

# Card agreement for credit cards and charge cards Consumer, effective 1. November 2019

## 1. Brief description of the card service

The credit card/charge card is a payment card which can be used in terminals to pay for goods and services (payment terminals), to withdraw cash from cash machines (ATMs) and in other areas of use as specified. The card holder may use the payment card within agreed withdrawal and transaction limits. Used credit is repaid according to invoice.

## 2. Games and bets etc.

The payment card (including the card number) must not be used to pay for stakes for participation in games, bets or any other type of gambling (including on the Internet) even though the merchant or card terminal accepts the payment card as a means of payment. Any use of the payment card which violates this card use restriction will be regarded as a material breach and will entitle the card issuer to terminate the Agreement. The extent to which the card holder is legally obligated to pay debt which the card holder has incurred as a result of the credit card being used in violation of this provision is governed by Section 12 of the Enforcement Act of the Norwegian Penal Code (*Straffeloven*).

## 3. Application and establishment of the contractual relationship

### *Application and credit rating*

The applicant must submit a payment card application form to the card issuer or the card issuer's representative. The person(s) signing the application grant(s) permission to further data being collected for the processing of the application (including credit data). By his/her signature on the application, the applicant confirms that he/she is familiar with these contractual terms. The card issuer or the card issuer's representative may reject the application, including on the basis of a prior credit rating. No later than concurrently with the forwarding of the card, the applicant must have received complete information about the credit relationship, including detailed price and interest information stated in 'Standard European Consumer Credit Information' (SECCI form).

The customer must sign (electronically or on paper) the overall terms and conditions for the Agreement before the card is taken into use.

### *Proof of identity*

In connection with the establishment of the customer relationship, the applicant must state his/her full name, place of residence, Norwegian national ID number or D-number (temporary identification number). If the applicant has neither a national ID number nor a D-number, he/she must state his/her date of birth, place of birth, citizenship and gender. Prior to receipt of the card, the applicant must identify himself/herself and confirm that the information provided is correct.

The card issuer or the card issuer's representative may check the data provided in the application.

### *Right of cancellation*

The card holder has a right to cancel the Agreement by notifying the card issuer thereof within 14 calendar days from when the Credit Agreement was entered into or, if this is a later date, from the day on which the card holder receives the contractual terms and information in accordance with Section 48 of the Norwegian Financial Contracts Act (*Finansavtaleloven*). If the notice is given in writing, the deadline is regarded as having been met if the notice has been sent before the expiry of the deadline. When exercising the right of cancellation, the card holder must, without undue delay and no later than 30 calendar days after the notice has been sent, repay the credit amount and pay nominal interest – without commission – which has accrued from when the credit facility was used and until the credit amount is repaid. Section 51b of the Norwegian Financial Contracts Act applies to the right of cancellation connected with the credit facility. Any right of cancellation regarding the purchase of goods or services must be addressed to the merchant.

### *Electronic communication*

The card holder consents to the following: a) That electronic communication can be used to provide information and notices which, by law, must be given in writing and b) That agreements which, by law, must be entered into in writing can be entered into by means of electronic media. c) That electronic communication can be used for the provision of all information regarding travel insurance and any other insurance connected with the card (including, for example, but not limited to, provision of insurance certificate and insurance terms).

Information on the bank's public websites and/or Internet advertisements will be regarded as sufficient in cases in which requirements are made for notifications in public media. All requirements for written form generally equate electronic communication with communication in hard copy.

## 4. Information about card use

As regards the information that the card holder receives, the card holder should especially note the following points:

- a) the areas of use of the payment card
- b) in which situations the payment card (including the payment card number) can be used without a personal identification number (PIN) or other personal security device or signature, and the amounts which may be charged to the card holder as a result of such use
- c) how the card holder must prove his/her identity when using the payment card within its different areas of use
- d) safekeeping of the payment card, PIN or other personal security device and advice about which codes should not be chosen
- e) the withdrawal and transaction limits stipulated for the area(s) of use for which the payment can be used
- f) the card holder's rights pursuant to Section 54b of the Norwegian Financial Contracts Act
- g) the procedure for notification of loss of the payment card and/or PIN/security device and blocking of the payment card in such case
- h) to which extent merchants are entitled to reserve amounts on the payment card in connection with the ordering of goods and services
- i) the card holder's liability and risk in relation to unauthorised payment transactions
- j) nominal interest rate and effective interest rate for used credit
- k) rules on right of cancellation.

## 5. Prices and price information

Information about interest and other costs of establishing, holding and using the payment card is provided in the card issuer's current price list, account information and in 'Standard European Consumer Credit Information' (SECCI form). If the agreed withdrawal and transaction limits for use of the payment card are exceeded, the card issuer may charge overdraft interest in accordance with the card issuer's interest rates for this in force from time to time and stated in the price list. When the payment card is used for payments in other currencies than the currency of the account to which the card is linked, the transaction amount on the sales receipt or withdrawal receipt is converted to Norwegian kroner from the currency of the merchant country on the same day that the amount is settled between the foreign bank and the card holder's bank. The day of conversion will depend on how quickly the foreign merchant, or the merchant's bank, sends the card transaction for settlement.

The market rate for buying/selling of currency plus a conversion charge will be used for the conversion.

## 6. Adjustment of interest rate and fees etc.

The card issuer may unilaterally increase the interest rate for the credit facility if there are reasoned grounds for this based on decisions and transactions by Norges Bank, the Norwegian

central bank, which affect money market rates, changes in bond interest rates, other credit policy decisions or changes in the general level of interest rates for bank deposits. The card issuer may also unilaterally increase the interest rate if there are reasoned grounds for this based on the consideration for the card issuer's long-term earnings capacity, restructuring of the card issuer's deposits or corresponding special conditions concerning the card issuer's business, and if there are reasoned grounds for the changes in the form of a follow-up of the public authorities' view on the interest rate policy pursued by banks. Finally, the card issuer may unilaterally increase the interest rate if there are reasoned grounds for this based on individual aspects of the credit facility, for example where other changes occur in the card holder's situation which mean that the credit facility entails an increased risk for the card issuer. Where the card issuer increases the interest rate with reference to the above circumstances, the card issuer must generally lower the interest rate correspondingly when the circumstance(s) that gave rise to the interest rate increase no longer exist(s). However, the card issuer may refrain from doing so if other circumstances of the above types have occurred in the meantime which provide a basis for increasing the interest rate. The card issuer may also unilaterally increase fees (annual fee for card, transaction fees etc.) and other costs for the credit facility if there are reasoned grounds for the change based on changes in the card issuer's costs or restructuring of the card issuer's price structure. Changes in accordance with the above paragraphs may be implemented at the earliest six weeks after the card issuer has sent a written notice about the change to the card holder; see Section 50(3) of the Norwegian Financial Contracts Act.

A shorter deadline may, however, be applicable if the change is made as a result of the occurrence of a significant change in money market rates, bond interest rates or the general level of interest rates on bank deposits. The basis, scope and time for the implementation of the change must be stated in the notice to the card holder.

The notice must also contain information about the new effective interest rate and nominal interest rate as well as other costs that will be charged to the card holder.

The scope of changes made in accordance with the above must be commensurate with the circumstances on which the change is based. The fixing of interest rates, fees and other costs must not entail any unfair differential treatment between the card issuer's customers. A notice of changes to interest rate, fees and other costs will be sent by regular post to the card holder's principal address or other address of which the card issuer has secure knowledge. If the card holder uses the card issuer's online banking services, the notice of changes to interest rate, fees, charges and costs will only be sent to the ebanking mailbox.

#### **7. Issuing of payment card and personal identification number (PIN)**

The card issuer will prepare the payment card for use in payment terminals, ATMs and other card systems within the specified areas of use. The payment card is personal and must not be transferred or otherwise handed over to or used by people other than the person to whom it was issued. The card issuer may require that the card holder signs the payment card upon receipt thereof. The card holder will be assigned a PIN and possibly another personal security device. The card issuer must have satisfactory procedures for the issuing/handing over of payment cards and PINs/security devices to card holders. On termination of the Agreement, or if the card issuer so demands on other reasonable grounds, the card holder must immediately return or destroy the payment card. Further use of the payment card will be blocked.

#### **8. Payment card for persons other than the card holder (additional cards)**

By agreement with the card issuer, the card holder may grant other persons a right to dispose of the card account through the use of one or more additional cards in the additional card holder's name (so-called additional cards). The card holder is fully liable for transactions made by the additional card holder using the additional card. Use of the additional card may give the additional card holder access to the card account.

The terms and conditions for this Agreement also apply, where appropriate, to the additional card holder. The card issuer may

require that the additional card holder signs the additional card upon receipt thereof.

On termination of the Agreement with the card holder and/or with the additional card holder, or if the card issuer so demands on other reasonable grounds, the card holder and/or the additional card holder must immediately return or destroy the additional card. Further use of the additional card will be blocked. If the additional card holder's right to use the additional card is revoked, the card holder must notify the card issuer thereof and participate in ensuring that the additional card is returned/destroyed or in other ways make sure that the additional card holder is unable to use the additional card.

#### **9. Validity period of the payment card. Renewal**

The payment card is issued for a defined period of validity. The card holder will receive a new card before the expiry date, unless the Agreement has been terminated by the card holder or the card issuer.

The bank will forward card information to Mastercard for updates with the acquirer and merchant for recurring and daily payments made with the expired card. Hence payments may be continued based on the new card information. If the card holder does not wish such automated update, the card holder may contact the bank.

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

The card is personal and must not be transferred or otherwise handed over to or used by people other than the person to whom it was issued.

The card holder must ensure that the card does not fall into the hands of unauthorised persons. The card holder must take all reasonable precautions to protect his/her PIN and other personal security device linked to the payment card as soon as he/she has received it. The PIN/security device must not be disclosed to anyone, not even to the police or the card issuer. Moreover, the PIN/security device must not be used under circumstances where it can be seen or memorised by others. The PIN must be memorised. If it is nevertheless necessary to write down the code, this must be done in such a way that it is impossible for anyone other than the card holder to understand what the digits relate to. Such a note must not be kept in the proximity of the card. The card holder must notify the card issuer or the card issuer's appointed representative without undue delay if the card holder becomes aware of loss, theft or unlawful acquisition of the payment card, that the PIN/security device has come to the knowledge of unauthorised persons or of unauthorised use. The card holder must make use of the card issuer's available means of notification, and otherwise contribute to the payment card being blocked as quickly as possible. Once such notification has been given, the card issuer will block use of the payment card.

The card issuer must confirm to the card holder that such notification has been given and the time of such notification and ensure that the card holder can document that he/she has given such notification for a period of 18 months after the notification was received.

The card issuer will not charge a fee for such notification. The card holder must inform the card issuer immediately if the payment card is found.

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

When using the card, the account holder normally keys in his/her PIN. Where required by the system, the account holder will, instead of using his/her PIN, sign a receipt, debit note, or similar debit authorisation. When a signature is used, the card holder must present satisfactory ID as required.

The payment card may also be used without PIN or signature, for example in connection with contactless payments or online transactions. In connection with online transactions, the account holder must use other assigned personal security device.

The card issuer is not responsible for executing payment transactions if national or international sanctions aimed at states, companies, persons or other legal persons prevents execution of the transactions.

#### **12. Withdrawal and transaction limits etc.**

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

The withdrawal and transaction limits may depend on whether the card is used with or without PIN and/or other assigned personal security device. The card issuer may notify the card holder of changes in areas of use and withdrawal and transaction limits at two months' notice. Provided that security considerations make this necessary, the card issuer may, without any prior notice, limit the area of use of the card, lower withdrawal and transaction limits and make other changes in security devices or the like. The card issuer must notify the card holder thereof as soon as possible after the change.

### **13. Advance reservation**

Where the merchant (seller/service provider) has a special need to secure the execution of the subsequent payment settlement, an amount may be reserved on the card account. Such advance reservation requires the card holder's consent. This can be done without the card holder using his/her PIN/security device or signature.

Advance reservations may typically be made when the payment card number has been registered in the payment terminal at hotels or the like, or when the payment card number has been given to the merchant in connection with the ordering of goods or services by mail or telephone order or other forms of distance selling. The amount is normally reserved for 2-4 days, however, with the advance reservation being deleted when the payment is debited to the card account. If the card holder has not accepted the advance reservation, he/she can contact the card issuer to have the reservation cancelled.

### **14. Backcharge**

The card holder may be backcharged for certain claims that have arisen in connection with stays at hotels, car rentals etc. if, when ordering the service or entering into the agreement with the merchant, the card holder has accepted such backcharge or been made aware of the card issuer's right to such backcharge. Such backcharge is made based on the agreement on the hotel stay, car rental etc. and without requiring the card holder to use his/her PIN/security device or signature again. Merchants in Norway are obliged to notify the card holder in advance of backcharges which are not made in immediate connection with the use of the card.

### **15. Revocation of payment transactions**

Payment has taken place when a card transaction (the payment order) has been approved by the card holder and accepted by the payment system. The card holder cannot stop or revoke a payment transaction (see Section 28 of the Norwegian Financial Contracts Act) after the card holder has consented to the transaction, using, for example, his/her PIN/security device or signature.

### **16. Receipts and user control**

The card holder's receipt for use of the payment card should be kept for subsequent control against the statement of card account transactions which the card holder receives from the card issuer. The card holder must notify the card issuer as soon as possible, and not later than 13 months after the date on which the amount was charged, if the information from the card issuer does not tally with the card holder's own records

### **17. Invoicing and payment**

Payment of the used credit is made by further agreement between the card issuer and the card holder. The terms of payment are stated in the invoice. If due payment is not made according to invoice, the card issuer may block the payment card. In case of late payment, default interest and fees will be charged in accordance with the provisions of the Norwegian Debt Collection Act (*Inkassoloven*).

### **18. Refund where exact amount was not approved**

The card holder may demand a refund of the full amount for a payment transaction initiated by or via the payee if the card holder can show that

- a) the card holder has not authorised the exact amount of the payment transaction, and
- b) the amount exceeded what the card holder could reasonably have expected based on his/her previous pattern of use, the terms

of the framework agreement or the circumstances in general. However, the right to a refund does not apply if the card holder's consent to the payment transaction was given directly to the card issuer, and, where relevant, the card holder was notified of the future payment transaction at least four weeks before the due date.

The card holder must make a claim for any refund no later than eight weeks after the date on which the amount was charged. Within ten days of receipt of the claim for a refund, the card issuer must either reverse the full amount of the payment transaction or provide a reasoned rejection of the claim with information about the right to bring the matter before the Norwegian Financial Services Complaints Board (FinKN).

### **19. Liability for unauthorised use of the payment card**

The card issuer is liable for unauthorised debiting (payment transactions) unless otherwise provided below. The payment transaction is regarded as unauthorised if the card holder has not approved it either before or after the transaction was concluded. The card holder is liable for losses of up to NOK 1,200 resulting from unauthorised payment transactions due to the use of a lost or stolen payment card if the PIN or other personal security device was used. The same applies to payment transactions resulting from unlawful acquisition of a payment card if the card holder has failed to protect the above personal security device, and it has been used. The card holder is liable for up to NOK 12,000 resulting from unauthorised payment transactions if the loss is due to the card holder having failed, through gross negligence, to meet one or more of his/her obligations under Clause 10 of this Agreement. If the loss is due to the card holder's wilful failure to meet his/her obligations under this Agreement, the card holder will be liable for the full loss. The same applies if the loss is due to the card holder having acted fraudulently. The card holder is not liable for losses resulting from the use of a lost, stolen or unlawfully acquired payment card after the card holder has notified the card issuer in accordance with Clause 10, unless the card holder has acted fraudulently. Nor is the card holder liable if the card issuer has failed to ensure that the card holder can give such notification; see Section 34(2), second sentence, of the Norwegian Financial Contracts Act.

The card holder's liability under this clause may be reduced in accordance with the rules of Section 36 of the Norwegian Financial Contracts Act if the payment card system does not meet proper standards, and the unauthorised use is connected with this.

### **20. Complaints. Reversal**

If the card holder disputes that he/she is liable for a transaction amount pursuant to the above liability rules, the card issuer must reverse the amount and compensate the card holder for the loss of interest from the time at which the amount was debited, provided that the card holder submits a claim for such reversal without undue delay after the card holder became aware or should have become aware of the matter, and no later than 13 months after the amount was debited. The obligation to reverse a debited amount does not apply if the card holder has acknowledged liability in writing for the registration of the transaction amount or, within four weeks from receipt of a written dispute from the card holder, the card issuer has brought legal action or brought the matter before the Norwegian Financial Services Complaints Board. If the case is rejected by the Complaints Board or a court, a new deadline of four weeks will run from the day on which the card issuer became aware of the rejection.

The obligation to reverse debited amounts in accordance with the first paragraph does not apply to the card holder's excess of NOK 1,200 unless the payment card was used without PIN or other personal security device.

The obligation to reverse debited amounts stated in the first and second paragraphs does not apply to incorrect registrations by the merchant which the card holder should have discovered when using the payment card to pay for the product or service. Such complaints must be made to the seller (merchant). The card issuer accepts no liability for the quality, nature or delivery of purchased goods or services, unless otherwise provided in or pursuant to the current legislation or follows from other

provisions of this Agreement. If the card holder suspects that he/she has been the victim of a criminal offence in connection with the registration of the transaction on the payment card, the card issuer may demand that the card holder report the matter to the police. The card holder must provide a written account of the circumstances surrounding any loss situation to the card issuer.

#### **21. Disputes under the law pertaining to the sale of goods – Section 54b of the Norwegian Financial Contracts Act**

If the card holder has disputes (complaints) and monetary claims against the merchant (seller) pertaining to the law on the sale of goods and relating to any goods or services paid for using the payment card, these transactions must first be disputed directly against the merchant. In so far as Section 54b of the Norwegian Financial Contracts Act is applicable, the card holder may, in his/her capacity of consumer, also assert the same disputes and monetary claims against the card issuer.

In such case, the card holder must, as soon as this is reasonably possible and regardless of the merchant's handling of the matter, notify the card issuer of the disputed amounts and monetary claim against the merchant and prove these on a balance of probabilities to the card issuer. If the card holder brings such claims against the card issuer as stated above, the card issuer may invoke the same objections against the card holder's claim as those the merchant can invoke (for example that the amount has been disputed too late or that there is no defect or deficiency in the product or service). The card issuer's liability is limited to the amount that the card holder has paid on the payment card in connection with the invoicing for the disputed purchase. No claim can be brought for cover of losses in excess of the paid amount.

#### **22. Card issuer's blocking of the payment card for security reasons etc.**

The card issuer can block the payment card regardless of whether the card issuer has received notification from the card holder pursuant to Clause 10 if there are reasonable grounds relating to the security of the payment card or suspicion of unauthorised or fraudulent use.

The same applies in connection with a significantly increased risk that the card holder cannot meet his/her obligation. The card issuer must notify the card holder in writing that the card has been blocked and inform him/her of the reasons for this. Such notification must be given before the payment card is blocked or, if that is impossible, immediately after the card has been blocked. If such notification will be detrimental to legitimate security considerations or contrary to the current legislation or provisions laid down in pursuance thereof, the card issuer may omit to give such notification.

#### **23. Technical failure, entry errors or the like**

The card issuer is liable for losses incurred by the card holder if the card holder's account has been incorrectly debited as a result of technical failure, entry errors or similar circumstances, including any such errors or faults arising at the merchant. Should the card holder invoke technical failure in the card system, the bank must render probable that the system functioned as it should at the time in question. The card issuer is not liable if the payment card cannot be used as a result of a breakdown of the operations of the card system, if the ATM has run out of cash or the like, unless the card issuer has acted negligently. Such liability for negligence is, however, limited to the card holder's direct loss.

#### **24. Card holder's termination of the Agreement**

The card holder may terminate the Agreement without prior notice.

In case of termination, the card holder must immediately pay any amounts owed, including interest and commissions for used credit, unless another repayment scheme has been agreed in writing.

On termination, the card holder will be reimbursed a proportionate share of any fixed period fee for payment services paid in advance.

#### **25. Card issuer's termination of the Agreement with and without notice**

The card issuer may terminate the Agreement in writing at minimum two months' notice if there are reasoned grounds for this. The reason for the termination must be stated. On such termination, the card holder will be reimbursed a proportionate share of any fixed period fee for payment services paid in advance. The terms of the Agreement for payment of the outstanding amounts to the card issuer will not be changed as a result of the termination. The card issuer may adjust downwards any unused credit limit if there are reasoned grounds for this, including in the event of changes in regulatory requirements or other framework conditions for the card issuer. The card issuer must inform the card holder in writing about the reason for the downward adjustment of the credit limit. If it is not possible to provide such reasons before the downward adjustment is made, the reasons must be given immediately afterwards. If the credit facility has been drawn on up to the maximum limit over time, the card issuer may demand that the credit be converted into a repayment loan with a term of up to five years. The card issuer may terminate the Agreement without notice in the event of material breach by the card holder. The reason for the termination must be stated.

#### **26. Illegal use of the charge card. Termination of agreement**

According to AML regulations the card issuer has a broad mandate to examine card use. The cardholder shall if the card issuer requires so, inform about his or the additional cardholder's use of the card. If the cardholder does not state such information or the card issuer has reason to believe that the cardholder or the additional cardholder use the card account in an illegal way or on illegal objects, the card issuer may terminate the agreement without notice. The same applies if the card issuer gets to know or has reason to believe that the cardholder has let others use the card in such a way.

#### **27. Card issuer's processing of personal data**

The card issuer is the data controller for personal data processed in order to supply the products and services agreed between the parties and for other purposes such as to meet legal obligations. For detailed information about processing of personal data, see Nordea's Privacy Policy. The Privacy Policy can be found at [nordea.no](http://nordea.no) or by contacting Nordea. The Privacy Policy contains information about rights in connection with the processing of personal data, such as right to access, rectification, data portability etc.

#### **28. Dispute Resolution – Norwegian Financial Services Complaints Board**

If a dispute arises between the card holder and the card issuer, the card holder may bring the dispute before the Norwegian Financial Services Complaints Board for an opinion when the Complaints Board is competent to hear the dispute and the card holder has a valid interest in obtaining the Complaints Board's opinion. The card issuer may bring before the Complaints Board disputes on incorrect charging of card accounts. Inquiries to the Financial Services Complaints Board are to be addressed to Finansklagenemda, Postboks 53, Skøyen 0212 Oslo, tel. +47 23 13 19 60.

For further information, see [www.finansklagenemnda.no](http://www.finansklagenemnda.no).

#### **29. Supervisory Authority**

The card issuer is subject to supervision by the Swedish Financial Supervisory Authority (*Finansinspektionen*) in Sweden and the Financial Supervisory Authority of Norway (*Finanstilsynet*) in Norway, Postboks 1187 Sentrum, NO-0107 Oslo.