holder or other party to whom the payment card has been entrusted, has made the misuse possible through gross negligence, or
- b) the misuse was made possible due to the account holder or other party to whom the payment card was entrusted failing to inform the bank or the bank's appointed representative as soon as possible after becoming acquainted with the fact that the payment card was lost, or within a reasonable period after this loss should have been discovered.

If misuse of the payment card has taken place in Norway, liability pursuant to the second subsection may not exceed the debit limits that apply for the area or areas of use where the card was used.

The limitations in the second and third subsections do not apply if the account holder or party to whom the payment card has been entrusted, have made misuse of the card possible with intent. Neither do the limitations apply for loss incurred resulting from the account holder or party to whom the card has been entrusted failing to inform the bank as soon as possible after becoming acquainted with the irregular use of the card.

The account holder is not liable for any unauthorized use by others that takes place after the bank has been informed that the payment card has been lost or that the code or other security procedure can have fallen into the hands of unauthorized persons. The account holder is however liable if the account holder or other party entitled to debit the account pursuant to the Account Agreement (authorized signatory), has made the misuse possible with intent.

Notwithstanding the liability rules above, the account holder is at all events liable for any loss resulting from the account holder or other party entitled to use the account pursuant to the Account Agreement, acting fraudulently or contributing towards fraudulent action towards the bank.

**15. Claims. Reversals**

If the account holder contests liability for a charge pursuant to the above liability rules, the bank shall reverse the amount and compensate loss of interest from date of debiting the account, provided the account holder submits a claim for reversal without undue delay after the account holder has become, or should have become aware of the situation. The obligation to reverse the amount does not apply if the account holder has acknowledged liability for the charge in writing, or the bank within four weeks from receipt of the written objection from the account holder has instigated legal action or brought the case before the Norwegian Banking Complaints Board.

If the case is dismissed by the Board or by a court, a new time limit of four weeks will apply from the working day on which the bank was informed of the dismissal. The obligation to reverse pursuant to the first subsection does not apply to the amount of NOK 800 payable by the account holder, unless the card has been used without the personal code or other equivalent security procedure. Neither does the reversal obligation apply to erroneous registrations by the establishment that the account holder should have been aware of when using the card in connection with payment for goods or services. Such claims must be submitted to the seller (the sales establishment). The bank does not accept any liability for the quality, condition or delivery of the purchased goods or services unless otherwise provided for in or pursuant to ruling law. If the account holder suspects that he/she has been subject to a criminal act in conjunction with the debiting of the account, the bank may demand that the account holder shall report the matter to the police. The account holder shall submit a written report to the bank on the situation surrounding any loss situation.

**16. Technical failure, entry errors or similar**

The bank is liable for the account holder's loss if the account holder's account has been wrongfully debited as a result of a technical fault, erroneous entry or similar circumstances, including any such errors arising at the sales establishment. Should the account holder invoke technical failure in the card system, the bank must demonstrate the plausibility of proper functioning of the system during the relevant period.

The bank is not liable if the payment card cannot be used as a result of an operative failure in the card system, or if the ATM is empty, or similar situations, unless the bank has acted negligently. Such liability in negligence is however limited to the Cardholder's direct loss.

**Accountholders's/Bank's signature**

One copy of the account agreement has been received by, or has otherwise been made available to, the account holder. The account holder confirms having had the opportunity to study the agreement before it was completed.

Place, date	Place, date
Accountholder's signature	Bank's signature
Cardholders's signature (when other than accountholder)	

**I/We consent to the closure of this agreement**

Guardian's signatur (when cardholder is under 18)

Address

Phoneno.