

# Standard Terms and Conditions of Donation Standing Order Agreement

## 1. Terms and definitions

The terms defined in the Terms and Conditions of Settlement Agreement are also used in the Terms and Conditions in addition to the terms defined below.

**Donation Standing Order** means a payment instruction given by the Payer to the Bank under the Agreement to make regular payments from their Account(s) on the terms and conditions determined in the Agreement for the purpose of making donations.

**Card** means any debit or credit card(s) linked to Account(s) the payment transactions performed with which are taken as the basis in calculating the payment amount, including any debit or credit card(s) taken into use in the future.

**Account** means the current account(s) designated by the Payer in the Agreement for the execution of payments.

**Agreement** means the Donation Standing Order Agreement entered into between the Payer and the Bank, which consists of the Principal Terms and Conditions and these Standard Terms and Conditions and the documents referred to therein.

**Payment** means the transfer of money from the Account(s) to the Payee on the basis of the payment instructions given by the Payer to the Bank under the Agreement.

**Payment Date** means the day following the execution of payment transaction(s) performed with a Card.

**Payer** means a private holder of Account(s) who has entered into an Agreement with the Bank.

**Bank** means Coop Pank AS, registry code 10237832.

**Payee** means the non-profit association indicated in the Agreement (e.g. an NPO or foundation) which the Payer has selected from among those offered by the Bank.

**Terms and Conditions** means these Standard Terms and Conditions of the Donation Standing Order Agreement.

## 2. Execution of Payments and calculation of payment amount

- 2.1. By entering into the Agreement, the Payer issues a payment instruction to the Bank to make Payments from their Account on the Payment Date on behalf of the Payer in accordance with the Terms and Conditions of the Agreement. The Payments are deemed to have been authorised by the Payer by them entering into the Agreement.
- 2.2. The Bank executes the Payment on the Payment Date according to the Agreement and the Settlement Agreement.
- 2.3. The payment amount is calculated by the Bank on the basis of any payment transactions performed with Card(s), with the exception of cash deposits, for every payment transaction performed with each Card or every Card from the amount determined in the Agreement. The payment amount is not amended if a payment transaction performed with a Card is later cancelled. When taking a new Card into use or updating or replacing a Card in accordance with the debit or credit card agreement, the basis is any payment transactions performed with the new or replacement Card, with the exception of cash deposits.
- 2.4. The Payer ensures that there are sufficient funds in the Account for the execution of the Payment for the duration of the Payment Date, and that there are no restrictions on the Account preventing the execution of the Payment (e.g. seizure). The Bank does not verify the existence of funds in other Accounts of the Payer.
- 2.5. If the funds available in the Account on the Payment Date are insufficient for the execution of the Payment or if restrictions have been established on the Account that prevent the execution of the Payment (e.g. seizure), the Bank will leave the entire Payment unexecuted.
- 2.6. If the Payer has issued the Bank with several standing orders with the same Payment Date in respect of the same Account, the Bank shall determine the order in which the Payments are made.
- 2.7. The Payer has the right to request that the Bank not execute a Payment by submitting the relevant instructions to the Bank either at a branch or in the Internet bank by the settlement date preceding the Payment Date at the latest.

## 3. Liability

- 3.1. The Bank is liable for the execution of Payments that comply with the Terms and Conditions of the Agreement. The Bank is not liable for the non-execution of a Payment if the reason for this is the lack of sufficient funds in the Account or if restrictions have been established on the Account that prevent the execution of the Payment (e.g. seizure).
- 3.2. The Bank is not liable for the fulfilment of the objectives or the actions of the Payee or for the use of donations by the Payee for their intended purpose.

## 4. Term, amendment and termination of Agreement

- 4.1. The Agreement shall take effect on the day following its signing and shall be entered into for an unspecified term, unless otherwise agreed.
- 4.2. The Bank has the right to unilaterally amend the Terms and Conditions of the Agreement and the price list by informing the Payer thereof in advance in accordance with the procedure and deadlines established in the Settlement Agreement. If the Payer does not agree to an amendment, they have the right to terminate the Agreement within the notice period following the performance of all of their obligations arising from the Agreement. If the Payer does not cancel the Agreement within the notice period, it shall be deemed that they have consented to the amendments.
- 4.3. The Payer has the right to unilaterally terminate the Agreement at any time by submitting relevant instructions in the format accepted by the Bank at a branch of the Bank or in the Internet bank at least one (1) day in advance. The Agreement shall end on the day following the submission of said instructions, unless otherwise agreed.
- 4.4. The Bank has the right to unilaterally terminate the Agreement at any time by notifying the Payer thereof pursuant to the procedure stipulated in the General Terms and Conditions at least two (2) months in advance.
- 4.5. The Bank has the right to terminate the Agreement without notice if the Payee's account is closed.
- 4.6. The Agreement is deemed to have ended if:
  - 4.6.1. all of the Accounts indicated in the Agreement are closed;
  - 4.6.2. the Bank has not been asked to issue a new or replacement Card within seven (7) days of the closure of the final Card or the Bank declines to issue a new or replacement Card in accordance with the debit or credit card Agreement(s);
  - 4.6.3. the Bank is informed of the Payer's death.
- 4.7. In addition to the cases specified in the Agreement, the Bank has the right to terminate the Agreement without notice in the other cases stipulated in the Settlement Agreement or the General Terms and Conditions of the Bank or in law.
- 4.8. The Agreement coming to an end shall have no impact on the collection or satisfaction of financial claims that arose prior to the Agreement ending.

## 5. Other Terms and Conditions

- 5.1. In matters not regulated in the Agreement, the Bank and the Payer shall proceed, in addition to the Agreement, from the Settlement Agreement, the General Terms and Conditions of the Bank, the Principles of Client Data Processing and the price list. The Terms and Conditions of the Agreement shall prevail in the case of a conflict between terms and conditions.
- 5.2. Any claims and complaints of the Payer shall be resolved pursuant to the Settlement Agreement and the General Terms and Conditions of the Bank.
- 5.3. By entering into the Agreement, the Payer confirms that they have been given sufficient information about the Donation Standing Order service and understood it, reviewed the Agreement, the Settlement Agreement, the General Terms and Conditions of the Bank, the Principles of Client Data Processing and the price list, and wish to enter into the Agreement under those terms and conditions.