

# Agreement terms and conditions – AvtaleGiro with electronic signature

## 1. Purpose of the Agreement

AvtaleGiro with electronic signature is a service that makes it possible for the Payee to offer the Payer the option of paying their invoices using AvtaleGiro.

The purpose of this Agreement is to stipulate the rights and obligations of the parties in relation to access to and use of AvtaleGiro with electronic signature.

By entering into this Agreement, the Payee is granted access to an infrastructure for entering into AvtaleGiro agreements electronically, whereby the Payer is given the option of signing the Agreement using BankID.

This service requires the Payee to have entered into a payee agreement covering AvtaleGiro with their own bank.

This service requires the Payer's bank to have entered into an agreement with NETS on the use of AvtaleGiro with electronic signature.

## 2. Parties

This Agreement is entered into between NETS AS (hereinafter referred to as NETS) and the Payee specified on the first page of this Agreement.

## 3. Definitions

**Payer:** Physical person who has entered into an agreement with the Payee for the purchase of or payment for one or more services and who has selected AvtaleGiro as the form of payment.

**Payee:** Legal person who offers the Payer the option of using AvtaleGiro with electronic signature as a form of payment on their website.

**Payee's bank:** The bank with which the Payee has entered into a payee agreement for AvtaleGiro.

**Payer's bank:** The bank with which the Payer wishes to sign an agreement.

## 4. The Payee's obligations

### 4.1 General

This Agreement requires the Payee to have entered into the necessary agreement(s) with their bank in order for the Payee to be able to offer AvtaleGiro to Payers.

It is a requirement that the Payee establishes the necessary procedures to identify Payers who use the solution.

Furthermore, it is a requirement that the Payee carries out the necessary implementation/adjustments to their gateway so that it can communicate with NETS' common gateway. The interface with the common gateway must be in accordance with the specifications which are set out in the "Implementation Guide" and any other specifications which have been received from NETS or which appear on NETS' website (test account). The Payee must perform the necessary integration tests before the solution can go live. Notification of the results after performing tests must be sent to NETS AS, FAO Testgruppen NO-0045 OSLO, NORWAY.

### 4.2 Security requirements

The Payee is responsible for areas under their control, including adequate data security. Where NETS stipulates security requirements for the solution, the Payee shall implement these without undue delay and by no later than the deadline set by NETS when providing notice of an upgrade.

The Payee shall ensure that no malicious software is transmitted (virus, trojans, etc.) to NETS, the bank or the Payer. Where the Payee discovers or suspects a security breach, NETS must be notified of this immediately.

### 4.3 Marketing

The Payee must use the NETS and AvtaleGiro logos in accordance with the guidelines and orders issued by NETS.

### 4.4 Storage and use of personal data, including storage of account numbers and personal ID numbers.

The storage and use of personal data, including the storage of account and personal ID numbers, must take place in accordance with the Norwegian Data Protection Act and other relevant legislation.

Account numbers may only be used for the purpose of entering agreements and may not be used for any other purpose unless otherwise indicated in a written agreement with NETS or the bank. This shall not prevent the storage or disclosure of information as required by law.

### 4.5 Change of details

The Payee must provide notification of any changes that are significant to the contractual relationship.

### 4.6 The company's legal requirements etc.

The service may only be used in solutions which fall within the framework of Norwegian law and any foreign laws, where relevant. If the service is used in connection with illegal activities (for example, but not limited to, illegal gambling and other illegal content management services), NETS' obligations in relation to this Agreement shall cease with immediate effect.

### 4.7 Quality requirements, customer service and responsibility for eID

The Payee must comply with the quality requirements prepared by NETS and is itself responsible for securing the procedures and mechanisms that are used to connect to NETS' services. It must be possible for every single connection that takes place in accordance with the identification mechanisms (passwords, certificates, etc.) agreed by the parties to be processed by NETS without liability, as though the action were being performed by the Payee. The Payee is thus responsible for managing their own passwords and other identity mechanisms which have been agreed between the parties. The Payee must ensure that it acquires and uses the necessary eID(s) and security certificate(s).

### 4.8 Upgrades to NETS' solution

When the Payee receives notice from NETS that the solution must be updated, the Payee must update their own solution at their own expense before the deadline specified. NETS normally implements four (4) regular updates a year. Security upgrades ordered will be implemented as required.

## 5. NETS' obligations – Description of the delivery

NETS must inform the Payee of additions to the functionality of the solution when these go live. At least one (1) month's written notice of changes to the solution which require changes to the Payee's data exchange with NETS must be given.

If service interruptions, outages, etc. are expected, NETS must give the Payee notice of this without undue delay. NETS is not obliged to give notice of minor interruptions.

**Support** is provided according to the solution and any additional services which the Payee has paid for. In connection with the implementation of the payment solution, NETS provides up to two (2) hours' support for the following:

- Establishing communication between the Payee and NETS,
- Acceptance testing, and
- Troubleshooting.

If the Payee would like more than two (2) hours' support in connection with implementing the service, this may be agreed separately with NETS. The Payee will be invoiced at the relevant hourly rates for each hour commenced.

## 6. Requirements for obtaining acceptance from the Payer

Both parties are obliged to obtain the necessary statutory consent from the Payer in relation to their own and the other party's use of personal data and/or customer data.

## 7. NETS' rights

NETS hold all copyrights and other intellectual property rights for computer software and systems, including related documentation, unless otherwise agreed. The Payee has a right to use the software that NETS makes available for use. Software may not be modified, copied, sold or otherwise made accessible to others.

NETS is entitled to use the Payee's name and logo in marketing the service, subject to a more detailed agreement between the parties.

## 8. Prices and price changes

The Payee's costs associated with use of the solution are set out in the price list for the solution valid at the time, unless otherwise agreed.

## 9. Payment terms

The following applies unless otherwise agreed:

- Invoicing for access to the solution takes place when the Agreement is entered into.
- Invoicing for transaction price takes place monthly in arrears by the Payee's Bank.
- Invoicing for monthly subscriptions takes place in advance annually.
- The payment deadline is 14 days after receipt of the invoice.

In the event of a failed payment, NETS is entitled to prevent the Payee from using the solution until payment has been made and/or terminate the Agreement, see section 15.

## 10. Liability

NETS is not liable for deficiencies and delays unless gross negligence on the part of NETS can be determined to be the cause. NETS' liability is furthermore limited to direct losses which can be documented by the Payee. Liability shall not under any circumstance exceed NOK 20,000 per compensation case. Indirect losses, including consequential damages, operational losses or loss of profit, will not be compensated.

NETS shall not be liable for losses due to:

- Service interruptions beyond the control of NETS which prevent use of the common gateway or other systems.
- conditions beyond the control of NETS, including new legislation, public authority decisions, war, strikes, lockouts, boycotts, blockades, interruptions to the electricity supply, errors or interruptions in electronic data processing systems or operating networks or other similar circumstances. In the event of a strike, including local strikes, lockouts, boycotts, blockades, etc., this shall apply even if NETS is a party to them.
- The Payer's or Payee's failed attempt to complete the process of entering into the Agreement, regardless of whether or not this is due to errors or deficiencies when processing transactions in NETS' or others' systems.
- Any form of fraud, regardless of whether or not this can be attributed to named persons. NETS accept no liability for any financial loss etc. as a result of agreements which were entered into on an unlawful basis.
- In respect of failed or reduced settlement.
- NETS not giving notice of service interruptions, outages, etc.

## 11. Non-disclosure/Confidentiality

All information that the parties exchange with one another as a result of this Agreement must be kept confidential and may not be passed on to third parties without the written consent of the other party.

The non-disclosure obligation shall not cover information that is made available to the public by NETS or information that by its nature should not be kept confidential.

The non-disclosure obligation shall apply indefinitely, including after the Agreement has been terminated. In the event of any doubt about the interpretation of the scope of non-disclosure in individual cases, this shall be resolved jointly by the parties.

## 12. Transfer of rights

NETS may transfer its rights and obligations under this Agreement. The Payee may only transfer their rights and obligations with the prior written consent of NETS. Consent shall not be withheld without just cause.

## 13. Change of bank

If there is a change in bank, a new agreement must be entered into.

## 14. Law and jurisdiction

Agreements concerning AvtaleGiro with electronic signature are subject to Norwegian law. Any disputes arising in relation to the interpretation of the Agreement shall be resolved at Oslo District Court. In the event that NETS considers another legal venue to be more appropriate, NETS may decide that the dispute be resolved at that legal venue.

## 15. Amendments to the Agreement

NETS is entitled to amend the terms and conditions of the Agreement and the product description on giving one (1) months' notice. Notice shall not be required, however, where, in the opinion of NETS, the amendment is entirely to the advantage of the Payee or is insignificant. In the event of major changes to the terms and conditions, NETS must supply the Payee with the updated terms and conditions.

## 16. Right to suspend the service

NETS is entitled to suspend the service if NETS has reason to suspect criminal activity, fraudulent use of the service, unlawful acts or acts which are in breach of the Agreement or are unethical. This shall also apply where the service or Payee's business or website represents a risk to data security, NETS' business, NETS' customers or third parties or represents an infringement of their rights.

## 17. Agreement period and termination

This Agreement shall be in force from the date of signature by both parties and may then be terminated by one of the parties on giving at least three (3) months' written notice.