

# **Net payment agreement between Nordea Bank Abp, filial i Norge and the Customer**

Version 1.3.1

This document has been translated from Norwegian into English. The original Norwegian wording is the governing text for all purposes, hereunder in the case of any discrepancy the Norwegian wording is to apply.

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

The service entitles the account holder to operate the accounts for purposes of payments, transfers between own accounts, receive e-Invoice, Direct Debit, etc.

## **2. Account agreements and prices**

The terms for operating an account via Netbank etc. are supplemented by the Bank's General terms for deposits and payment services. In the event of conflict, the terms for operating accounts via Netbank etc take precedence over the Netbank agreement and General terms for deposits and payment services.

The costs of establishing, maintaining and using the service appear from the Bank's prevailing price list, account information and/or as communicated in some other way.

## **3. Operating personal accounts**

Unless otherwise agreed, the service is linked to all accounts registered by the Bank in the name of the Customer, including accounts opened after the entry into of this agreement.

When operating the account by means of the service, the account cannot be debited beyond the applicable debit limits

In addition to sufficient funds control of the electronic payments, the Bank has a standard maximum amount limit per account per month. The amount limit can be changed in the way the bank has described.

## **4. Operation of third-party account**

Upon agreement with the Bank, the accountholder may use the service to operate a third-party account in the Bank, but only if after the third party in question has consented and authorise the accountholder to do so by entering into an agreement with the Bank for third-party operation of his/her account.

When the third-party account is operated, the agreed amount limit of the third-party account applies. The joint accountholder may agree on Direct Debit and e-Invoices on behalf of the third-party.

## **5. The Bank's execution of the payment order**

When paying a bill/invoice, any reference number identifying the bill/invoice (KID (customer identification number), invoice number/customer number etc) must be entered. If KID is not entered, the payment may be rejected.

Payment orders that are not for immediate execution will be saved in a so-called maturity register for execution on the date given by the accountholder (agreed payment date). The payment order is then deemed to have been received on the agreed payment date if this is a business day, or if this is not the case; on the following business day.

The Bank may refuse a payment order subject to reasonable grounds, for example if the order is not in accordance with the service instructions. The Customer will be informed electronically of the reason for the refusal.

The accountholder may ask to receive e-invoices from specified beneficiaries in Netbank or other agreed medium instead of paper invoices. The Bank is not responsible for the contents of the received e-invoices. If the Customer has access to the netbank of another bank, she or he will also have access to the e-invoices in this netbank.

The Bank is responsible for executing the payment order from the time when the order has been confirmed electronically.

#### **6. Revocation and changes to the payment order**

If the accountholder does not want a payment order to be executed by the Bank, the accountholder may up to and including the day preceding the agreed payment date revoke the payment order in the Netbank or by contacting the bank.

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

#### **7. Erroneous execution of payment orders by the accountholder**

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

The Bank has no liability for errors made by the accountholder in the payment order, for example incorrect account number for the beneficiary, incorrect KID number, typing error, etc. The Bank is, however, liable for errors in a payment order entered the Bank's net related payment services if the service does not provide such security against errors as the Customer or the general public may reasonably expect. The Bank is also not liable if the accountholder has deliberately ignored a special warning scheme established to prevent such errors. The same applies to losses due to wilful or grossly negligent erroneous use by the accountholder.

In order to assess possible gross negligence by the Customer, account should be taken of such things as whether the requirements as to caution and self-control which can reasonably be made to the user of the net related payment services have clearly been ignored, and to what extent the net related payment services provide such security against errors that the Customer or the general public may reasonably expect.

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