

## GENERAL TERMS FOR PERSONAL CREDIT ACCOUNTS, CREDIT CARDS AND CONSUMER LOANS“RBAV02-NORWAY”

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## A. GENERAL TERMS

### A.1 General Account Terms

Except as otherwise provided by the special account terms or written information from RB in connection with the conclusion of the Agreement, these general terms applies to agreements relating to credit accounts, credit cards and consumer loans.

Credit accounts and credit cards may be used for payment of goods and services and in other applications as further specified. Accounts and credits shall only be used within the agreed credit limits.

The consumer loan is an annuity loan with a floating interest rate.

Part A of the agreement contains general terms for credit accounts and consumer loans. Part B of the Agreement contains the general terms for credit cards (including MasterCard/Visa). In addition, Part C applies if the credit account and credit card is MasterCard/Visa affiliated.

If a points bonus and/or donation scheme is associated with the relevant service, Part D and E of the agreement applies respectively.

The provisions of Part F of the agreement, concerning direct debit invoice agreements (*Norw: AvtaleGiro*), only applies if this service is offered for the relevant account, credit card or consumer loan and the account holder has requested and consented to automatic transfers/payments via direct debit.

Part G of the agreement contains specific terms for consumer loan agreements. Other parts of the agreement also applies to consumer loans, to the extent applicable.

Part H of the agreement contains general terms for all services that RB offers via electronic communication ("E-services"). The term E-services shall mean services that are wholly or partially executed by transmission of signals in all types of electronic communications networks such as telecommunications networks, the internet and cable television networks, including various online services, SMS and other mobile services that RB may offer from time to time. E-services are subject to additional terms that RB determines for the individual service, as presented to the account holder. Other parts of the agreement also applies to E-services to the extent applicable.

Terms and conditions are also available on RB's website, or can be sent following request to the bank.

### A.2 Parties etc.

Parties to the agreement are Resurs Bank AB ("RB") as card issuer and lender, and the person who enters into an agreement with RB for a credit account with or without a credit card and/or a consumer loan (the "account holder").

The account holder is defined as the natural person(s) who have applied for and been granted a credit account and/or consumer with RB.

### A.3 Establishment of an account

An account (including loan account in connection with consumer loans) is assigned following a credit appraisal and is determined unilaterally by RB. The person(s) signing the account application accept the terms of the agreement through the application, and consents to the

collection of additional information including credit rating. The applicant shall provide its full name, residential address, personal identification number and phone number. The applicant must provide proof of identity and confirm that the information provided is correct before any credit card may be received. RB or RB's or representative is entitled to verify the information.

RB sets a credit limit as a maximum amount that the account holder may charge the account in connection with the establishment of the account. A new evaluation and approval is required if the account holder wishes to increase its credit line. RB performs credit monitoring and has the right to reduce the credit limit or stop further use of any credit granted in case of altered economic conditions relating to the account holder or other justifiable basis.

#### A.4 Communication between parties

Norwegian language is used in the agreement and in communications between the parties.

Information or messages relating to this agreement shall be sent by mail to the registered address of the account holder or, where applicable, to such specific other address stated by the account holder. If the parties have agreed in writing that the information can be given via RB's websites, SMS, or e-mail, then RB provide information in such manner (please refer to Part H "E-services" for additional information). The account holder is deemed to have received such communication as soon as it is made available to the account holder in such manner. Any amendments to the terms applies also to all relevant accounts. The account holder who has given such consent, is responsible for access to the necessary technical equipment (see more about this in Part H"E-services"). The account holder is always entitled to receive the terms of the agreement and other relevant information on paper or permanent medium.

The account holder shall notify RB immediately of change of name, address, telephone number, personal identification number or registered e-mail address. In case of change of name, any cards with erroneous information shall be cut and returned to RB. RB issues a new card after receiving new credentials in case of change of name. Fees will accrue pursuant to the prevailing price list. In case of change of personal identification number a new application shall be submitted to RB. Fees will accrue pursuant to the prevailing price list in case of late or missing notification of change.

RB shall be notified immediately of any changes to any authorisations associated with the account. This also applies if any additional card holder's right to use add-on cards are revoked. In the latter case, the account holder shall contribute to the additional card being returned/destroyed, or otherwise contribute so that further use of the card ceases.

#### A.5 Interest and Fees

Information about interest rates and other fees relating to the opening, maintenance and use of credit accounts, credit cards and consumer loans, is stated RB's prevailing price list, account information as well as "Standard European Consumer Credit Information Form" (SECCI form). In case of credit accounts, the special account terms sets out further information on interest and fee calculation, including the relationship between special account plans and the basic account terms (Basic Account – *Norw. Basiskonto*).

Updated information is available on RB's website. Interest is applied to the account on monthly basis for the credit amount outstanding at any time (remaining debt including accrued fees and interest). Rounding is applied upwards to the nearest Norwegian krone.

#### A.6 Adjustment of interest rates and fees

RB may increase interest rates, fees and other credit charges when this has a justifiable basis in decisions from the Central Bank of Norway (Norges Bank), changes in bond interest rates and other credit policy decision, changes in the general level of interest rates for borrowing, RB's long term earning capacity, restructuring of RB's borrowings or similar conditions, follow-up on government views on the bank's interest rate policies or changes in individual circumstances related to the credit or the account holder resulting in an increased risk to RB.

Amendments as above take effect six weeks following written notification from RB to the account holder of the change. A shorter notice period may be applied where the money market rate, the bond yield or the overall level of RB's borrowings changes materially. Changes in interest rates due to changes in benchmark interest rates can be implemented immediately. RB is entitled to make reasonable and justifiable discrimination between customers when applying the amendments.

The notice shall specify the rationale, scope and timing of the amendment, as well as the right of early repayment. The notice shall also include information on new nominal and effective interest rates, changes in fees, and the impact the amendments will have on the remaining payment- and interest instalments.

#### A.7 Account Information and Payment

Account statements and invoices (where applicable) are sent to the account holder on a monthly basis if there has been any transactions on the account. The account holder must inform RB if the statement is not received. Objections to the account statement shall be notified RB immediately, please refer to paragraph B.8 "Complaints and repayment". Claims for Requests for rectification/reimbursement due to errors must be made without undue delay from the account holder was or should have been aware of the situation, and in no event later than 13 months following the date of the transaction.

The terms of payment are stated in the invoice. Payment will be due even if an invoice has not been received. The minimum monthly payment is set out in RB's prevailing price list. Unless otherwise stated, payment shall be made no later than the last business day of the month. Any instalment-free months are set out on the statement. The first payment shall be made the month following the purchase/withdrawal unless otherwise agreed in writing. The relevant KID-number as stated in the invoice shall be used for the payment, otherwise the account holder will be charged with a account allocation fee. The account cannot be used for further credit purchases if the account holder is delayed in the payment.

The account holder is entitled to repay the credit in whole or in part before the agreed maturity. Credit costs are charged for credit used up to and including the day of payment. The account holder may at any time request a payment plan free of charge and, in case of agreed instalment-free months, a schedule and conditions for payment of interest and other credit costs.

#### A.8 Default

Statutory late payment interest will apply to any late payments. The late payment interest shall however not be less than the prevailing interest rate at any time applicable to the relevant credit. RB is entitled to charge a fee or require overdraft interest if the account's credit limit is exceeded. If the claim is submitted for debt collection, debt collection costs will

also incur to the extent allowed by law. Applicable fees and default interest follow from the at any time prevailing price list.

If the account holder fails to honor its payment obligations when due, exceed its credit limit or otherwise breaches the agreement, RB may block the associated cards for new purchases/withdrawals. If the account holder has more than one credit accounts or arrangements with RB, then RB may block all of these upon default on one.

#### A.9 Amendments

RB will give the account holder written notice of amendments to these terms. If the account holder is a consumer, the terms except for interest rates, charges and other credit costs of A.6 "Adjustment of interest rates and fees" may not be changed to the account holder's disadvantage unless the account holder agrees. Amendments shall enter into force two months after the account holder has received notification of the amendment.

#### A.10 Term and Termination

The agreement remains in force until terminated. The account holder may terminate the account with one month's written notice. In cases where there are several account holders associated to an account, termination by one of the account holders entails that the account is suspended for future debits.

RB may terminate the account with two months' written notice if there is a justifiable basis for the termination. The termination notice shall state the reason for the termination.

RB may terminate the agreement if the account holder is in material breach its obligation to pay interest and principal payment, has materially breached other obligations under the agreement or a material breach occurs in relation to the conditions that RB has set for credit, including abuse, dishonourable conduct against RB, suspicion of money laundering or financing of terrorism or other use of RB's services and products relating to criminal or other illegal activity. The agreement also ceases with immediate effect if the account holder dies, and satisfactory security for performance is not provided following a notice or within reasonable time, bankruptcy or debt settlement proceedings are initiated pursuant to the Bankruptcy Act (*Norw: konkursloven*). RB may also terminate the agreement if the account holder's conduct, or a significant deficit in the account holder's capacity to pay makes it likely that the terms of the credit will be significantly breached, and the account holder does not provide adequate security within the time limit set by RB. The termination notice for breach shall include the reason for termination and, provided that the account holder is a consumer, give two weeks' notice to remedy the situation.

Upon termination of the agreement the right to use the account for new payments/cash withdrawals will cease simultaneously. Upon termination, the account holder shall immediately pay the outstanding amount, including interest and fees for utilised credit, including transactions that are registered to the account after the termination date.

#### A.11 Personal Data

RB is the data controller, and responsibility lies with the CEO. The personal data registered and recorded by RB in relation to the account holder (the data subject) will be used in accordance with the Personal Data Act (*Norw: personopplysningsloven*). The personal data that will be collected, recorded, stored and used is the data subject's name, personal identification number, address, phone number, mobile number, e-mail address, the credit

granted, any credit rating, including information from credit information agencies and purchase information associated with credit purchases and withdrawals by use of the account.

The purpose of the personal data processing is customer management and fulfilment of RB's obligations towards the account holder and third parties, compliance with statutory requirements and monitoring/follow-up on the customer relationship, including information/marketing of products/services RB can offer on behalf of itself and its business partners, billing and implementation of banking services, credit services and other financial services that are agreed between RB and the account holder (the data subject). Personal data may be disclosed to public authorities and others who have legal authority to access to personal data, to data processors (e.g. data centres etc) that processes personal data on behalf of RB's data controller or the data subject upon request. Personal data may be distributed to other group companies and their representatives, and other business partners, for the purposes of marketing towards the account holder. The account holder may reserve itself against personal data being used for marketing purposes or distributed to third parties for this purpose. The data subject has a right to request what kind of personal data processing of the data controller is performing, the data controller shall on its own initiative or at the request of the data subject correct any deficient personal data, and the data controller shall not store personal data longer than is necessary to complete purpose of the processing. If the company collects personal data from anyone other than the data subject, RB shall on its own initiative inform the data subject about what data is collected and provide information in accordance with the foregoing.

#### A.12 Limitation of RB's liability

RB has no responsibility that purchase/withdrawal may always be performed with affiliated merchants. This includes that RB is not responsible for outages in the account system.

RB has no liability for any failed performance that directly or indirectly is due to Norwegian or foreign law, intervention by public authorities, war, strikes, lockouts, telecommunications failure, and other technical problems or other similar circumstances beyond the control of RB. The caveat on strike, lockout or similar also applies if RB adopts or is the subject of such events.

Except as follows from the agreement or by mandatory law, RB shall not be liable unless RB has acted with negligence. RB is in no event responsible for indirect losses, unless RB has displayed gross negligence. Please also refer to the provisions on limitation of liability in Part H regarding E-services.

#### A.13 Right of withdraw

The account holder is entitled to cancel the agreement with RB by giving written notice to RB within 14 days from the day that the agreement was entered into. If the account holder exercises its right of withdrawal it shall as soon as possible, and within no more than 30 days, repay the loan amount including nominal interest for the credit actually used. The account holder shall also return cards and other materials that the account holder has received from RB in connection with the account.

#### A.14 Dispute resolution and complaints procedure

The agreement is governed by Norwegian law. If there is a dispute related to the agreement or other issues relating to the account, the account holder may contact customer service to

seek an amicable solution. Any disputes may otherwise be brought before the Norwegian courts.

## **B. CREDIT ACCOUNT WITH CREDIT CARD**

This Part B applies mainly to credit accounts and credit card with or without a MasterCard/Visa affiliation, but are also applicable to consumer loans to the extent appropriate.

### **B.1 Responsibility for issued credit card etc.**

The credit card (the "card") is a credit card that can be used to pay for goods and services as further specified. The credit card can only be used within the amount limits agreed for the credit account.

The account comes with a main card, that is issued to the account holder who is the main applicant. If there are several account holders for one account, all the account holders are jointly and severally liable for all obligations arising out of the account regardless of which of them, or any additional cardholders, who initiated the transaction. Following agreement with RB one or more add-on cards may be associated to the account and issued to the main card holder's spouse, live-in partner or child over 16 years with a right to dispose over the account. The "cardholder" means the natural person to whom a credit card has been issued. These terms and conditions also applies to the card holder(s) of add-on cards as applicable.

The issued cards are personal and may only be used by the cardholder. The cardholder must sign the card upon receipt, and shred any previously issued cards. The card is RB's property and cardholder must at its own expense return the issued cards upon RB's request.

The account holder is fully responsible for the transactions that are performed using any of the cards that have been ordered and issued and that are linked to the account, and that the people who use the cards are authorised to do so. The account holder is responsible that the credit limit granted is not exceeded, and is obliged to pay interest and fees, including those incurred upon default, in accordance with the terms. The account holder shall ensure that all cardholders are informed of, and adhere to, the terms of the account. Any cardholder of add-on cards, who is not the account holder, is jointly and severally liable with the account holder for the transactions relating to the add-on card.

The card expires on the last day of the month and year that is stated on the card. RB reserves the right to decide whether a new card shall be issued.

### **B.2 Use of the credit card**

The card may be used for payment of purchases made at one or more merchants (vendor/service provider). The cardholder must familiarise itself with the purchase conditions applicable to the merchant, including terms and conditions for order and cancellation. The card can be used both at merchants that require access to the physical card for a transaction to be approved, and at merchants where only card details are required. In order for a transaction to be effected the cardholder must provide information in accordance with paragraph B.3 "Approval and revocation of the transaction".

The card may not be used to pay instalments on credit purchase, payment of other debts that cardholder has to the merchant or others, or to withdraw cash from the merchant. The card

may not be used at a merchant if the account holder and the merchant are identical and is organised as a sole proprietorship, partnership or limited partnership (*Norw: enkeltmannsforetak, ansvarlig selskap, kommandittselskap*). The card may not be used for illegal purposes.

The card may not be used for payment of participation stake in games, sweepstakes or other form of gambling (including online), even if the merchant accepts the card as payment. Use of the card in violation of this restriction is deemed a material breach that entitles RB to terminate the agreement.

The account holder/cardholder must ensure that there is sufficient credit on the account for the withdrawals, purchases or payments that shall be debited from the account and that any applicable credit limit is not exceeded.

### B.3 Approval and revocation of transaction

The account holder approves the debit of the account by making the account and/or card details available to the merchant. Some merchants require that a transaction is approved by signature or by entering a PIN. The account holder/cardholder shall on request submit satisfactory proof of identity to the merchant and/or RB and provide such other information to RB as is required for RB to complete their duties pursuant to the Money Laundering Act etc (*Norw: hvitvaskingsloven*).

When use of the credit card is detected, it is assumed that the cardholder has initiated the transaction unless the registration is due to technical failure or other circumstances for which the card issuer is responsible. A payment order may not be revoked after the cardholder has given its approval to the transaction and the transaction has been effected.

The account holder may be charged in arrears for claims arising out of hotel visits, car rental or similar if the cardholder in connection with the booking of the service or in agreement with the merchant has accepted or been made aware of this.

### B.4 Receipt of payment orders

A payment order is deemed received at the time RB receives the payment order. Following receipt of the payment order, RB charges the account with the purchase amount or the amount withdrawn, and the amount transferred to the merchant's bank by the end of the next business day. In case of returns RB will make the amount available to the account holder as soon as possible following the transfer of the amount from the merchant's bank to RB.

### B.5 Liability for unauthorised use

RB is responsible for any unauthorised withdrawals or other charges (transactions) unless otherwise stated below. A transaction is unauthorised if the cardholder has not consented to it either before or after it was carried out. The account holder is liable for up to NOK. 1200 for losses from unauthorised transactions resulting from the use of lost or stolen cards if PIN or other security measure has been used. The same applies to transactions arising from misappropriation of cards if the cardholder has failed to protect said security measure and such security measure is used.

The account holder is responsible for the entire loss on unauthorised transactions if the loss is caused by the cardholder failing to fulfil one or more of its obligations under clause B.6 "Protection of card and code. Notice of Loss" due to gross negligence. If the transaction is

accomplished by card or other electronic payment instrument, the account holder shall however only be responsible for up to NOK 12 000. If the loss is caused by the cardholder failing to fulfil one or more of its obligations under clause B.6 "Protection of card and code. Notice of Loss" due to wilful misconduct the account holder liable for the entire loss. The same applies if the cardholder has acted fraudulently.

The account holder is not liable for any loss resulting from the use of lost, stolen or unauthorised card or other payment instrument after the cardholder has notified RB under paragraph B.6 "Protection of card and code, Notice of Loss" unless the holder has acted fraudulently or RB has not ensured that such notification can be made.

If anyone other than the account holder is entitled to use the card associated with the account (including add-on cards), the account holder is liable for the actions of the cardholder as if they were the account holder's own.

The account holder shall pay amounts that have been charged to the account by overdraft or by exceeding the granted credit.

#### B.6 Protection of card and code. Notice of Loss

The card is a valuable asset and should always be handled and stored in the same secure manner as cash, checks and other valuables. The card is personal and must not be left to others. Cardholder is obliged to ensure that unauthorised persons are not given access to the card.

Where a personal code is associated to the card, the cardholder must :

- 1) destroy the entire PIN-letter shipment following reception of the PIN,
- 2 ) not disclose the code to anyone, including police and banks
- 3) not use the code in such circumstances that others can see the code
- 4) not write code down in such a manner that others than the cardholder can understand that it concerns a PIN, and not store such records in the close proximity of the card

The Cardholder shall notify RB without undue delay in case it becomes aware, or suspicious of, loss, theft or other misappropriation or unauthorised use of the card. The same applies if unauthorised persons have access to the PIN. Such notice may be provided around the clock to RB's customer service or representative as specified initially in the agreement. Cardholder shall immediately notify RB if a card turns up, that the barring of the card is revoked. The cardholder is also obliged to report unauthorised use of the card to the police.

#### B.7 Blocking of card

RB is entitled to suspend an issued card or other personal payment instrument used to initiate a payment order if there is a justifiable basis related to the security of the credit card or suspicion of unauthorised or fraudulent use. The same applies in case of significantly increased risk that the account holder will fail to fulfil its payment obligation.

RB is also entitled to block the card to prevent damage or loss to RB or the account holder if there is a reasonable basis for such action. RB is not liable for any additional costs that the account holder might incur from not being able to use the card.

RB will notify the account holder of blocking and the reason for this before or, if prior notice is not possible, immediately after the block is effectuated. This does not apply where a notice is inconsistent with law or regulation, or where required by justifiable security reasons. RB shall unblock, or give the account holder a new payment instrument, when the cause of the block has ceased.

#### B.8 Complaints and repayment

The account holder shall immediately make itself acquainted with statements and other information about transactions that is made available from RB, and compare such information with the receipts received when using the card.

RB will repay the amount plus any interest, fees and loss of interest from the transaction date if the account holder objects to an unauthorised transaction, provided that the cardholder has made a claim for reimbursement without undue delay after the account holder was or should have been aware of the situation and in no event later than 13 months following the debit date. The account holder is responsible for unauthorised use of the card in case of missing or late notification. The duty to repay does not apply to the own risk amount of NOK 1,200 according to paragraph A.14" Dispute resolution and complaints procedure."

The repayment obligation does not apply if the account holder has acknowledged responsibility for the transaction in writing, or if RB has initiated legal proceedings within four weeks of receiving the account holder's written complaint. If the matter is rejected, a new time limit of 4 weeks will apply from when RB is made aware of the rejection.

When submitting a complaint, the account holder must provide the information needed for RB's investigation of the matter. In case of complaints for unauthorised transactions, the account holder must report the matter to the police upon the request of RB.

#### B.9 RB's responsibility for implementation

RB shall ensure that a transaction carried out properly after it is approved by the account holder/cardholder and shall to the extent required by the Financial Contracts Act (*Norw: finansavtaleloven*) correct any errors, e.g. in the form of fraudulent charges caused by technical failure, accounting errors etc. against the account holder. RB is responsible for any fees, interest and loss of interest that the account holder/cardholder incurs as a result of the error.

RB is however not liable if the account holder/cardholder has not submitted a complaint for rectification/replacement without undue delay from he or she was or should have been aware of the situation and in no event later than 13 months after the date of the transaction.

#### B.10 Refund of a transaction

The account holder may require a refund from RB of the full amount for a transaction initiated by or through the payee if the cardholder can prove that

- 1 ) the cardholder has not authorised the exact amount of the transaction in connection with the approval of the transaction; and

- 2 ) the amount exceeded what the cardholder reasonably could have expected based on its previous use, the terms of the agreement, and the general circumstances.

The right to a refund does not apply if difference in the amounts is due to changes in the exchange rate and the exchange rate was calculated based on an agreed reference rate.

The right to a refund does not apply if the cardholder's consent to the transaction was given directly to RB and, where applicable, the account holder was notified of the future transaction at least four weeks prior to the due date.

Any claims for refund must be submitted no later than eight weeks from date of the debit. RB shall, within ten days after receiving the claim for refund either return the full amount of the transaction or provide a reasoned rejection of the claim with information about the applicable dispute resolution mechanism.

#### B.11 Complaints relating to defects etc in the purchased goods

Purchase related complaints and monetary claims against the merchant (seller) relating to goods or services paid for with the card should be directed to the merchant. To the extent mandated by the Financial Contracts Act, an account holder who is a consumer may invoke the same objections and monetary claims against RB. The account holder's must as soon as reasonably possible, and regardless of the merchant's processing of the matter, notify RB of the objections and monetary claims against the merchant and provide RB with documentation. In cases where the account holder forwards such claims against RB, RB may invoke the same objections as the merchant, including that the claim is barred due to late complaint and that there is no defect. RB's liability is limited to what the account holder has paid the credit account in connection with invoicing of the purchase to which the claim applies. Losses that exceed the amount paid are not reimbursable.

### **C. ACCOUNTS AND CREDIT CARDS WITH MASTERCARD OR VISA**

#### C.1 Use of credit cards with MasterCard or Visa

The provisions of this Part C only applies when using MasterCard or Visa credit card.

Provided that the relevant merchant/ATM/bank-, post office or currency exchange office is affiliated with the MasterCard or Visa system, the credit card may (in accordance with the prevailing account terms) be used in the terminals and on the Internet, to pay for goods or services on the terms of the merchant (point of sale), to withdraw cash at automated teller machines (ATMs), bank-/post- or currency exchange offices or within other applications subject to further specification.

The card may not be used for payment of participation stake in games, sweepstakes or other form of gambling (including online), even if the merchant accepts the card as payment. Use of the card in violation of this restriction is deemed a material breach that entitles RB to terminate the agreement, see clause B.2 "Use of the credit card."

The account will be charged with the applicable fees in respect of withdrawals in bank-, post office, currency exchange office or automated teller machines (ATMs). The prevailing amount and time limits determined by RB applies to any payments and cash withdrawals. Exceeding these limits may cause that the transaction cannot be completed. Information about the prevailing limitations is available on RB's website and in the prevailing "Standard European Consumer Credit Information Form" (SECCI form).

C.2 Use of credit cards with MasterCard or Visa in connection with currency exchange etc. Whenever the card is used outside of Norway, the account holder shall apply the prevailing exchange currency regulations.

Purchases or withdrawals abroad are subject to conversion from foreign currency to Norwegian kroner in accordance with the exchange rate set by RB. RB's exchange rate is based on a reference rate determined by MasterCard/Visa as applicable on the day the transaction received by MasterCard/Visa, with the addition of a fixed percentage currency exchange mark-up. The reference exchange rate for a specific transaction may be obtained from RB in advance upon request from the account holder. As currency exchange first occurs on the day on which MasterCard/Visa receives the transaction, the actual exchange rate may differ from the reference exchange rate. The account holder bears the risk of any changes in the exchange rate between the time of payment/withdrawal and the time when the transaction is received by MasterCard/Visa. This also applies to purchases, cash advances and refunds in Norway in any currency other than Norwegian kroner. Individual fees and restrictions set by the respective merchant/bank may apply to payments/withdrawals abroad.

#### **D. POINTS AND BONUS SCHEMES**

The provisions of this part D regarding points and bonus schemes applies only if the service is offered by RB for the applicable account or credit card.

An account holder who has entered into agreement for card credit with associated point(s) and bonus scheme(s) is automatically affiliated with the prevailing and applicable bonus scheme(s). Any fee for such connection appears in the prevailing "Standard European Consumer Credit Information Form" (SECCI form) or in RB's website.

Purchases that the account holder makes with the card, and that are paid in accordance with the account terms will generate points or bonus. The size, calculation method and validity period of the points or bonus is stated RB's website. Special promotions may occur. The following transactions do not generate points or bonus:

- 1 ) withdrawals from automated teller machine (ATMs), bank, post office, currency exchange office etc
- 2 ) purchase and exchange of currency
- 3) late payment charges, debt collection costs, interest and other charges and fees.

If multiple account holders and multiple cards are connected to the same account, the points or bonus earned will be summarised. The account holder who was stated as main account holder on the application is deemed as the holder of any points or bonus, regardless of whether he/she is the sole owner of the account or not.

Information relating to points or bonus is given continuously through account statements and the account holder's account by Internet login. Points or bonus received cannot be redeemed for cash. The account holder has the option to redeem earned points or bonus with the appropriate point or bonus scheme partners in accordance with the terms determined at any time by RB and the applicable partner. RB is not liable for points or bonuses redeemed with a partner, or the content or quality of the goods or service which is redeemed through points

or bonus. Any claims in this respect must be directed to the partner. As for credits, e.g. related to the return of goods or services, the corresponding points or bonus will be settled against the account. RB has no responsibility for the terms and conditions that a partner sets for redemption, or other actions of the partners.

Except as otherwise stated in the special conditions issued by RB, the account holder is not entitled to redeem points or bonus if the account has overdue debts or is terminated by RB or the account holder. If the account is terminated, all points or bonus is annulled. RB has no responsibility for any tax implications of any points or bonus scheme. RB is entitled to discontinue points or bonus scheme with immediate effect, to amend the conditions for redemption of points or bonus and otherwise amend the conditions of any points or bonus scheme.

## **E. DONATION SCHEMES**

The provisions of this Part E regarding donation schemes applies only if the service is offered by RB for the applicable account or credit card. An account holder who has entered into agreement for a credit account with associated donation scheme(s) is automatically affiliated with the prevailing and applicable donation scheme(s). Any fee for such connection appears in the prevailing "Standard European Consumer Credit Information Form" (SECCI form) or in RB's website.

Purchases that the account holder makes with the card, and that are paid in accordance with the account terms, will generate a donation to the clubs and organisations ("organisations") selected by RB. A donation means a specific amount, a percentage of the purchase amount or other calculation method or action. Further information about the prevailing donation scheme(s), including the calculation method is stated RB's website. Special promotions may occur:

The following transactions do not generate contributions:

- 1 ) withdrawals from automated teller machine (ATMs), bank, post office, currency exchange office etc
- 2 ) purchase and exchange of currency
- 3) late payment charges, debt collection costs, interest and other charges and fees.

The selected organisations may be changed without prior notice. RB has no direct or indirect liability for the organisation's operations, social responsibility or assessments. RB furthermore has no responsibility for how the contributions that organisations receive are used, or whether the contribution is allocated to the organisation's stated purpose. Any claims in this respect must be directed to the relevant organisation. RB has no responsibility for any tax implications of any donation scheme. RB is entitled to discontinue a donation scheme with immediate effect, to amend the conditions for redemption of points and otherwise amend the conditions of the donation scheme.

## **F. DIRECT DEBIT (AvtaleGiro)**

### **F.1 General terms**

The provisions of this Part F concerning direct debit invoice agreements (AvtaleGiro – “direct debit”) applies only if this service is offered for the relevant account or credit card or consumer loan and the account holder has requested and consented to automatic transfers/payments via direct debit.

Consent must be given on a separate form as the parties may otherwise agree. The account holder's consent entails that RB can carry out the agreed payments as by means of withdrawals from the account holder's designated bank account.

If it has been agreed that the amounts due shall be automatically charged from an account that the account holder holds with RB, then such charges are carried out on the due date. The agreed maturity date is applied even if it falls on a Sunday or other public holiday.

The account holder shall ensure that a sufficient amount is available in the account on the due date. If the balance amount does not cover the amount due, then RB may carry out additional payment attempts in accordance with the prevailing procedures of RB and/or choose not to charge the account. RB may cancel the transaction at a later time if RB carries out the payment without full coverage.

The bank operating the account (the bank which the direct debit consent relates to) is not obliged to test the validity of, or inform the the account holder in advance, of requested withdrawals. The withdrawals will be charged from the account holder 's account in accordance with the rules of the bank operating the account. The account holder receives notice of withdrawal from the bank operating the account. The consent may be transferred to another account in the bank operating the account or an account with another bank.

RB can make withdrawals from the account holder's account on the due date if:

- 1 ) the account holder no later than eight business days prior to the due date has been notified of the amount, due date and payment terms, or
- 2 ) the account holder has approved the withdrawal in connection with the purchase or order of goods or a service.

### **F.2 Revocation of a direct debit transaction**

The account holder may revoke a payment order concerning payment by direct debit by contacting RB no later than the business day before due date stated by RB.

If the account holder wishes all future payments to a payee to be blocked, the account holder must revoke the consent in its entirety. Such revocation is carried out by contacting bank operating the account or RB. The consent will terminate no later than five working days after the revocation order is received by the bank operating the account or RB. The bank operating the account or RB has the right to terminate the direct debit agreement thirty days after the bank operating the account or RB has notified the account holder thereof. The agreement may be terminated immediately by the bank operating the account or RB if there has been insufficient funds in the account holder's account on the due date on several occasions or if the account to which the consent applies is terminated.

### F.3 Refund of debit transaction

This condition applies only to transactions within the EEA in Norwegian kroner, Euro or any other currency of the EEA countries.

The account holder is entitled to refund from RB of the full amount for a direct debit transaction initiated by or through a payee if:

- 1 ) The account holder has not authorised the exact amount of the payment transaction, and
- 2 ) the transaction amount exceeds what the cardholder reasonably could have expected based on the account holder's previous use, the terms of the framework agreement, and the general circumstances.

The account holder must demonstrate that the conditions for refund are present.

The account holder is not entitled to a refund if the amount is changed as a result of changes in the exchange rates and the reference exchange rate agreed upon.

The account holder is not entitled to a refund if the account holder has given RB consent to carry out the payment transaction and, where relevant, information on the forthcoming payment transaction was given or made available to the account holder at least four weeks prior to the due date from RB or beneficiary.

Any claims for refund must be submitted no later than eight weeks from date of the debit. RB shall, within ten days after receiving the claim for refund either return the full amount or provide a reasoned rejection of the claim with information about how the account holder may dispute the decision.

Except as stated in this section the account holder is not entitled to a refund of already approved and completed payment transactions from RB.

## **G. CONSUMER LOANS**

### G.1 Repayment of loans

The loan amount repayable by fixed instalments including interest (annuity loan). In case of interest rate changes, RB will adjust the instalments so that the agreed loan period is retained. The parties may agree to amend the duration due to changes to the interest rate. If such agreement concerns an extension of the term of the loan, such agreement can only be made following notification to the account holder is notified of the interest rate increases.

In case of multiple borrowers RB may require each of them for the full loan obligation, unless otherwise agreed.

## **H. E-SERVICES**

This Section H contains general conditions for all services that RB offers via electronic communication ("E-services"). The term E-services shall mean services that are wholly or partially executed by transmission of signals in all types of electronic communications networks such as telecommunications networks, the internet and cable television networks, including various online services, SMS and other mobile services that RB may offer from time to time.

E-services are subject to additional terms that RB determines for the individual service, as presented to the account holder. Other parts of the agreement also applies to E-services to the extent applicable.

Specific words and phrases in this clause shall have the meaning set forth in the text or clause H.24 "Definitions " below.

## **About the E-services in general**

### **H.1 Fees for E-services**

The use of E-services is charged with the at any time prevailing fees set by RB. The fees are deducted directly from the account holder's account credit or monthly in arrears. Information about prices and fees, and how they charged the account holder, is stated on RB's website, on the account statement or by phone.

### **H.2 Reservation against E-services**

The account holder has the right to make a reservation against the account holder's information being used for RB's E-services. This does however not apply to the E-services that are necessary for RB to fulfil its obligations towards the account holder or which follow from law.

RB will implement the account holder's reservation in their systems to the extent technically possible. The reservation can be directed towards RB's customer service, cf RB's contact information in the beginning of these terms.

### **H.3 Requirements for equipment and software**

Use of the E-services require a connection, including relevant equipment for such a connection, with the system for transmitting information via cable or radio waves, optically or by other electromagnetic transmission media ("electronic communications network"). RB is working continually to enhance the functionality of the E-services offered and recommends that the account holder uses an operating system and equipment that is updated and supported by the makers. The systems, browsers, etc. that at any time are required to access the E-services are stated on RB's website.

The account holder is responsible for obtaining access to equipment and software required to use the E-services. The account holder shall exercise prudence and protect their technical equipment against unauthorised use, for example by utilising available antivirus software and firewall. Costs related to the acquisition and use of technical equipment, as well as costs for connection to electronic communications networks, shall be covered by the account holder.

### **H.4 Safety measures**

The security measures for the E-services may vary, and RB specifies what security measures are relevant to the account holder. Any security measures offered by RB may be regulated in a separate agreement with its separate pricing provisions. In addition to the contractual terms relating to the security measure account holder has selected, the account holder is obliged to follow the safety regulations instructed by RB at all times.

### **H.5 Orders and instructions**

In addition to the provisions set out in the paragraphs below, the account holder is bound by orders or instructions that are submitted through E-services using the account holder's electronic identification or other security solution that the account holder has been granted by

RB, or which the account holder otherwise has been offered in relation to a specific scope in accordance with technical developments.

#### H.6 RB's right to amend the E-services

RB has the right to amend the scope and content of their E-services.

RB has the right to immediately block the account holder's access to E-services, with no price reduction, if:

- 1 ) the account holder has materially violated these conditions, special conditions or other instructions or requirements that apply to the E-services,
- 2 ) the account holder has acted fraudulently against RB,
- 3) the account holder dies, declared bankrupt, enters into debt settlement proceedings or is placed under administration or guardianship,
- 4) there is a suspicion of money laundering or financing of terrorism or there is a risk that RB by providing E-services promotes such offenses in any way,
- 5 ) there is a suspicion that the E-services are used or will be used in connection with other criminal activities or otherwise in violation of any applicable law or may otherwise cause damage to RB or others.

#### H.7 RB's right to deny access to the E-services

Outside of the situations specified in the paragraph above, RB is entitled to interrupt access to the E-services without price reduction;

- 1) to maintain and update the E-services
- 2 ) if RB deems that there is a significant risk that RB or RB's customers will suffer damage or losses by RB continuing to offer E-services,
- 3) if unauthorised use is suspected,
- 4) in case of repeated failed login attempts, or
- 5 ) if the account holder materially breaches these terms and conditions, special conditions or other orders and requirements that apply to E-services.

If RB is able to anticipate the interruption and the interruption is expected to cause more than insignificant consequences to the account holder then RB shall provide reasonable prior notice to the account holder about the interruption. Notice shall be given in the manner specified in the section A.4 "Communication between parties".

#### H.8 Limitation of RB's liability

RB does not guarantee the quality, condition or use of the E-services. RB is not responsible for any errors, delays, etc. that may occur with the use of E-services.

RB is not liable for damage resulting from errors, interruptions or disruptions in the account holder's computer, security measures, Bank ID or other system for generation of electronic signature or communication link with RB's computer system that complicates or precludes access to the electronic services that are offered. Furthermore RB is not responsible for

damage caused by disruptions or interruptions in RB's computer system that prevents or impedes access to E-services. RB is not responsible for any additional costs that may occur to the account holder as a result of unavailability of the E-services, unless otherwise follows from mandatory law.

For E-services that are offered other suppliers than RB, the supplier is solely liable to the account holder for the quality, condition and use of the E-service. The supplier's terms and conditions apply in addition to the terms and conditions of this agreement. RB recommends that the account holder makes a printout of the supplier's terms.

#### H.9 Parties' obligations

If RB through an error has charged to the account holder's account, then RB shall without undue delay credit the account for a similar amount and compensate loss of interest and other losses incurred by the erroneous charge.

Unless as otherwise provided in this agreement or mandatory laws, neither party is liable for indirect loss or damage imposed on the other party or other provider of E-services except in case of intent or gross negligence.

In no event shall RB liable for any loss resulting from a payment transaction not being successfully carried out due to extraordinary circumstances beyond RB's control that RB could not foresee or avoid the consequences of, even with every effort to avoid them, or that are caused by obligations on RB that are imposed by or pursuant to law.

#### H.10 Exception for natural person who uses the E-services in their own business activities

The provisions of this paragraph H that are explicitly based on consumer protection legislation and related legislation, such as the provisions on limited liability for unauthorised transactions, does not apply to natural persons who use E-services mainly for its own business activities.

### **E-services related to payment transfers**

#### H.11 Limitations of use

The at any time prevailing amount limits and time periods set by RB applies in connection with transfers from an account in RB to an account in another bank via E-service. Exceeding these limits may result in cause that the transaction cannot be completed through E-services. Information about the current amount limits and time periods stated will be given by telephone or on RB's website.

#### H.12 Requirements for completion of a payment transaction

In order for RB to carry out a payment transaction the account holder must provide information in the payment order in accordance with the instructions given by RB to account holders in connection with the placement of the payment order.

In general, the account holder must always provide information on the payee's unique identification code, such as bank account number, giro number or other similar information, and information that makes it possible for the payee to identify the payment transaction.

When the account holder has provided a payment order using a unique identification code RB shall be deemed to have carried out the payment transaction correctly if the amount is

transferred to the payee specified by the unique identification code. RB is not responsible if the unique identification code provided by the account holder is incorrect.

#### H.13 Approval payment transactions

The payment transaction is deemed approved when the account holder has consented to the execution of a payment transaction.

Consent to execution of a payment transaction is done by signature using Bank ID or other payment instrument that the account holder has been granted by RB or otherwise provided within a particular area in line with technical developments.

If the account holder is a minor, then RB may with binding effect on the minor assume that the transactions carried out through an E-service solely involves such funds as the minor has the right to disposed of on its own, unless otherwise notified RB from a guardian or public trustee.

#### H.14 Time of receipt of payment order

A payment order is, whether it is provided directly by the payor or by the payee, is deemed received at the time of reception of the payment order by RB.

A payment order must nevertheless be received RB no later than the specified stop time for the execution of the payment transaction in order for the payment transaction to be carried out the same business day. Information about the scheduled stop times is stated on RB's website. If the time of receipt is not a business day or is after the applicable stop time, the payment order is deemed received on the following business day.

If the account holder wishes the date of receipt to be another than what is stated above when placing the order, the account holder must set a future date in the manner instructed by RB when placing the order. This applies only in cases where RB provides an option to set future dates in the applicable E-service.

#### H.15 Revocation of payment order

A payment order may not be revoked after the order is received by RB except as otherwise provided below.

When a payment transaction initiated by or through the payee, the account holder cannot revoke the payment order after the account holder has placed its payment order or communicated its consent to the transaction to the payee. An exception applies to direct debit, where the payment order may be revoked until the end of business day prior to the agreed payment date. If it is agreed that a payment order shall be carried out at a specific, future time, the account holder may still revoke the payment order until the end of the business day before the agreed due date.

#### H.16 Completion of payment transactions

Payment transactions arising out of payment orders received within the specified time for receipt of a payment order is normally carried out :

1 ) the same day between accounts in RB,

2 ) the following business day for payment transactions to accounts in another banks in Norway or another banks within the EU/EEA, if payment is in Norwegian kroner or Euro.

3) within three banking days for transfers in other currencies within the EU/EEA.

Estimated completion time is stated upon request in relation to payment transactions to bank accounts in countries outside of the EU/EEA.

#### H.17 Overdraft

The account holder shall ensure that there is coverage on the account for the payment transactions authorised by the account holder, including payment transactions such as direct debits, regular payment orders and payment transactions initiated by the payee. If the account is overdrawn, the account holder is obliged to immediately pay an amount that covers the overdraft. Overdraft is charged with special interest and/or fee in accordance with RB's prevailing conditions. RB is not obliged to give notice that there are insufficient funds in the account in connection with direct debit, regular payment orders and payment transactions initiated by the payee.

#### H.18 Rejection of payment order

RB may reject a payment order if the account holder does not meet the conditions of this agreement or the execution of the payment order is contrary to law. The account holder shall be informed as soon as possible and within the time limits in the section on time limits for completion of payment transactions if RB rejects a payment order. If possible, the notification shall include the reason for the rejection and the procedure to be used to correct errors that the rejection is based on. If there is an objective reason for the rejection, then RB is entitled to charge the account holder a fee in accordance with RB's prevailing conditions. A payment order which RB rejects, is not deemed received by RB. RB has the right to charge the account holder a fee for notifying about rejection of a payment order.

#### H.19 Responsibility for the execution of payment transactions

The account holder is responsible that there is coverage for payment orders given and that the information provided in the payment order is sufficient and correct. RB is consequently responsible that the amount and information is transferred to the payee's bank. If the assumptions in the first sentence are true and the amount is still not transferred to the payee's bank, or the payment transaction is otherwise inadequately performed and the account holder makes a claim in accordance with the section relating to complaints, RB shall without undue delay refund the amount or restore the balance on the debited account as it should have been if the inadequately completed payment transaction had not taken place and replace any other direct loss that the account holder has incurred, including exchange rate losses, debt collection fees and the like. RB has no liability for indirect loss, unless RB has displayed wilful misconduct or gross negligence. RB is in any event only be liable if the loss is caused by RB's own willful misconduct or gross negligence in connection with payment transactions to and from other countries.

The account holder who initiated the payment order shall be notified that the transaction was not completed and the reason for this if possible.

If RB can demonstrate that the receiving bank has received the transaction, the receiving bank is responsible if the transaction is not carried out or completed in an insufficient manner. If the payee's bank returns the amount despite of this responsibility, RB is responsible that the amount is promptly repaid to the account holder.

In cases where the account holder has provided erroneous information about the payment (for example, incorrect unique identification number, including the wrong account number) RB has no responsibility. Upon the request of the account holder, RB shall take such actions as may reasonably be required to return the amount that the payment concerned. RB is entitled to impose a fee for this service. RB will credit the account holder's account as soon as possible after RB has received the relevant payment. Before the transfer is credited to the account holder, any charges specified in the agreement and RB's list are deducted.

### **About the unauthorised use of E-services**

#### **H.20 Liability for unauthorised transactions - account holder's duty to block the payment instrument or other security measure**

A payment instrument or other security measure used to initiate a payment order or other E-service shall be treated as a valuable asset and should be used and handled according to the issuer's terms and conditions.

The account holder shall always take the necessary precautions to protect itself against unauthorised or unlawful use of the payment instrument or other security measure. The account holder shall ensure that its personal code for the payment instrument or other security measure is hidden from all other persons. Any recording of the code shall only be done in such a manner that others cannot understand that the record concerns a personal code. The code should not be listed on, attached to or kept with the card, card holder or other payment instrument. The account holder shall destroy the entire PIN-letter shipment after having received and becoming familiar with it.

Loss of a payment instrument or other security measure, including theft or other unauthorised access, which may be used for E-services or unauthorised use of the same, shall in any event be reported immediately to the RB or RB's nominee.

#### **H.21 RB's right to provide information to issuers etc. of payment instruments and other security measure**

RB reserves the right to cancel the E-services for account holders and provide information to the issuer, or whomever provides a payment instrument or other security measure, when there is:

- 1 ) a risk that a payment instrument or other security measure cannot be used safely, for example due to technical reasons, or
- 2 ) unauthorised use of a payment instrument or other security measure is suspected.

RB will inform the account holder that RB has cancelled the E-services to the account holder and has provided information to the issuer or provider of the payment instrument and the reason for this as soon as possible after the information is provided. The account holder will not be informed if RB's deems that such information would be contrary to law, regulation or other governmental regulation or inadvisable for security reasons.

#### **H.22 Liability for payment in case of unauthorised transactions**

An unauthorised payment transaction is a transaction that the account holder has not consented to.

The account holder is responsible for up to NOK 1 200 for loss on unauthorised payment transactions resulting from the use of a lost or stolen payment instrument if a personal security measure is used, or which is caused by misappropriation of the payment instrument provided the account holder has failed to protect the personal safety measures and a personal security measure is used.

The account holder is liable for up to NOK 12 000 for loss on unauthorised payment transactions if the cause of the loss is that the customer by gross negligence has not taken all reasonable precautions to protect the personal security measure for the payment instrument or to notify RB or RB's nominee without undue delay, where the account holder has been aware of loss, theft or misappropriation of a payment instrument, or unauthorised use. In case of wilful misconduct or fraud by the account holder, the account holder is liable for the entire loss .

Notwithstanding of what follows from the second and third paragraphs above, the account holder is not liable for amounts that are charged the account after the account holder has given notification that the payment instrument shall be blocked . This does however not apply if the account holder contributed to the unauthorised transaction by fraud.

Even if the account holder has not been negligent, the account holder is liable for the entire amount if the account holder does not without undue delay notify RB after the account holder became or should have become aware of the unauthorised payment transaction (complaint), and no later than 13 months after the debit date. The 13 months deadline shall not apply where the RB has not provided the information about the transaction to the account holder. Where another person than the account holder is authorised to use an account, that person's actions are regarded as the account holder's own actions when assessing whether the account holder is responsible for any amount.

Except as noted above, RB is responsible for unauthorised payment transactions. RB shall refund the amount and compensate any loss of interest from the date of payment if the account holder as made a timely complaint, unless the account holder has acknowledged responsibility for the payment transaction in writing, or RB within 4 weeks from the receipt of the account holder's written complaint has initiated legal proceedings or brought the matter before a relevant tribunal.

Customers who use E-services mainly for business activities, will not benefit from the above limitations of liability , and are fully responsible for any and all use of the payment instrument that has

#### H.23 Complaints

The account holder shall without undue delay from the account holder has become aware, or should have been aware, that the account holder is affected by errors in the E-services, incorrectly completed payment transactions or unapproved/unauthorised transactions notify RB and request that the error is corrected (complaint).

If the E-service is performed by another provider than RB, the complaint shall be directed to the supplier and not RB.

Complaints of erroneously conducted payment transactions or unapproved/unauthorised transactions must occur within 13 months from the date the amount was charged to the

account. By late notification the account holder loses its right to invoke the error and the account holder will be responsible for the full amount. The account holder shall immediately make itself acquainted with information on completed payment transaction that is provided or made available to the account holder in accordance with the provisions in the section A.7 "Account Information and Payment".

If the account holder denies to have given his consent to a completed E-service, or claims that E-service is not implemented correctly, the account holder shall at RB's request contribute to RB's identification of the E-service and any necessary investigation by RB of the non-approved and conducted E-service.

#### H.24 Definitions

**Business day:** A day where the relevant institution of the payer or the payee involved in the execution of a payment transaction is open for business as required for such service.

**Payment instrument:** A personal instrument or set of procedures agreed between the account holder and RB that the account holder uses to initiate a payment order, such as Bank ID or other electronic ID.

**Payment orders:** Any request from a payer or payee to RB for a payment transaction.

**Payment transaction:** Action initiated by a payer or payee to pay, transfer or withdraw funds (such as deposits, withdrawals or transfers), irrespective of any underlying obligations between the payer and the payee.

**Stop time:** The time that the bank or other payment service provider has set to determine whether funds or payment orders shall be deemed to be received on the subsequent business day

**Unique identification code:** A combination of letters, digits or characters provided by a bank or other payment service provider that a customer must provide to unambiguously identify another user of the payment service or its bank account, such as an account number.