

Innholdsfortegnelse

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|--|---|
| 1. A brief description of the service | 7. Debit limits etc. |
| 2. Conclusion of agreement and information | 8. Debiting of the account |
| 3. Prices and pricing information | 9. Prior hold |
| 4. The issuing of payment cards and establishing the personal security information | 10. Debiting in arrears |
| 4.1. The issuing of the payment card. The personal code | 11. Cancellation of payment transactions |
| 4.2. Payment cards issued to parties other than the account holder (e.g., supplementary cards) | 12. Receipts. Checking the statement of account |
| 4.3. The validity of the payment card. Renewal | 13. Overdrawing |
| 5. Safeguarding the payment card and the personal code/ security device and reporting their loss | 14. Repayment where the exact amount was not authorised |
| 6. Using the payment card | 15. Liability for non-approved use |
| | 16. Claims. Reversals |
| | 17. The blocking of the payment card by the bank for reasons of security etc. |
| | 18. Technical failures, book-keeping errors or similar circumstances |

Attachments: Special conditions relating to purchases on using the payment card's Visa facility

- A) Area of application
- B) The right to be re-credited for amounts debited in certain situations
- C) Attempt to reach a settlement with the vendor, documentation, time-limit for lodging a claim etc.
- D) Limitations in liability
- E) Additional information concerning the use of the payment card's Visa facility in other cases

Alternative attachments: Special conditions relating to purchases on the Internet using the payment card's Mastercard facility

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 cards are linked.

Payment cards mean payment cards and other card-based payment instruments, including, 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 2 *Conclusion of agreement and information* and clause 6 *Use of the payment card*. The account holder will normally be required to confirm the payment using 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 payment cards for Visa/Mastercard are 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 account holder agrees to follow the rules and instructions issued by the bank concerning the use of the payment cards as applicable from time to time.

2. Conclusion of agreement and information

These contract conditions are supplemented by the bank's General Terms for Deposits and Payment Services. In the event of conflict, these contract conditions shall take precedence over the General Terms for Deposits and Payment Services.

The contract conditions apply to both the BankAxept and the Visa/MasterCard facilities of the payment card, except as otherwise expressly provided.

In the information, rules and instructions provided to the account holder, the account holder must take note of the following points in particular:

- a) the areas of use for the payment cards
- b) situations in which the payment cards may be used without the use of a personal code or other personal security information or signature, and the claims that may be charged to the account holder's account as a consequence of such use
- c) the way in which the account holder shall provide proof of his/her identity when using the payment cards in the various areas of use
- d) the safekeeping of the payment card, personal code or other similar 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 stipulated limits for withdrawals and for debiting the account in respect of the area(s) of use in which the payment cards may be used
- 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 subsequent blocking of the account in this eventuality
- g) the extent to which merchants may place a hold on amounts in the account in connection with the ordering of goods or services
- h) the account holder's liability and risk in the event of the non-approved payment transactions.

3. Prices and pricing information

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

If the payment card is used for transactions in currencies other than the currency in which the account is nominated, the amount on the sales invoice or withdrawal receipt will be converted from the currency of the country of use 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 payment for settlement. The amount will be converted at the market rate for buying/selling foreign currency with the addition of a conversion charge.

4. The issuing of payment cards and establishing the personal security information

4.1. The issuing of the payment card. The personal code

The bank will issue the payment card for use in for example point of sale terminals, ATMs and other payment solutions. If required by the bank, the payment card shall be signed or activated by the account holder upon receipt of the payment card. Activation may also be possible when the payment card is used for the first time.

The account holder will be allocated, or, where applicable, given the option of choosing, 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 codes/security information to account holders.

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

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

Subject to agreement with the bank, the account holder may give others the right to operate the account by means of a payment card. If the account holder gives other parties the right to operate the account in this way, the account holder will be liable in full for all debiting of the account resulting from the use of the payment card by the secondary account holder, including any overdrawing of the account.

Moreover, the secondary account holder is liable for his/her debiting of the account in the same way as the account holder. In using the payment card, the secondary account holder may have access to account information to the extent permitted by the system.

By accepting these agreement terms, the secondary account holder agrees to be bound by these terms and conditions insofar as they are applicable. The secondary account holder will be allocated, or given the option of choosing, a personal code and/or, where applicable, other security information.

When the account and/or the contractual relationship with the account holder and/or secondary account holder comes to an end, or if instructed by the bank on some other reasonable grounds, the secondary account holder shall return, destroy or deactivate the payment card without delay. If the authorisation is withdrawn, the account holder shall inform the bank and otherwise assist in the return/destruction of the payment card or assist in other ways in ensuring that the secondary account holder is not able to use the payment card.

4.3. The validity of the payment card. Renewal

The payment card can be issued for a specific period of validity. The account holder will be issued with or sent a new payment card in advance of the expiry date unless the agreement has been terminated by the account holder or the bank.

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

5. Safeguarding the payment card and personal code/security information and reporting their loss

The payment cards are personal and must not be transferred or entrusted in other ways to or used by anyone other than the person to whom they were issued. The account holder must ensure that third parties are not given access to the payment cards 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 customer permits 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 unlawful acquisition/use etc.

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

The account holder must notify the bank or the bank's nominee without undue delay if the account holder becomes aware of the loss, theft or unlawful use or acquisition of the personal code/security information, payment card or mobile telephone or other digital equipment to which the payment card is linked, that an unauthorised person or persons has/have obtained the personal code and/or other security information, or of unlawful use. The account holder shall use the notification services provided 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 type is received, the bank shall prevent all further use of the payment card. The bank shall provide the customer 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 shall inform the bank without unaccounted delay if the payment card or mobile telephone, or other digital equipment to which the payment card is linked is recovered.

6. Using 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. The trademark is marked on the card and indicates the card scheme on which the card is based. 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 must normally confirm the payment using personal security information. The payment card may be used without personal security information or signature, for example in contactless payments or, in some cases, for purchases on the Internet.

The account holder may give advance approval for multiple future direct debits by one or more specified merchants. By notifying the bank in writing, the account holder may revoke advance authorisations of this nature for amounts that have not yet been debited.

Where required by the system, the account holder shall sign the receipt, debit note or similar debit authorisation. If requested to do so when a signature is used the account holder shall present satisfactory proof of identity.

The account holder may grant merchants that are Norsk Rikstoto commission agents permission to retrieve and register the account holder's name and account number and/or confirm that the PIN code given by the account holder is the PIN code for the payment card being used (validation transaction). The bank will then release the information to the merchant. To perform the service the payment card is inserted in the point-of-sale terminal. The merchant and Norsk Rikstoto shall inform the account holder of the information that is registered and the purpose of the registration. The account holder's use of this service is a matter between the account holder and Norsk Rikstoto.

7. Debit limits etc.

The payment cards may be used within the limits specified for withdrawals and debits, for example limit per debit, per time period and total amount. The debit limits may be dependent on the payment card used and on whether the payment card is used with or without a personal code and/or other personal security information.

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

8. Debiting of the account

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

9. Prior hold

If the merchant (vendor/service provider) has a particular need to ensure that settlement with the account holder for the amount of the transaction takes place, a prior hold for an amount may be placed on the account holder's account. A prior hold of this nature requires the consent of the account holder. This may be given without the account holder using the personal code/security information or signature. Typical situations in which prior holds may occur are when refuelling a vehicle, at a hotel or when ordering goods or services on the Internet, by mail order or by telephone or in other forms of remote sale. The hold will be lifted when the account is debited for the amount of the purchase. If the account holder has not consented to the prior hold, he/she may contact the bank to secure the release of the hold.

10. Debiting in arrears

The bank may debit the account holder's account in arrears for certain claims arising in connection with hotel accommodation, car rental etc. if when ordering the service or in the agreement with the sales establishment the account holder accepted the debiting of the account in this way or was made aware of the right of the bank to debit the account in this way. Debiting in arrears of this nature will be based on the agreement for hotel accommodation, car rental, online purchase etc. and will not require the account holder to resubmit a personal code/security information or signature.

Merchants in Norway are required to give/send account holders prior notice of debiting in arrears that does not take place in immediate connection with the use of the payment card. If the amount has been charged to the account and the account holder denies liability for the debit, the account holder may submit a claim for the debit to be reversed in accordance with the provisions of clause 16 *Claims. Reversals below*.

11. Cancellation of payment transactions

Payment takes place when the payment order is approved by the account holder and accepted by the payment system. After this point, the account holder cannot stop or cancel the transaction, unless the debit has been made by means of a prior hold or debit in arrears and enabling cancellation to proceed under the applicable rules.

12. Receipts. Checking the statement of account

The receipt that the account holder receives when using the payment card should be retained for subsequent checking against the overview of transactions provided in the digital banking services (online bank and the like) or other information on movements in the account. The account holder must notify the bank as soon as possible and no later than 13 months after the date of the debit if the information from the bank does not match the account holder's own records.

13. Overdrawing

The account holder does not have the right to debit the card for amounts exceeding the balance available in the account at the time of the debit. The account holder must reimburse unauthorised overdrawings immediately.

In the case of unauthorised overdrawing of the account, the bank has the right to debit the account for overdraft interest as well as any charges for reminders.

The overdrawing of the account is a breach of contract that, depending on the circumstances, may in addition to liability for damages result in the cessation (termination) of the account and criminal liability.

If the account holder has received incorrect information on the balance available in the account and, acting in good faith, charges the account for amounts in excess of the available balance, the bank will not be entitled to claim interest from the account holder on the amount overdrawn or impose other charges until the account holder has been given reasonable time to remedy the situation.

14. Repayment where the exact amount was not authorised

The account holder may claim repayment of the full amount of a payment transaction including interest implemented by or via the payee if the account holder can prove that

- a) the account holder had not approved the exact amount of the payment transaction, and
- b) the amount exceeded what the account holder might reasonably have expected on the basis of past patterns of use, the terms of the framework agreement and other circumstances.

Nevertheless, this right to repayment will not apply if the account holder's consent to the payment transaction was given directly to the bank, and the account holder, where relevant, was notified of the future payment transaction at least four weeks before the due date.

The account holder must present any claim for repayment no later than eight weeks after the debit date. Within 10 days of receiving the claim for repayment, the bank shall either return the full amount of the payment transaction including interest or provide a reasoned refusal of the claim, giving information on the right to bring the matter before the Norwegian Financial Services Complaints Board.

15. 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 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 was caused by the grossly negligent failure of the account holder to fulfil one or more of the obligations provided for in clause 5 *Safeguarding the payment card and personal code/security information and reporting their loss*. If the loss the result of the intentional failure of the account holder to fulfil one or more of the obligations provided for in clause 5 *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 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.

The account holder is not liable for losses resulting from the use of a lost, stolen or unlawfully obtained payment card after the account holder has alerted the bank in accordance with clause 5 *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 5 *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.

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.

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 struck 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, the bank shall without delay and no later than by the end of the next business day carry back 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 does not apply to the sum of NOK 450 payable by the account holder, unless the payment card has been used without the personal code or other equivalent security device.

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

If the account holder suspects that he/she has been the victim of a criminal act in conjunction with the debiting of the account, the bank may require the account holder to report the matter to the police.

The account holder shall submit a written report to the bank 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 pursuant to clause 5 *Safeguarding the payment card and personal code/security information and reporting their loss*, the bank may block the payment card if there are objectively-justified reasons 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 card 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 failures, 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 errors of this nature by the merchant. Should the account holder 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 result of an operational failure in the payment system or similar circumstances, or if the ATM or merchant has run out of bank notes, unless the bank has acted negligently. Such liability for negligence shall be limited to the direct losses sustained by the account holder.

Attachments: Special conditions relating to purchases on the Internet using the payment card's Mastercard facility

A. Area of application

These special conditions apply to the account holder's use of the payment card's **international** facility for the purpose of purchasing goods or services over the Internet.

B. The right to be re-credited for amounts debited in certain situations

If the account holder has used the **international** facility on his/her payment card for purchases over 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 fact that the account holder failed to cancel a hotel 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.
- d) If the vendor/service provider fails to repay the account holder in accordance with a repayment undertaking given by the vendor/service provider that satisfies the regulations of the international card companies (MasterCard and Visa) (referred to as a Credit Transaction Receipt), or if the account holder returns goods or cancels goods or a service 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 to do in the regulations of the international card companies.
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.

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

Before a claim is lodged 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 have been met. 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 21.2 a), the 60 day time-limit starts 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 the international card companies 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.

D. Limitations in liability

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

E. Additional information concerning the use of the payment card's international facility in other cases

Under the international card companies regulations, the account holder may enjoy certain rights relating to the use of the payment card's international 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 international facility, the account holder shall raise the matter with the bank without delay, in order to safeguard his/her interests in this respect.