

Terms and conditions for digital banking - Consumer customers

1. A short description of the service

Digital banking means the use of electronic communication channels to offer bank services, such as online banking, mobile banking, including applications (apps) for digital units, or telephone banking. Digital units include mobile telephones, computers, tablets, smart watches and other digital devices.

The agreement enables the account holder to utilise the digital banking service to conclude agreements with the bank, operate accounts, receive and retrieve information about the account(s) and other services, receive electronic invoices etc. The customer dialogue describes the functions available in the individual channel and instructs the user on how to use the service.

2. Account agreements and prices

The terms of agreement for the digital banking service are supplemented by the instructions for using the digital banking service, including the customer dialogue in the service, and the bank's General Conditions for Deposits and Payment Services. In the event of conflict, the terms of agreement for the digital banking service will take priority over the General Conditions for Deposits and Payment Services.

The costs of opening, maintaining and using the digital banking service are shown in the bank's current price list and account information and/or will be communicated by some other appropriate means.

3. System and security requirements

The account holder must use up-to-date software, including operating system, web browser and other software to enable secure communication with the bank, as well as antivirus software. Furthermore, the account holder must follow the safety advice given by the bank at all times.

4. Code and security procedure

When or after the agreement is concluded the account holder will be issued with a personal code and/or some other security information and, if applicable, equipment for supplementary security procedures to enable the digital banking service to be used. The account holder must use this in accordance with the conditions governing issuance and use. If the digital banking service is linked to a mobile telephone, digital unit or other equipment, the account holder must exercise due care in ensuring that unauthorized third parties do not gain access to the account holder's digital bank.

The account holder must take all reasonable precautions to protect the personal code and/or other security information. The personal codes/security information must not be disclosed/made available to anyone, including the police, the bank, authorised signatories, family members or guardians. Furthermore, the security information must not be used in situations in which third parties might see or familiarise themselves with them. Personal codes must be memorised. Should it nevertheless prove 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 contents of the note. The note must not be stored near units, including any mobile telephone, digital unit or other equipment to which the digital banking service is linked.

The account holder shall alert the bank or the bank's nominee without unaccounted delay if the account holder becomes aware of the loss, theft or unauthorised use or acquisition of the personal code/security information or mobile telephone, digital unit or other equipment to which the digital banking service is linked or of unauthorised access to the account. The account holder must use the notification procedures made available by the bank and in other respects assist in such a way that the security information, digital bank or the account can be blocked as soon as possible.

When the bank has been notified in this way it shall without delay prevent any further use of the digital banking service. The bank will provide the account holder with confirmation of receipt of the notification and of the time that notification was given and ensure that for a period of 18 months after notification was given the account holder is able to document that such a notification was given. The bank will not impose a charge for notification of this nature.

The account holder must notify the bank without delay if the mobile telephone, digital unit or other equipment to which the digital banking service is linked is recovered.

5. Conclusion of electronic agreements and the distribution of electronic information

The customer may order banking services and conclude agreements on such services using the digital banking service.

The bank will send information concerning the account holder's deposits and payment services, for example, movements in the balance of the account and notices of changes in interest rates, charges etc. to the account holder's digital bank.

6. Operation of accounts

Unless otherwise agreed, the digital banking service may be used to operate all accounts for which the bank has registered the party in question as the account holder. This also applies to accounts opened after the signing of this agreement.

When operating the account by means of the digital banking service, the account cannot be debited for amounts exceeding the debit limit in force from time to time. The debit limit is specified in the digital bank and may be changed in the way specified by the bank.

The account holder must not give any other party the right or opportunity to operate or gain access to the account or account information using the account holder's digital bank.

7. Operation of the account of a third party

Subject to agreement with the bank, the account holder may use the digital banking service to operate an account with the bank held by a third party. If so, the third party in question must grant the account holder (the authorised user) power of attorney to do so and conclude an agreement with the bank permitting her/his account to be operated in this way.

If the account of a third party is operated by means of the account holder's digital bank, account the debit limit applicable from time to time to the digital bank account(s) of the authorised user (account holder) will apply, and the authorized user will be given the opportunity to enter into agreements on payment by AvtaleGiro on behalf of the third party. If offered by the bank, the account holder may use payment initiation services/account information services to operate the account of a third party.

8. Payment initiation services/account information services provided by the bank

If offered by the bank, the account holder, if applicable authorised operator, may use payment initiation services and/or account information services (PIS/AIS) via the digital banking service. When instructed by the account holder the bank will implement the payment initiation service and/or account information service and process the necessary information for performing the service(s). For the purposes of this section "the bank" means the role of the bank as a PIS/AIS provider. For the purposes of this section "account servicing payment service provider" means a third-party bank in which the account holder holds a payment account.

Under normal circumstances the account holder must use the method of logging in and authentication solution allocated to the account holder by the account servicing payment service provider. The bank must communicate with the account servicing payment service provider in a secure way and ensure that the account holder's personal security information is not accessible to anyone other than the issuer of the personal security information and the account holder him/herself, within the area of competence of the bank as a service provider.

In account information services the account holder is given access by the bank as the account information service provider to information from one or more specified payment accounts in third-party banks (account servicing payment service providers). The account holder grants consent for the bank to approach the account servicing payment service provider on behalf of the account holder and ask for the necessary information to be released. It is not the responsibility of the bank to verify that account information obtained from the account servicing payment service providers is correct and up to date.

The account holder may at any time choose to cancel the obtaining of account information as a consequence of which the consent to the obtaining of account information from other account servicing payment service providers will cease.

In payment initiation services, the bank, acting as the payment initiation service provider, enables the account holder to initiate payments from a payment account held with an account servicing payment service provider. A payment initiation service order will be deemed to have been received by the bank when the bank has received all the information required to perform initiation. In addition, the provisions of section 14 of the General Conditions will apply as far as applicable. When the bank has received an order, it will communicate the payment order to the account servicing payment service provider, which will in turn implement the payment transaction. When initiation is successfully implemented the account holder will receive confirmation from the bank that payment has been successfully initiated with the account servicing payment service provider with a reference for the order, the amount of the payment transaction and, where relevant, the size of any charges.

In the case of payment initiation services, the responsibility of the bank to the account holder is limited to the payment initiation service and does not extend to the implementation of the payment transaction. The account servicing payment service provider will implement and execute the payment and is responsible for this process. Confirmation of initiation as specified above will accordingly solely constitute confirmation of successful initiation, not confirmation that the payment has been executed.

Any claim by the account holder for a refund on the grounds that a payment transaction was not performed correctly or was not authorised must be directed to the account servicing payment service provider. The account servicing payment service provider must without delay refund the amount of the non-executed or inadequately-executed payment transaction to the account holder and where applicable return the account to the position that it would have been in had the payment transaction not taken place. To this end, the bank as the payment initiation service provider must prove that the transaction was authenticated, correctly recorded and not affected by technical failure or any other fault.

If the account holder initiated a payment transaction by the bank from a payment account with another account servicing payment service provider, the account holder cannot cancel the payment order after consent to the transaction has been communicated to the bank.

9. Execution of payments

The bank's responsibility for performing the payment order commences when the electronic dialogue in the digital banking service has confirmed receipt by the bank of the order.

When paying bills/invoices, the reference number identifying the bill/invoice to the recipient (KID – customer identification number, invoice number/customer number or the like) must be stated where available. If the KID number is not stated, there is a risk that payment will be refused.

The bank may reject the payment order on reasonable grounds, including where the order is not given in accordance with the guidelines provided in the service. The system's customer dialogue will state the reason for the rejection.

If a payment order is to be executed on a specific day, at the end of a specified period, or on the day on which the payer makes funds available, the account holder may register the payment in the digital bank to allow it to be debited on the date specified by the account holder (the agreed debit date). If so, the payment order will be considered to have been received by the bank on the agreed debit date, if this is a business day and otherwise on the next business day.

If the account holder does not wish the bank to proceed with a payment order, the account holder may cancel the order up to and including the day before the agreed debit date by using applicable functions in the digital banking service or by contacting the bank. If the order is cancelled, the bank will not be liable for any interest on late payment, collection charges etc. claimed by the party to whom the funds were to have been paid on the grounds of cancellation.

The bank will transfer the amount specified in the payment order to the recipient's bank within the end of the first business day after the payment order was deemed to have been received.

Further rules on the execution of payments, including transfer times and the responsibility of the bank in the event of delayed payment are provided in the General Conditions for Deposits and Payment Services.

10. Electronic invoices

10.1 Agreement on e-invoices

The account holder may enter into an agreement with the bank to receive e-invoices in the digital bank. If so, the e-invoice will replace ordinary paper invoices.

Acceptance of e-invoices is registered in the digital bank. If an agreement on e-invoices is concluded the account holder will be issued with a unique e-invoice address. If this facility is offered by the bank, the account holder may choose an "alias" which the account holder may use in place of the allotted unique e-address. The unique e-address (or, if applicable, the chosen alias) may be communicated to invoice issuers offering to issue e-invoices.

The digital banking facility offers account holders the option of declining to receive e-invoices from specified invoice issuers.

If the account holder has agreements on digital banking or similar access with multiple Norwegian banks, the e-invoice service agreement will apply to all the banks offering the e-invoice service. In digital banking facility, the account holder can register that she/he no longer wishes to utilise the e-invoice service, and this change will also take effect for any digital banking service offered by the other banks.

If the account holder has agreements on digital banking services with multiple Norwegian banks, the account holder will be able to access e-invoices in all banks offering e-invoice services registered under the account holder's national identity number. In addition, the account holder may ask his/her bank to display e-invoices processed in other banks and to display which banks processed the e-invoices. If the account holder terminates the digital banking agreement without at the same time terminating the e-invoice service, the e-invoices will continue to be sent to the account holder's remaining digital banking facilities in other banks.

For the purpose of distributing the e-invoices to the account holder's digital bank(s), the account holder's name, national identity number, e-invoice address and necessary contact information will be stored in a connection register. The information in the connection register can be released to banks or the associates of banks that need this information in order to distribute e-invoices from invoice issuers to the account holder's digital bank(s).

The invoice issuer's bank may also provide the invoice issuer with information on the name and necessary contact information for the account holder. The account holder's national identity number will be released only to invoice issuers with processing permission pursuant to the Personal Data Act to use the national identity number for the purpose of identifying customers in connection with the issuance of invoices and repayment of monetary claims. If the account holder has digital banking services with multiple banks the account holder may choose which bank she/he wishes to contact in the event of any alleged errors in the processing of information about the customer in the connection register.

The bank is not liable for the contents of the e-invoice and the monetary claim. Nor does the bank have any influence on which person the invoice issuer regards as the correct recipient of the claim.

10.2 Invoices received in a secure digital mailbox supplied by a third party

The account holder may arrange for the transfer of specific invoices/claims for payment from a secure digital mailbox for presentation and processing as an electronic invoice in the digital bank. If the account holder utilises a secure digital mailbox and has concluded an agreement with the bank concerning this service. The account holder may do so even if the account holder has not entered into an agreement with the Bank on e-invoices.

11. Errors on the part of the account holder in the execution of payment orders

If the bank has executed, or initiated through a payment initiation service, a payment transaction to the account number stated by the account holder in the payment order, it shall be deemed to have been correctly executed or initiated through a payment initiation service by the bank to the correct payee. This will apply even where, as well as the account number, the customer has supplied additional information. The account holder must follow the bank's instructions on exercising due care and conducting his/her own checks and follow any warnings the bank may give about breaches of security, errors and other matters.

The bank is not liable for errors on the part of the account holder when the payment order was issued, for example the incorrect specification of the payee account, KID number (customer ID number) or the like. The same applies in the case of losses caused by deliberate or grossly negligent incorrect use on the part of the account holder.