

**Terms and conditions for payment cards and other card-based payment instruments (debit cards) for children and young persons**

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

The service gives the account holder access to payment cards and other card-based payment instruments issued by the bank that can be used for paying for goods and services, for withdrawing, and if offered by the bank, depositing, cash as well as within other specified areas of application, with direct debiting, or if applicable, crediting, of the account to which the payment instrument is linked.

Payment cards mean payment cards and other card-based payment instruments, for example virtual cards and procedures that allow payment cards to be used in applications on mobile telephones, smart watches or other digital equipment.

The payment card has various features and areas of use as specified in clause 3 Information on the use of the payment card etc. The account holder will normally confirm the payment with personal security information. In some user situations a payment card may also be used without personal security information. Personal security information includes for example a personal code, PIN, fingerprint and facial recognition.

When a payment card for Visa/Mastercard is used for purchases on the Internet special rules apply governing the right in certain circumstances to be re-credited for debits if the goods or service are not delivered, are damaged or fail in other ways to comply with the order. Please see the attachment for further details.

The monies deposited in the account must constitute funds that are available for use at the minor's own discretion (freely disposable funds).

The account holder agrees to follow the rules governing use of the payment card as applicable from time to time.

**2. Entering into the agreement. The consent of the guardian**

The agreement regulates the use of payment cards for children and young people aged up to 18 years and includes supplementary conditions for children and young people aged between 13 and 18. These contract conditions are supplemented by the bank's account agreement, including General Terms for Deposits and Payment Services. In the event of conflict, these conditions shall take precedence over the General Terms for Deposits and Payment Services.

Entering into an agreement on the use of a payment card requires the written consent of the account holder's guardian unless the customer is aged over 15 and the funds are freely disposable. The consent of the guardian(s) must also cover the use of the payment card without personal security information

In granting consent, the guardian(s) confirm(s) that:

- a) the account holder will have the right to use funds that have been or will be deposited in the account to which the payment card is linked,
- b) the account holder is granted the right to use the payment card for purchases of goods and services, if applicable without the use of personal security information, for example in contactless payments. The consent is granted within the limits on withdrawals and debits in place for the payment card,
- c) the account holder and the guardian(s) have received written information, rules and instructions about using the payment card and this will be reviewed together with the account holder, cf. clause 3,
- d) the procedures in place for reporting the loss of the payment card and/or the personal security information and/or the mobile unit to which the payment card is linked, cf. clause 7,
- e) the parents are aware of their liability for the wrongful actions of their children, cf. clause 15.

By contacting the bank, a guardian acting alone may revoke the right of the account holder to operate the account and use the payment card.

**3. Information on the use of the payment card etc.**

In the information, rules and instructions provided to the account holder and guardian(s), the account holder and guardian(s) should take note of the following points in particular:

- a) the areas of use of the payment card,
- b) the circumstances in which the payment instrument can be used without the personal security code or other personal security information or signature and the claims that can be charged to the account holder's account as a consequence of such use,
- c) how the account holder must identify him/herself when using the payment card in the various areas of use,
- d) the safekeeping of the payment card, personal security code or other personal security information and/or mobile unit to which the payment card is linked and advice on what codes should not be chosen,
- e) the limits on withdrawals and debits from the account in the permitted area(s) of use of the payment card,
- f) the procedure for reporting the loss of the payment card, personal code/security information and/or mobile unit to which the payment card is linked and for the subsequent blocking of the payment card in this eventuality,
- g) the liability and risk borne by the account holder and guardian(s)/parents in the event of non-approved payment transactions.

The guardian(s) shall review the agreement and the information, rules and instructions together with the account holder. In doing so, the guardian(s) must emphasise the importance of not entrusting the payment card to other people or disclosing the personal code and personal security to other people.

Subject to agreement with the bank, the guardian(s) may be granted access to account, and, if applicable, be provided with account information.

#### **4. Prices and pricing information**

Costs associated with opening, holding and using the payment card are shown in the bank's current price list, in account information and/or are communicated by other suitable means.

When using the payment card in currencies other than the currency in which the account is nominated, the transaction amount 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 account holder's bank. The date on which currency translation takes place will depend on how quickly the foreign merchant, or if applicable the foreign merchant's banker, presents the transaction for settlement. The amount will be converted at the market rate for buying/selling foreign currency with the addition of a conversion charge.

#### **5. The issuing of the payment card and the personal code**

The bank will make the payment card ready for use in for example point of sale terminals, ATMs and other payment solutions and within other defined areas of use. If required by the bank, the payment card must be signed by the account holder and activated by the account holder (guardian) upon receipt of the payment card. Activation may also take place when the payment card is used for the first time.

The account holder will be issued with, or given the opportunity to choose, a personal code, and/or, where applicable other personal security information. The bank shall have satisfactory procedures in place for dispatching/issuing payment cards and personal security information to the account holder.

When the account and/or the contractual relationship comes to an end, or if instructed to do so by the bank on reasonable grounds, the account holder must without delay return, destroy or deactivate the payment card. Further use of the payment card will be blocked.

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

The payment instrument may be issued for a specific period of validity. The account holder will be issued with or sent a new payment card before the expiry date, unless the account holder has reached the age of 13 or the agreement has been terminated by the account holder (guardian(s)) or the bank. On reaching the age of 13 the account holder will be sent a young person's card on the applicable conditions.

#### **7. Safeguarding the payment card and personal code/security information and reporting their loss**

The payment card is personal and must not be transferred or entrusted in other ways to or used by anyone other than the person to whom it was issued. The account holder must ensure that unauthorised third parties are not given access to the payment card and exercise normal due care in storing the mobile telephone, other digital unit or other equipment to which the payment card is linked or if the account holder allows third parties to use it.

The account holder shall use the payment card in accordance with the conditions governing its issuance and use. The account holder shall follow the rules and instructions governing the use, storage, protection of personal codes/security information (for example BankID), the procedure for reporting loss and unauthorised acquisition/use etc.

The account holder shall take all reasonable precautionary measures to protect the personal code and/or other personal security information linked to the payment card. The personal codes/security information must not be disclosed or made available to third parties, including the police, the bank, family members or guardians. Moreover, the codes/security information shall not be used in circumstances in which others might see or familiarise themselves with them. The personal code/security information must be memorised. Should it nevertheless be necessary to write the personal code/security information down, this must be done in such a way that no one other than the account holder is able to understand the significance of the note. The note containing this information must not be stored near the payment card or mobile unit to which the payment card is linked.

The account holder/guardian shall notify the bank or the bank's nominee without undue delay if the account holder becomes aware that the personal code/security information, payment card or mobile telephone or other digital unit or other equipment to which the payment card is linked has been lost, stolen or unlawfully used or obtained, that an unauthorised person or persons has/have obtained the personal codes and/or other security information or of unauthorised use. The account holder/guardian shall use the notification options made available by the bank and shall assist in other ways in ensuring that the payment card can be blocked as quickly as possible.

When a report of this nature is received, the bank shall prevent any further use of the payment card. The bank shall provide the account holder/guardian with confirmation of receipt of such notification and of the time at which such notification occurred and shall ensure that for a period of 18 months after notification was given the account holder is able to document having given such notification. The bank will not impose a charge for such notification.

The account holder/guardian shall inform the bank without unaccounted delay if the payment card or mobile telephone, other digital unit or other equipment to which the payment card is linked is recovered.

#### **8. Use of the payment card**

When the payment card is used, the account to which the payment card is linked will be debited.

The card may bear one or more trademarks, for example BankAxept, Visa or Mastercard, which will be marked on the card and permit payment under different card schemes. If the card supports multiple payment schemes and the merchant offers payment using more than one of these schemes, the card holder has the right to choose which of these schemes is to be used for payment to the merchant.

The account holder shall normally use the personal security information. The payment card may be used without the personal security information or signature, for example in the case of contactless payment.

### **9. Debit limits etc.**

The payment card may be used within the limits specified for withdrawals and debits, for example limit per debit, per time period and total amount. In setting these limits on withdrawals and debits, account shall be taken of the age, maturity and needs of the minor. The debit limits may be dependent on area of use, the payment card in question and whether the payment card is used with or without the personal security code/or other security information.

Subject to two months' notice to the account holder/guardian, the bank may change the permitted areas of use and debit limits. If necessitated by reasons of security, the bank may, without giving prior notice, limit the permitted areas of use of the payment card, lower the various debit limits of the account and make other changes to the security information or the like. The bank shall notify the account holder/guardian of the situation as soon as possible.

### **10. Debiting of the account**

When the payment card is used, the account holder's account will normally be debited without delay. The bank cannot debit the account later than six months after the payment card is used unless the account holder has consented to the delayed debit. Even so, the bank may recover the transaction amount in accordance with the general rules governing the collection of amounts payable.

### **11. The cancellation of payment orders**

Payment is executed when a payment order is approved by the account holder and accepted by the payment system. After this point, the account holder cannot stop or cancel (revoke) the transaction.

### **12. Checking the statement of account**

The account holder/guardian should keep track of debits from the account in order to enable any incorrectly debited amounts to be discovered. The account holder/guardian must notify the bank as soon as possible and no later than within 13 months after the date of the debit if the information provided by the bank does not match the records of the account holder/guardian.

### **13. Available balance**

The account holder does not have the right to debit the account for amounts in excess of the balance available at the time of the debit. If the account holder intentionally debits the account in excess of the available balance, the account holder will be required pursuant to Section 1-1 of the Damages Act to compensate the losses of the bank in so far as this is found to be reasonable in light of the account holder's age, maturity, the behaviour in question, financial means and other prevailing circumstances.

### **14. Liability for non-approved use**

A payment transaction will be considered to have been approved only if the payer has given his/her consent to the payment transaction in the manner agreed between the account holder and the bank. This will also apply if consent to the payment transaction was given via the payee. The bank is liable for losses attributable to non-approved payment transactions except as otherwise provided for below.

Irrespective of fault, the account holder is liable for up to NOK 200 of losses on non-approved payment transactions resulting from the use of a lost, stolen or unlawfully-obtained payment card. Nevertheless, the account holder will not be liable for this sum if the account holder could not have discovered the loss, theft or unlawful acquisition in advance and has not acted fraudulently.

In the case of non-approved payment transactions resulting from the intentional failure of the account holder to fulfil one or more of the obligations provided for in clause 7 *Safeguarding the payment card and personal code/security information and reporting their loss* where the account holder should have understood that this breach of the agreement represented a real risk that the payment card might be misused, the account holder is liable for up to NOK 1200.

The account holder is not liable for loss resulting from the use of a lost, stolen or unlawfully obtained payment card after the account holder/guardian has alerted the bank in accordance with clause 7 *Safeguarding the payment card and personal code/security information and reporting their loss*, unless the account holder has acted fraudulently. Nor is the account holder liable for losses if the bank has failed to ensure that the account holder/guardian is able to alert the bank in this way, has not required strong customer authentication where the account holder has initiated the payment transaction, or if the account holder could not have discovered the loss, theft or unlawful acquisition in advance.

If the account holder has acted fraudulently the account holder will in any event be liable for the full amount of the loss.

If the account holder denies having approved a payment transaction, the use of the payment card shall not of itself be regarded as sufficient evidence that the account holder consented to the transaction, or that the account holder acted fraudulently or with intent or with gross negligence failed to fulfil one or more of the obligations provided for in clause 7 *Safeguarding the payment card and personal code/security information and reporting their loss*. Responsibility for proving that the transaction was authenticated, correctly registered and booked and that the system was not struck by technical failure or other fault rests with the bank. The bank is required to present documentation proving that the customer acted fraudulently or with intent or with gross negligence.

In assessing whether the account holder can be held liable under the above rules and, if so, in determining the size of the amount payable in compensation, reasonable account will be taken of the account holder's age, maturity, the behaviour in question, financial means and other prevailing circumstances, cf. the principles in Section 1-1 of the Damages Act.

The liability of the account holder pursuant to this clause may be reduced in accordance with the provisions of Section 4-31 of the Financial Agreements Act.

### **15. The liability of the parents**

Under Section 1-2.1 of the Damages Act, parents have a duty to compensate damage caused by children and young people under the age of 18, insofar as they have failed to provide adequate supervision or in other ways act in a manner that under the circumstances could reasonably be required of them to prevent wrongful actions.

Irrespective of whether they are at fault, parents are liable for up to NOK 5000 per damage event as a consequence of the wrongful actions of the account holder, cf. Section 1-2.2 of the Damages Act. However, this liability is limited to an amount equivalent to the debit limits applicable to the payment card, unless the account holder has acted fraudulently towards the bank or abetted in such fraudulence.

### **16. Claims. Reversals.**

If the account holder denies having approved a payment transaction, the bank shall document that the transaction has been authenticated, correctly registered and booked and has not been impacted by technical failure or other faults.

If following the above steps, the account holder contests liability for an amount charged to the account on the basis of the rules on liability in clause 14 above, the bank shall without delay and no later than by the end of the next business day reverse the amount and compensate any loss of interest from the time of the debit, provided that the account holder/guardian(s) submit(s) a claim for reversal without undue delay after the account holder has become aware of the situation and no later than 13 months after the date of the debit. The obligation to reverse the debit will not apply if the account holder/guardian(s) has/have acknowledged liability for the debit in writing, or if having reasonable grounds for suspecting fraud and within four weeks of receiving a written objection from the account holder/guardian(s) the bank has initiated legal action or brought the matter before the Norwegian Financial Services Complaints Board. If the matter is dismissed by the Complaints Board or a court a fresh four-week time limit will commence on the day on which the bank becomes aware of the dismissal.

The obligation to reverse the debit pursuant to the first paragraph above does not apply to the sum of NOK 200 payable by the account holder.

Furthermore, the reversal obligation does not apply to incorrect registrations by a sales establishment that the account holder should have discovered when using the payment card to pay for goods or services. Such claims must be lodged against the vendor (the sales establishment). The bank does not accept any liability for the quality, condition or delivery of purchased goods or services, except as otherwise provided for in or pursuant to statute.

If the account holder/guardian(s) suspect(s) that the cardholder has been the victim of a criminal offence in conjunction with the debiting of the account, the bank may require the account holder/guardian(s) to report the matter to the police.

The account holder/guardian(s) shall submit a written report on the circumstances surrounding any loss situation.

If following the reversal, it becomes clear that the account holder is nevertheless liable for the debit, the bank may remedy the situation by redebiting the account.

#### **17. The blocking of the payment card by the bank for reasons of security etc.**

Irrespective of whether the bank has received notification from the account holder in accordance with clause 7 *Safeguarding the payment card and personal code/security information and reporting their loss*, the bank may block the payment card if there are reasonable grounds for doing so including the suspicion on the part of the bank that there is real risk of misuse by either the account holder or by an unauthorised third party, the discovery of security weaknesses in the payment card or other factors relating to the security of the payment card or the suspicion that the service in general may be exposed to unlawful use, attempted fraud or fraudulent use. The bank shall notify the account holder/guardian(s) of the blocking of the payment instrument and of its reasons for doing so. Such notification shall be given before the payment card is blocked or, if this is not possible, immediately after the blocking of the payment card. If notification would harm reasonably founded security considerations or would contravene statutes or provisions enacted pursuant to statute, the bank may omit notification of this nature. The payment card may also be blocked in the event of the death or bankruptcy of the account holder or in the event of termination, cancellation or discontinuation, see the general conditions of the account agreement.

#### **18. Technical failure, book-keeping errors or similar circumstances**

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 failure, book-keeping error or similar circumstances, including any such errors arising at the merchant. Should the account holder/guardian(s) invoke technical failure in the payment system, the bank must provide evidence of the proper functioning of the system during the relevant period.

The bank is not liable if the payment card cannot be used as a consequence of an operational failure in the payment system, or if the ATM has run out of bank notes or similar circumstances, unless the bank has acted negligently. However, this liability for negligence shall be limited to the direct losses sustained by the account holder.

### **Additional terms and conditions for payment instruments for children and young persons aged between 13 and 18.**

#### **19. Entering into the agreement. The consent of a guardian**

Where the agreement requires the consent of the guardian(s), the guardian(s) hereby confirm(s) that:

The account holder is granted the right to use the payment card to purchase goods and services, including the use of the card for online purchases and contactless payment without the use of personal security information. Consent is granted for use within the withdrawal and debit limits set for the payment card.

Upon reaching the age of 13, the account holder may use the payment card for purchases online and the guardian(s) understand(s) that this means and will take particular note of the fact that:

- (i) Purchases on the Internet may be paid for in advance and agreements entered into may be considered to have been approved in advance by the guardian(s) where the payment card is used for purchases on the Internet with the risk that this carries
- (ii) The extent to which merchants have the right to place a hold on amounts in the account in connection with orders for goods and services
- (iii) The vendor/payee cannot tell that the customer is a minor and that consent may be equated with subsequent approval of the purchase agreement (the agreement will be valid regardless of the fact that the contract counterparty is a minor)
- (iv) The bank cannot be held liable for losses occurring as a result of the use of the payment card for purchases online, including losses suffered by the vendor/payee if the agreement is disputed on the grounds of legal incapacity.

In the case of account holders who have not reached the age of 15, a guardian acting alone may revoke the right of the account holder to operate the account and use the payment card by contacting the bank.

#### **20. Use of the payment card for purchases on the Internet**

When the payment card is used for purchases of goods and services on the Internet, the embossed number on the face of the card will be used for this purpose. The account holder will normally confirm payment using personal security information, although in some cases the payment card can be used without personal security information.

#### **21. Updating of the card information**

The bank will forward updated card information to Visa (Mastercard, where applicable) to enable the information held by the acquirer and merchants to be updated and allowing fixed and regular payments relating to the expired card to continue based on the new card information. The account holder/guardian is requested to contact the bank if automatic updating of this nature is not required.

#### **22. Available balance**

If the account holder negligently or intentionally debits the account in excess of the available balance, the account holder will be required pursuant to Section 1-1 of the Damages Act to compensate the losses of the bank in so far as this is found to be reasonable in light of the account holder's age, maturity, the behaviour in question, financial means and other prevailing circumstances.

### **23. Liability for non-approved use of the payment card**

A payment transaction will be considered to have been approved only if the payer has given his/her consent to the payment transaction in the manner agreed between the account holder and the bank. This will also apply if consent to the payment transaction was given via the payee. The bank is liable for losses attributable to a non-approved payment transaction except as otherwise provided for below.

The account holder is liable for up to NOK 450 for losses on non-approved payment transactions resulting from the use of a lost, stolen or unlawfully-obtained payment card. Nevertheless, the account holder will not be liable for this sum if the account holder could not have discovered the loss, theft or unlawful acquisition in advance and has not acted fraudulently

The account holder is liable for up to NOK 12000 for losses on non-approved payment transactions if the loss is due to the grossly negligent failure of the account holder to fulfil one or more of the obligations provided for in clause 7 Safeguarding the payment card and personal code/security information and reporting their loss. If the loss is the result of the intentional failure of the account holder to fulfil the obligations provided for in clause 7 Safeguarding the payment card and personal code/security information and reporting their loss such that the account holder must have understood that this breach of the agreement represented a real risk of abuse of the payment card, the account holder shall bear the entire loss. The same shall apply if the loss is the result of fraudulent actions on the part of the account holder.

### **24. Claims. Reversals**

The bank's obligation to reverse a debit does not apply to the sum of NOK 450 payable by the account holder.

### **25. Special conditions relating to purchases on the Internet using the payment card's Visa facility**

#### **25.1 Area of application**

These special conditions apply to the account holder's use of the payment card's Visa facility for the purpose of purchasing goods or services online.

#### **25.2 The right to be re-credited for amounts debited in certain situations**

If the account holder has used the Visa facility on his/her payment card for purchases on the Internet, he/she will be entitled to be re-credited the amount debited by the bank in the following circumstances:

- a) If the account holder has not received the goods that were ordered or has not received the service that was ordered and this is due to the inability or unwillingness of the service provider to deliver.  
If the delivery date for the goods or service is not specified, the account holder must wait 15 calendar days from the transaction date before making a claim against the bank.  
The account holder cannot make a claim against the bank if the non-delivery of goods was due to the retention of the goods by the customs authorities in the account holder's country.  
Nor can the account holder make a claim against the bank if non-delivery of a service is due to the failure of the account holder to cancel a hotel booking or car hire service within the time for cancellation specified by the service provider.
- b) If the goods received were damaged or destroyed when received by the account holder.  
The account holder must wait 15 calendar days from the date on which the goods were returned to the vendor or before making a claim against the bank.
- c) If the goods received are not the goods originally ordered by the account holder.  
The account holder must wait 15 calendar days from the date on which the goods were returned to the vendor or before making a claim against the bank.
- d) If the vendor/service provider fails to repay the account holder in accordance with a repayment undertaking given by the vendor/service provider in compliance with Visa Europe's regulations (referred to as a "Credit Transaction Receipt" in Visa Europe's regulations), or if the account holder returns goods or services in accordance with the vendor/service provider's conditions for returns/cancellations and the vendor/service provider fails to issue a Credit Transaction Receipt as required in Visa Europe's regulations.

The account holder must wait 15 calendar days from such time as a valid Credit Transaction Receipt is issued, if applicable 15 calendar days from the return/cancellation of the goods/service, before making a claim against the bank.

The account holder cannot make a claim against the bank on the grounds of dissatisfaction with the quality of the delivered goods or service.

#### **25.3 Attempt to reach a settlement with the vendor, documentation, time-limit for lodging a claim etc.**

Before the account holder lodges a claim against the bank for the re-crediting of the account, the account holder must attempt to resolve the situation directly with the vendor or service provider.

It is the responsibility of the account holder to prove that the conditions for re-crediting are in place. Before any sums are re-credited, the bank may require the account holder to provide reasonable documentation in evidence of this.

Claims against the bank must be made without unaccounted delay and no later than 60 days after the transaction date for the purchase. In the case of re-crediting claimed in accordance with 5.2 a), the 60-day time-limit commences on the date on which the goods or service should have been received or the date on which the account holder became aware that the goods or service would not be received. The claim must under no circumstances be lodged later than 480 days after the transaction date for the purchase.

Claims lodged after the 60-day time-limit, but within 120 days, may be met, provided that the bank is able to obtain coverage of the claim under Visa Europe's regulations. The bank has a duty to assist the account holder and to be instrumental in ensuring that claims presented during this period also receive coverage.

#### **25.4 Limitations in liability**

The liability of the bank is limited to the amount in Norwegian kroner debited from the account holder's account in the transaction.

Furthermore, in the events of the non-receipt of goods or services, the liability of the bank will be limited to whatever part of the order was not received.

Furthermore, in the event of the return of goods that are damaged or not as ordered, the liability of the bank will be limited to the unused part of the goods.

**25.5 Additional information concerning the use of the payment instrument's Visa facility in other cases**

Under Visa Europe's regulations, the account holder may enjoy certain rights relating to the use of the payment card's Visa facility which extend beyond the rights directly provided for in the agreement between the account holder and the bank. In the event of incorrect debiting or other irregularities relating to use of the payment card's Visa facility, the account holder shall raise the matter with the bank without delay, in order to safeguard his/her interests in this respect.