

# Standard Terms and Conditions of the SMS Service Agreement

## Definitions

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

**User** – a person to whose mobile phone number the service is related.

**Client** – a natural or legal person for whom the bank has opened an account to which the service is related. The client can also be the user.

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

**Bank** – Coop Pank AS.

**Service** – the agreement-based SMS notification service provided to the client.

**Terms and conditions** – 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 phone, either based on information requests or in the form of an automatic notification by the bank.

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

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

1.4. The precondition for the conclusion of the 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 the terms and conditions shall be subject to the general terms and conditions of the bank, the terms and conditions of the settlement agreement and any other terms and conditions of the bank cited in them.

1.6. If the user is not the client, 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 in them.

1.7. The client hereby certifies that they are aware that the appointment of a user may result in the details of the client's transactions (including balances of funds) becoming known to the user. The bank shall not be liable if, when designating a user, the client fails to ensure the personal reliability of the user.

## 2. Use of the service

2.1. Based on an information request transmitted using a mobile phone, 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 notifications 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 the service if, based on the circumstances it has discovered, the bank has come to suspect that the service is being used against the will of the client and/or the 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 phone number specified in the agreement.

3.2. The user shall be obliged to take good care of the SIM related to the mobile phone 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 related to the mobile phone number, or also if there has arisen the possibility or a reason to believe that there will occur the opportunity for the use of the mobile phone number by third parties against the user's will, the client and/or the user shall be obliged to notify the bank immediately. Upon receiving the corresponding 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 the 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 phone

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 such use.

## 4. Service fees

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

4.2. The service fee shall be charged to the same account concerning which the 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 communication fees or any other expenses related to the service shall be paid by the client to the mobile network operator that is providing the client with that service.

## 5. Liabilities of the parties

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

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

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

## 6. Term, 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 has the right to unilaterally amend the terms and conditions of the agreement by publishing the amendments in full at least 1 (one) month before their entry into force at the bank's branches, on the bank's website or via another 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 agree to the amendments, they have the right to cancel the agreement immediately and free of charge before the amendments take effect.

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

6.4.1. at a branch of the bank by submitting the corresponding written application;

6.4.2. by sending the corresponding notification via the online bank;

6.4.3. in another manner accepted by the bank.

6.5. The bank shall be entitled to cancel the agreement unilaterally at any time by notifying the client at least 1 (one) month 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 stipulated in the settlement agreement, the general terms and conditions of the bank or the legislation.

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

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 the financial claims that 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 pursuant to the general terms and conditions of the bank.

6.10. If the user is not the client, 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 its performance to any third parties except in the instances when this proves necessary or when the entitlement or obligation to disclose is stipulated in the agreement or the legislation. The bank shall be entitled to disclose information related to the agreement and its performance to third parties in the instances stipulated in the general terms and conditions of the bank.

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