

Standard Terms and Conditions of the SMS Service Agreement

Terms and definitions

In addition to the terms and definitions below, the terms and conditions refer to the terms and definitions in the general terms and conditions of the bank and in the settlement agreement.

User means the person to whose mobile telephone number the service is related.

Client means a natural or legal person for whom the bank has opened an account to which a service is related. The client themselves may be the user as well.

Agreement means an SMS (Short Message Service) service agreement concluded between the bank and the client, an integral part of which shall include these standard terms and conditions of the SMS service agreement.

Bank means Coop Pank AS.

Service means the SMS notification service provided for the client under the agreement.

Terms and conditions means these standard terms and conditions of the SMS service agreement.

1. General provisions

1.1. The agreement shall govern the relations between the bank and the client and/or the user for the purposes of receiving information about the account(s) or bank card(s) held by the client by means of a mobile telephone either based on information requests or in the form of automatic notification by the bank.

1.2. The list of the accounts, and the abbreviated name thereof, in relation to which the bank provides the client and/or the user with a service, shall be determined by the client in the agreement.

1.3. The client and/or the user shall be obliged to notify the bank immediately of any change to the information indicated in the agreement and provide the bank with new current information.

1.4. The precondition for the conclusion of an agreement is the existence of a current settlement agreement between the bank and the client.

1.5. All the relations between the bank and the client not regulated by the agreement and/or terms and conditions shall be subject to the general terms and conditions of the Bank, terms and conditions of the settlement agreement and any other terms and conditions of the bank cited therein.

1.6. If the user is not the client themselves, the client shall

acquaint the user with the terms and conditions of the agreement, the general terms and conditions of the bank and any other terms or conditions cited therein.

1.7. The client hereby certifies that they are aware that the appointment of a user may result in the user learning the details of the client's transactions (including balances of funds). The bank shall not be liable if, in designating a user, the client does not make sure of the reliability of the person of the user.

2. Use of the service

2.1. Based on an information request transmitted using a mobile telephone, the service enables the user to:

2.1.1. Receive information about account and card balances and the last payment transactions;

2.1.2. Receive information about card limits

2.2. In instances agreed in the agreement, the bank shall provide automatic notification about changes in available balances on accounts or cards or about payment failures.

2.3 Services shall be provided based on the abbreviated names designated for the accounts and cards at the time of the conclusion of the agreement. No actual account or card numbers shall be transmitted in notifications related to the service.

2.4. The bank shall be entitled to suspend the provision of a service if, based on facts that have come to its knowledge, the bank has come to suspect that the service is being used against the will of the client and/or its user or fraudulently.

3. Identification of the user and assurance of security

3.1. When using the service, the user shall be identified based on the mobile telephone number specified in the agreement.

3.2. The user shall be obliged to take good care of the SIM card related to the mobile telephone number, preventing it from coming into the possession of a third party against their will.

3.3. In the event of the loss or theft of the SIM card related to the mobile telephone number or also if there has arisen the possibility, or a reason to believe, that there will arise the opportunity for the use by third parties of the mobile telephone number against the user's will, the client and/or user shall be obliged to notify the bank immediately. Upon receiving relevant notification, the bank shall be entitled to unilaterally terminate the agreement and/or to temporarily suspend the service.

3.4. If the client and/or user has not provided the bank with the notification specified in clause 3.3., and the service is being used by a third party on the mobile telephone number of the user, the bank shall regard orders received as orders of the user and shall not be liable for any consequences resulting from its use.

4. Service fees

4.1. The bank shall be entitled to charge for the provision of its service a service fee according to the price list in effect at the bank.

4.2. A service fee shall be charged to the same account concerning which automatic notification has been transmitted or an information request has been made, unless the agreement stipulates otherwise.

4.3. The bank shall be entitled to debit any service fees payable by the client according to the procedure stipulated in the settlement agreement and the general terms and conditions of the bank.

4.4. Mobile telephony fees or any other fees related to the service shall be paid by the client to the mobile telephony operator that is providing it with the service.

5. Responsibility of the parties

5.1. The client and/or the user shall be responsible towards the bank for the performance of their obligations under the agreement.

5.2. The client shall be liable before the bank for any loss or damage incurred by the bank as a result of a failure by the client and/or the user to perform their obligation under the agreement.

5.3. The bank shall be responsible for the performance of its obligations under the agreement according to the general terms and conditions of the bank and with legislation.

6. Validity, amendment and termination of the agreement

6.1. The agreement shall take effect on being concluded and remain in effect indefinitely.

6.2. The bank shall be entitled to unilaterally amend the terms and conditions of the agreement by publishing any amendments in full, at least 2 (two) months before the amendments take effect, in the customer service areas of the bank's branches, on the bank's website or via some other electronic channel.

6.3. If the client has not cancelled the agreement within the time limit specified in clause 6.2., they shall be deemed to have accepted the amendments. If the client does not accept the amendments, they shall be entitled to cancel the agreement before the amendments take effect for no fee immediately.

6.4. The client shall be entitled to cancel the agreement unilaterally at any time:

6.4.1. Based on a relevant written request at customer service areas of the branches of the bank;

6.4.2. By transmission of relevant notification via the Internet bank;

6.4.3. By sending from a mobile telephone to the service number an SMS message with the content "LÖPP" [END],

to which the bank shall reply with an SMS message about the termination of the agreement having taken effect.

6.5. The bank shall be entitled to cancel the agreement unilaterally at any time by notifying the client thereof at least 2 (two) months in advance.

6.6. In addition to the instances specified in the terms and conditions, the bank shall be entitled to cancel the agreement immediately without advance notification in instances set out in the settlement agreement, the general terms and conditions of the bank or legislation.

6.7. The bank shall be entitled to suspend the use of a service unilaterally without advance notification if this is necessary in order to ensure the security of information for the client's transactions.

6.8. The agreement shall expire automatically when the client's account is closed.

6.9. Expiry of the agreement shall have no impact on the collection or satisfaction of financial claims have arisen prior to the expiry of the agreement. The bank shall be entitled to debit the account for any service fees or other fees under the agreement according to the general terms and conditions of the bank.

6.10. If the user is not the client themselves, the agreement shall be considered to have expired automatically with respect to the user also on expiry of the authorisation provided for the user by the client or if the authorisation is withdrawn.

7. Final provisions

7.1. The parties shall be obliged to not disclose any information related to the agreement or performance thereof to any third parties except where this proves necessary or where the entitlement or obligation to disclose is provided by the agreement or legislation. The bank shall be entitled to disclose information related to the agreement and performance thereof to third parties in instances set out in the general terms and conditions of the bank.

7.2. Any claims, grievances or complaints of the client and/or user shall be resolved according to the provisions in the settlement agreement and the general terms and conditions of the bank.