

## Terms and conditions for a Personal BankID (PersonBankID)

### 1. Brief description of the service

A Personal BankID consists of one or more electronic certificates by means of which the certificate holder (hereafter called "the Customer") creates digital signatures that can be used to secure electronic message exchanges and enter into agreements electronically. The digital signature verifies the sender's identity, links the message to the sender and makes it possible to detect any changes in the message. The Personal BankID can be used to secure electronic communication with the certificate issuer (hereafter called "the Bank"), other banks and BankID merchants.

Alliansesamarbeidet SpareBank 1 DA issues the Personal BankIDs for which the Bank enters into agreements with its customers. Alliansesamarbeidet SpareBank 1 DA is registered by the Norwegian Post and Telecommunications Authority as an issuer of authorised certificates and shall follow the rules set out in the Norwegian Act of 15 June 2001 concerning Electronic Signatures, including the liability rules in article 22 of the said act. The liability specified in the aforementioned rules shall apply in addition to the liability the Bank has accepted according to the terms of this agreement. The certificate issuer's liability is limited to NOK 100,000. The Bank's liability is set out in clause 13 of this agreement.

Queries concerning BankIDs should be addressed to the Bank.

### 2. Eligibility for a Personal BankID certificate

Personal BankIDs may be issued to physical persons who hold or are authorised to operate an account in the Bank.

The Bank has the right to refuse to issue a Personal BankID provided that it has sound professional reasons for such refusal.

### 3. Prices and price information

The charges for issuing, holding and using a Personal BankID are specified in the Bank's currently prevailing price list and/or communicated by other appropriate means such as being posted on the Bank's website.

When a Personal BankID that is stored on a SIM card is used, extra charges for use of the telecommunication network may be incurred. The telephone company's prevailing fees for use of a BankID stored on a SIM card are normally posted on the telephone company's website, and/or communicated by other appropriate means.

### 4. Identity checking and proof of identity

In connection with the issuing of a Personal BankID, the Customer shall present valid identification and confirm that the provided information is correct. The Customer shall present such proof of identity to the Bank or the Bank's representative in person unless he/she already has a customer relationship with/holds an account in the Bank and has previously presented identification in person in that connection.

As a basis for verifying his/her identity, the Customer shall provide the Bank with identification in the form of a valid Norwegian passport, equivalent document, or a passport issued by another country.

The Customer shall promptly notify the Bank of any change of address or of other information that the Customer has given the Bank in connection with this contractual relationship.

### 5. Delivery of the Personal BankID. User documentation and security procedures

Any user documentation and devices needed to use a Personal BankID shall be made available or be delivered to the Customer in the designated manner.

Information about and guidelines for using, renewing and blocking Personal BankIDs are set out in the user guide that can be accessed via the online banking service to which the Customer subscribes. The user documentation also contains descriptions of security procedures, including procedures for making security copies, and information about protection against viruses, as well as any limits on amounts and on the Bank's liability in connection with use of a Personal BankID.

The Customer must read the documentation before taking the service into use, and follow the instructions. The Customer is not allowed to modify the Personal BankID or any associated software or documentation.

The Customer must use the Personal BankID with the program(s), hardware or security devices specified by the Bank. The Bank may stipulate new requirements for software, hardware and/or security devices if this is necessary for security reasons or in connection with necessary upgrades of the Personal BankID.

## 6. Area of application for BankID

A Personal BankID can be used in various electronic devices such as a computer, tablet computer, smart telephone etc. to log onto an Internet banking service, as proof of identity and to generate signatures in connection with sending electronic messages, entering into agreements and other forms of online communication with the Bank and other entities that accept BankIDs and have entered into BankID contracts with a bank.

A BankID may not be used as a basis for issuing a physical or new electronic ID.

The Customer will be notified if the Bank expands or limits the area of application for Personal BankIDs. This includes limits on amounts. The area of application is described in more detail in the user documentation.

It is up to the Customer to save electronic messages/executed contracts secured by means of the Personal BankID, as the Bank does not currently offer any form of storage services that would enable the retrieval of such messages/contracts at a later date.

## 7. Personal Data

In connection with the issuance and use of the Personal BankID, the Bank will gather and record information about the Customer. Such information will be obtained directly from the Customer, the Bank's own customer register and from other banks in connection with use of the Personal BankID.

To ensure secure use of the Personal BankID and prevent criminal acts, the Bank may, as one of several security measures, identify the computer through which the Customer uses the BankID, as well patterns of behaviour and the characteristics of the computer. Information about the computer, IP address and any deviations from the normal user setting or user behaviour may be used to deter or, if applicable, follow up on any criminal acts perpetrated against the Customer or the Bank. The said information will be shared with the issuer's bank or the bank for which the Personal BankID was used.

The Norwegian Personal Data Act of 14 April 2000, no.31, contains rules about registering and handling personal data. These form the basis for the Bank's general rules for handling personal data (customer data).

## 8. Information in the Personal BankID. Delivery of information to others

A Personal BankID contains the following information:

- Specification of the certificate issuer
- The Customer's name and date of birth. Nick names and pseudonyms may not be used in this connection
- Unique identifier to verify the Customer's identity
- Period of validity for the Personal BankID
- Data that is required to produce and verify the Customer's digital signature
- The certificate issuer's digital signature
- Data that unequivocally identifies the individual Personal BankID (serial number).
- Confirmation that the Personal BankID is a valid certificate
- Specification of the bank that has entered into the contract with the Customer.
- Specification of any limits on amounts

When the Personal BankID is used, this information will be included in the message exchange and may be made available to the recipient of the message, including any merchants.

To ensure reliable identification of the Customer in connection with the Customer's use of the Personal BankID, for purposes of verification the Bank will give the Customer's (Norwegian) national ID number to merchants to which the Customer has given the same or which have already lawfully registered it.

Other customer data will only be given to message recipients, including merchants, when the Bank has a statutory obligation to do so or the Customer has given his/her express consent in accordance with articles 8, 9 and 11 of the Personal Data Act and article 7 of the Electronic Signatures Act.

## 9. Safeguarding the password and other security procedures.

The Personal BankID is personal and must not be transferred, entrusted to or used by anyone other than the Customer. Passwords, personal codes and other security procedures shall not be revealed to anyone, including the police, the Bank or members of the Customer's household. The Customer must use up-to-date versions of software, including the operating system, browser software and other software used for secure communication with the relevant websites as well as antivirus programs. Otherwise, the Customer shall observe the Bank's prevailing security recommendations.

## 10. Notice of loss

The Customer must promptly inform the Bank or the Bank's designated agent if the Customer discovers or suspects that the Personal BankID and/or associated password and personal code have been lost or misplaced or an unauthorised person has learned the password/personal code. In such event, the Customer shall use the reporting options provided by the Bank and otherwise help ensure that the Personal BankID is blocked as soon as possible. The Customer may not use the Personal BankID after having reported such suspicion or discovery.

The Bank or the Bank's agent shall send the Customer confirmation that the aforementioned report has been received. The confirmation shall contain a reference to the received message. If the report is not received and the Bank is unable to document that the message system was functioning properly at the time in question, the Bank shall normally accept the Customer's account of when the loss occurred and when he/she tried to report this to the Bank or the Bank's agent.

Unless this is warranted by special circumstances on the Customer's end, such as repeated reports of loss, the Customer will not be required to cover costs incurred by the Bank when a loss is reported and the Personal BankID is blocked. The Bank may, however, charge a fee for issuing a new Personal BankID provided that the loss of the old one was not attributable to circumstances on the Bank's end.

## 11. Blocking of the Personal BankID

In the event of actual or anticipated fraudulent use of a Personal BankID, or if the data therein is no longer correct, the Bank shall ensure that the BankID is blocked for further use (i.e. suspended or recalled). The same shall apply if the Bank has other sound reasons for such action e.g. if the Customer terminates his/her relationship with the Bank.

## 12. Validation of BankIDs

The Bank shall ensure that there is a system in place for validating all BankIDs used in electronic exchanges with the Customer.

For validation purposes, a record will be kept of all valid BankIDs as well as BankIDs that have been suspended or recalled (blocked). The registered information will be stored for at least ten years after the period of validity for a BankID expires or the BankID is recalled.

BankID issuers will exchange information about valid and suspended/recalled BankIDs. The information will only be used to check the validity of the BankID and for other purposes that are compatible with the use of BankIDs.

## 13. Liability in the event of fraudulent use of the Customer's BankID

### ***13.1 If the BankID was fraudulently used to debit funds from the Customer's account***

If the Customer incurs a loss as a result of the BankID having been used to fraudulently debit the Customer's account in the Bank, the liability rules in section 35, cf. sections 36 and 37, of the Norwegian Financial Contracts Act shall apply. In such event, please see the Customer's contract with his/her bank concerning the payment instrument used to execute the transaction secured by the BankID.

### ***13.2 Fraudulent use of the BankID for purposes other than debiting funds from an account***

If any unauthorised party uses the Customer's Personal BankID in a situation other than what is set out in section 13.1 above, this will enable such unauthorised party to pose as the Customer and thus learn information about the Customer or to try to enter into agreements on the Customer's behalf. If someone (another BankID holder) has acted in good faith on the basis of an unauthorised party's fraudulent use of the Customer's Personal BankID, e.g. has entered into a contract with the unauthorised party, according to the general principles of Norwegian law the Customer may be liable for compensation if the fraudulent use was made possible by the Customer's wilful or gross negligence.

The Bank shall only be liable for monetary losses suffered by the Customer as a result of an unauthorised party's fraudulent use of the Customer's BankID as described in the preceding paragraph if such loss was incurred as a result of gross negligence on the part of the Bank.

## 14. Liability in the event that the Customer has mistakenly relied on someone else's BankID

The Bank shall be liable for compensation for direct losses incurred by the Customer as a result of the Customer having mistakenly relied on someone else's BankID if the Bank or an entity for which the Bank is responsible (e.g. a sub-provider or other agent) or another bank has been negligent in connection with the issuing, use or validation of the BankID in question.

If the loss was incurred as a result of any of the events set out below, it is up to the Bank to prove that neither it nor any other party mentioned in the preceding paragraph has acted negligently ("reverse burden of proof"):

a) The BankID was delivered to an unauthorised person,

- b) Incorrect information was registered in the BankID when it was issued,
- c) The BankID did not contain all the information required pursuant to this contract,
- d) The products and systems used to issue the BankID and produce the digital signature were inadequate for this purpose, or
- e) A reported loss or recall of the BankID was registered incorrectly and the response to a validity check was consequently incorrect.

The Bank shall be liable for indirect losses suffered by the Customer if such loss is attributable to gross or wilful negligence on the part of the Bank.

The Bank shall not be liable for compensation for losses incurred as a result of the BankID having been used in violation of clearly stated limits on the area of application, or for losses exceeding the limit of NOK 100,000 registered in the certificate.

The Bank's liability may be limited or negated in its entirety if the Customer uses the Personal BankID, software or documentation in a manner that violates the terms of this contract. This includes unauthorised modification or manipulation of the Personal BankID or software.

The Bank's liability under the terms of this clause 14 shall be negated if the Customer's loss has been covered by another party such as the issuer of the fraudulently used certificate.

#### **15. The Customer's liability towards the Bank in connection with security breaches**

If the Customer uses the Personal BankID, software or documentation in a manner that violates the terms of this contract, including unauthorised modification or manipulation of the Personal BankID or software, the Bank may hold the Customer liable for any loss incurred by the Bank as a result of this. In such event, unless the Customer is guilty of wilful or gross negligence, the Customer's liability towards the Bank shall be limited to a maximum of NOK 100,000.-.

#### **16. Amendment of the contract and security procedures**

The contract may be amended if this is agreed by the parties. In such event, the procedure shall be the same as if they were entering into a new contract.

Notwithstanding, the Bank shall be entitled to unilaterally change these terms and conditions subject to two weeks' notice if:

- 1) The changes are not detrimental for the Customer
- 2) Fixed prices have been changed to the detriment of the Customer

If this is warranted by the Customer's circumstances or for security reasons, the Bank shall be entitled to limit the area of application for the Personal BankID, lower the upper monetary limit or change security procedures or the like without prior notice. In such event, the Bank shall notify the Customer as soon as possible after the change takes effect.

#### **17. Cancellation of the contract**

Unless otherwise agreed, the Customer shall be entitled to cancel the Personal BankID contract with immediate effect.

The Bank shall be entitled to cancel the contract subject to at least four weeks' notice, provided that it has just cause for such cancellation and a longer notice period has not been agreed. The reason for such cancellation must be specified. The Bank shall be entitled to terminate the contract with immediate effect in the event of a material breach of contract on the part of the Customer. The reason for such termination must be specified.

Upon the expiry of the contract, termination of the Customer's relationship with the Bank or if the Bank so demands for such reasons as it professionally sees fit, the Customer shall immediately destroy any software and documentation in his/her possession pertaining to use of the Personal BankID. At the same time, the Personal BankID will be blocked and made invalid for further use.

#### **18. Disputes – Financial Complaints Committee**

In the event of any dispute between the Customer and the Bank regarding the interpretation of this contract, the Customer may present the matter to the Norwegian Financial Complaints Committee ("Finansklagenemda") for an opinion, provided that this is within the committee's jurisdiction and the Customer has sound reasons for getting the committee's opinion. This agreement is regulated by and shall be construed under the laws of Norway.

-----oOo-----