

General Terms and Conditions for Neonomics' Account Information Services and Payment Initiation Services

Neonomics is a Norway-based account information service provider and payment initiation service provider offering account information services (“Account information services”/“AIS”) and payment initiation services (“Payment initiation services”/“PIS”) (individually the “Service”, together the “Services”). Account information services will enable you, the user (“you” or “user”), to see your payment account information from different bank accounts in one place online or via a mobile app, while Payment initiation services will enable you to pay with funds that is withdrawn directly from your online bank accounts, as further set out and regulated in EU’s Revised Payment Services Directive (“PSD2”) (Directive (EU) 2015/2366) and any applicable national legislation.

When you use Neonomics' Services, you enter into an agreement (“Agreement”) with Neonomics for which the following terms (the “Terms”) shall prevail to the maximum extent permitted under applicable law. Please read these Terms in conjunction with any invariable rule that may apply to the contractual relationship between you and Neonomics' client (“Client”). By activating and using the Services, you agree to and accept these Terms in their entirety.

To use the Services, you must be authorized to enter into contracts. By agreeing to these Terms, you represent that this is the case.

Neonomics' company number is 919 041 021. Our address is Torggata 15, 0181 Oslo, Norway. You can contact Neonomics through the secure contact form on our website, neonomics.io/enduser, by e-mail support@neonomics.io or telephone number +47 37 71 51 23. If you contact us by email, please do not write any sensitive personal information.

Neonomics holds all relevant licenses to provide the Services. The Norwegian Financial Supervisory Authority (“Finanstilsynet”) is our home state supervisory body. Required licenses have subsequently been duly registered and issued in all relevant jurisdictions to enable Neonomics to provide the Services.

A summary of the information and conditions regarding the Services is available in the section below. It is however important that you read the Terms in their entirety.

Main characteristics of the Services: Neonomics offers both Account information and Payment initiations services.

Neonomics' **AIS** allows a payment service user, a holder of account(s), to request that the account information about/from your account(s) is retrieved from the designated account(s) and is made available to our Client, as designated by you, for the purposes defined by such Client in the Client Service. Neonomics will have access to your account details for 90 days. Access can be revoked by you through your online bank or by contacting Neonomics.

Neonomics' **PIS** allows the user to request an initiation of a payment order from a payment account to another account. When you use the Payment initiation service you will first either enter your account number into the specified field (in such markets and Services where this is possible) or give your consent to our Account information service. This consent is necessary so we can identify your account in the bank you have chosen, and so that we can validate that the payment has been processed. Neonomics might also check if the balance on the account is sufficient to perform the Service. Neonomics will have access to your account information for 90 days. Access can be revoked by you through your online bank or by contacting Neonomics.

Information we need to provide the Services: In order to use the Services, you must provide information according to the instruction provided by Neonomics within the respective Service.

Giving consent to execute the Services and withdrawal of such consent: Each time you use our Services, you are giving us your explicit consent to perform the Service. Regarding AIS, the consent is valid for, and we will have access to your account details for 90 days. Access can be revoked through your online bank. For PIS, the Agreement is normally terminated as soon as we have performed the Service you requested. This means that the consent provided by you for the Service is only used once, thus no withdrawal of the consent is necessary. If you have consented to a recurring payment the consent will be valid until you withdraw the consent through your online bank.

Time of receipt of a payment initiation order: A payment initiation order is received by Neonomics the same day it has been approved by you. The processing of the payment order depends on the processing time that applies to you under your agreement with your bank.

Cut-off time for payment initiation orders: Not applicable. A payment initiation order is executed by Neonomics directly upon your request.

The maximum execution time for the Service: The Services are executed immediately upon request.

Fees: The Services are provided by Neonomics free of charge. Traffic charges imposed by your mobile phone operator or internet provider may apply. Charges imposed by our Client/your service provider may apply. Charges imposed by your bank might also apply.

Communication: The Neonomics' Services are only offered digitally, therefore information and notifications will be provided through e-mail or other digital media when so required.

Language: Our primary communication language is Norwegian. Outside Norway we communicate in the official language where the Services are provided.

Right to receive the Terms on a durable medium: You have the right to receive the Terms on a durable medium. The Terms will upon request be provided on a durable medium.

Your responsibilities for safe keeping of a payment instrument: You are responsible for keeping your login and security credentials (“Login and Security Credentials”) protected from unauthorized access. You are also responsible for protecting the technical equipment from unauthorized use. You must immediately inform your bank if you suspect or have knowledge of unauthorized use of your Login and Security Credentials. You must immediately inform Neonomics by email if you suspect or have knowledge about unauthorized use of the Services.

Notification of the user of unauthorized use or security risks: Notifications will be made electronically; appropriate security measures will be applied.

Conditions under which Neonomics reserves the right to block the user: Neonomics may at any time block the Services if there is a risk for non-secure use of the Services, or in case of suspicion of unauthorized use of the Services. The same applies for suspected fraud or other illegal activity. We will notify you as soon as possible in such a case, if it is lawful to give such notice.

Your responsibility to report unauthorized use: If you suspect that a payment based on a payment initiation has been executed without your approval or that it has been performed incorrectly you must, without undue delay after becoming aware of it, report it to your bank where your bank account is held according to the bank’s instructions.

Your liability for unauthorized payment transactions: You may be obliged to bear the losses relating to any unauthorized payment transactions, up to a maximum of EUR 50, resulting from the use of a lost or stolen payment instrument or from the misappropriation of a payment instrument. You may be obliged to bear all the losses relating to any unauthorised payment transactions if they were incurred by you acting fraudulently or failing to fulfil one or more of your obligations in relation to payment instruments and personalised security credentials, with intent or gross negligence. In such cases, the maximum amount referred to above does not apply.

Notification time for unauthorized or incorrectly executed payment initiation: If you suspect that a payment based on a payment initiation has been executed without your approval or that it has been performed incorrectly, you are responsible for, without undue delay after becoming aware of it, reporting it to your bank where your bank account is held according to the bank’s instructions. It is your bank that shall restore the balance provided that you have informed your bank within due time. If you fail to notify your bank within 13 months after the amount is debited your account, you may become liable for the transaction.

Neonomics' liability for the execution of payment initiation: Neonomics cannot guarantee the reliability or accuracy of the information presented in the Services, although we strive to deliver our Services in a correct manner. If our Service is not performed in the correct manner, we may be liable to you in accordance with applicable law.

Refunds: The provision of the Services requires payer's approval, and therefore the payer does not have the right to refunds, unless mandatory law states otherwise.

Amendments of the Terms: If the Terms are amended, they are deemed to be accepted unless the user informs Neonomics otherwise. If the Agreement constitutes a Framework Agreement, the amended Terms will come into force no earlier than 2 months after you have been informed of the amended Terms. If you disagree to the amended Terms, you may at any time terminate the Agreement free of charge by contacting us at support@neonomics.io.

Duration and termination of the Agreement: The Agreement is normally terminated as soon as we have performed the Service you requested, and both parties have fulfilled their obligations towards each other. If you have entered into a Framework Agreement, it remains in force for a period of 365 days following the day when the Services was last performed at your request. You may nonetheless, at any time, terminate the Agreement by contacting us at support@neonomics.io. If you wish to withdraw your consent to our account information service within the 90-day period your consent is valid, you can do so in your online bank or by contacting Neonomics.

Complaints: In the event that you should wish to raise any complaint in respect of our Services, please tell us using the secure contact form at neonomics.io/enduser so that Neonomics can investigate the circumstances for you.

Governing law and venue: The Agreement and the Terms are governed by and construed in accordance with Norwegian law, without giving effect to conflict of law principles. If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. To the extent that Norwegian law is in conflict with laws of your country of residence, Norwegian law shall prevail to the maximum extent possible. If not prohibited by the laws of your country of residence, disputes shall be settled by Norwegian courts.

Out-of-court complaint procedures: Norwegian residents may contact Finansklagenemnda. For residents outside Norway, please refer to https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country_en for further guidance.

1. GENERAL

- 1.1. By using the Services, you enter into the Agreement. It is a condition for using the Services that you accept these Terms. If not, you cannot use the Services.
- 1.2. You must be at least 18 years of age to use the Services, and/or otherwise be authorized to enter into the Agreement.
- 1.3. You need to have access to an internet connection in order to use the Services.
- 1.4. The Services are provided to you through one of our Clients that provide one or several of their own services to you (“Client Service”). Neonomics is only responsible for Neonomics’ provision of the Services to you, in accordance with these Terms. The Client’s terms and conditions will apply for the Client Service. The Client’s terms and conditions are thus outside the scope of this Agreement. Information regarding Client Services is provided by respective Client.
- 1.5. By entering into this Agreement, you consent to that the Agreement is entered into electronically and that this also applies to amendments to the Agreement. These Terms can be downloaded when entering into the Agreement, or they can upon request be provided on a durable medium any time during the term of the Agreement. Our primary language for communication is Norwegian or other official language in the markets where the Services are provided. You accept that Neonomics will communicate with you through e-mail or other digital media.

2. OUR SERVICES

2.1. Our Services will allow you to either use our AIS and/or our PIS through the Client Service. A prerequisite for the Services to be performed is that the account(s) is accessible online. AIS provisions are specified in section 3 and PIS provisions are specified in section 4.

3. ACCOUNT INFORMATION SERVICE

3.1. Neonomics’ AIS enables you to access and view information relating to one or several of your payment accounts, or another person’s payment account(s) if you have a right of disposal on the account(s) through our Clients' apps or websites. AIS shall only be used for joint accounts and accounts where you have a right of disposal when used as part of a PIS.

Neonomics can retrieve information about payment accounts, credit- or debit card accounts, savings accounts etc. By requesting that we provide the AIS, you provide your explicit consent to us performing AIS and, as a part of that Service, retrieve relevant data and make the Information available to the Client or Clients that you have designated. The retrieval of data will be performed as soon as possible after you consent to the performance of the Service.

3.2. AIS is made available to you within a Client Service. Before AIS is initiated, a list of available banks that it is possible to retrieve the information from is presented to you. You choose the bank you want to retrieve the account information from based on the presented list.

After you have chosen the bank, information regarding AIS being provided by Neonomics is presented to you. You must accept these Terms and give your explicit consent to the provision of the Service prior to the initiation of AIS. Neonomics' privacy policy will also be presented in this step. When we have received your request regarding the provision of AIS, you must identify yourself towards the bank in the way required by said bank. A request for retrieval of the information is immediately sent to the bank, whereafter Neonomics retrieves the information that you have instructed us to retrieve. Once the information has been retrieved, it is made available to you through Neonomics' Client. The AIS is then completed, unless the Client Service you have requested in its nature entails further calls. In such cases, the agreement between you and the Client will regulate any recurring retrieval of your data. Neonomics will have technical access to your account details for 90 days. Access can be revoked through your bank or by contacting Neonomics.

3.3. Neonomics may be able to automatically update the account information towards the bank(s) during a time period determined by the bank(s), which may vary between cases (usually 90 days). For this to happen, you must provide an explicit consent to Neonomics, and an initial identification of you must have been made towards the bank(s). However, an update of the account information will require a new consent and that you for each update identify yourself towards the bank(s) and accept our Terms over again.

4. PAYMENT INITIATION SERVICE

4.1. Neonomics' PIS enables you to request an initiation of a payment order from any of your online payment accounts at your bank to your own or other's accounts. When you request that we provide PIS you give your explicit consent to us to provide the Service. Maximum amounts may apply in relation to payment orders that are eligible for PIS. These maximum amounts will be the same as the maximum amounts in your bank.

4.2. When using PIS with the Client Service you need to confirm the details of the payment initiation, including 1) the amount, 2) the payment account from which you wish to initiate the payment, and 3) the details of the receiver of the payment ("Payee"), such as an invoice reference number/message, according to the instructions. The Client Service may, depending on the functionality chosen, provide us with information regarding the Payee and the amount. It is your responsibility to ensure the correctness of the instruction.

4.3. When information about the Payee and the Payee account has been filled in, you select the bank you want to initiate the payment order from. To make it easier for you and to ensure that you provide correct information about the account a payment shall be initiated from, we normally provide an AIS whereby we present a list of your available accounts with the selected bank. This procedure is used in such markets and within such Client Services where appropriate conditions exist. The AIS requires that you accept the Terms and conditions for the provision of the Service and that you provide your explicit consent for the provision of the Service (read more about AIS in section 3). If you do not wish to use our

AIS to provide your account information, you can manually input your account number in the designated field in markets and within Services where this is possible.

If you choose to use AIS, you select the account you want to initiate the payment from. By using your Login and Security Credentials towards your bank in the way required by the bank, you request the provision of PIS. To make sure that you have available funds for the payment amount we might also use the AIS to check the balance of the account you have selected to pay or transfer the money from. Where an AIS is performed, you therefore provide your explicit consent to the provision of AIS, and that the information, where applicable, is shared with the Client designated by you.

After these initial steps Neonomics performs PIS and receives information from your bank about whether the payment was initiated or rejected by your bank. As soon as PIS has been executed you and the Client designated by you are provided a summary of the payment initiation. PIS has then been completed.

Within some of the Client Services, usage of PIS also means that an AIS is performed after the PIS is performed, in order to verify that a payment order has been executed successfully.

Where an AIS is performed, you provide your explicit consent to the provision of the AIS, and consent to that the information about an initiated payment, where applicable, is shared with the Client designated by you.

4.4. Some Services may allow you to use PIS to pay a set amount at regular intervals to a beneficiary account (“Recurring payments”). If you wish to do this, you must give your permission to initiate payments from your chosen payment account to a chosen Payee on a regularly scheduled basis. You need to confirm a start date and a frequency for the recurring payment. The option of recurring payments is offered in such markets and within such Client Services where appropriate conditions exist.

4.5. An order to perform a PIS is always considered to be received by Neonomics the same day it has been approved by you. When you have approved a payment initiation it cannot be revoked. For Recurring payments, you can revoke your consent to initiate future payments.

The initiation is performed by Neonomics as soon as you have approved it, which means that your bank receives a payment order. The execution of the actual payment transaction is done by your bank. Please note that this entails that the payment may be executed on another day than the day you approved and confirmed the payment initiation towards Neonomics.

4.6. It is your responsibility to make sure that the information you provide for the performance of the payment initiation is correct, and that you have sufficient funds on the selected payment account. It is Neonomics responsibility to make sure that a payment order is communicated to the bank you have designated.

4.7. The execution of the payment order is done by the bank and is the responsibility of the bank. The time for execution of the payment order is dependent on the specific bank's execution time.

4.8. You shall use the payment instrument in accordance with the terms governing the issue and use of the payment instrument. If you suspect that a payment based on a payment initiation has been executed without your approval or that it has been performed incorrectly, you are responsible for, without undue delay after becoming aware of it, and at the latest within 13 months after the amount is debited to your account, to report it to your bank where your bank account is held according to the bank's instructions.

Your bank has to restore the balance provided that you have informed your bank within due time. If you fail to do so, you may become liable for the entire amount.

This shall not apply if: (a) the loss, theft or misappropriation of a payment instrument was not detectable to you prior to a payment, except where you have acted fraudulently; or (b) the loss was caused by acts or lack of action by the bank or Neonomics.

4.9. You can also be held liable for unauthorized transactions initiated if they were completed because you failed to protect your Login and Security Credentials and/or your technical equipment.

5. FRAMEWORK AGREEMENT

5.1. The Agreement is normally terminated after the Service you requested has been performed. However, when providing Recurring payments, you will approve that the payments are initiated on a regularly scheduled basis.

5.2. By agreeing to the Terms, you give your explicit consent for Recurring payments, to the extent required for the Client Service in question. Based on your consent and to the extent allowed by your bank, Neonomics will provide the Service you have consented to.

5.3. When you consent to Recurring payments, the Service will be provided over time. This differs from the case where you require one-off initiation of a payment. Where you have given your consent to Recurring payments, the Agreement will be in force until you terminate the Agreement. An Agreement that applies until further notice is referred to as "Framework Agreement" in these Terms. Provisions regarding the Agreement term and termination are specified in section 11 below.

6. FEES

6.1. Neonomics provides the Services to you free of charge. Fees imposed by your mobile phone operator or internet provider may apply. Fees imposed by your bank may apply. For Client Services the Client's possible fees, terms and conditions will apply in addition to these terms.

7. YOUR FURTHER RESPONSIBILITIES

7.1. You are responsible for having the right to use the Login and Security Credentials, and for being authorized to request the Services. This also applies to payment accounts that you hold together with someone else or have access to on behalf of someone else.

7.2. You are also responsible for and guarantee that your use of the Services is made in accordance with the Terms and applicable laws and regulations.

7.3. It is your responsibility to keep your Login and Security Credentials protected from unauthorized access, and to protect your technical equipment from unauthorized usage, e.g. with a pin code or your biometrical characteristics (e.g. fingerprint reader).

7.4. You are obliged to immediately inform Neonomics if you suspect or have knowledge about unauthorized usage of the Services or of your technical equipment.

7.5. It is your responsibility that the information you provide in the Services is accurate, up to date and complete, and that the information you provide in the Services does not infringe the rights of anybody else or in any other way violates law or someone else's rights.

7.6. You are not allowed to copy, modify, distribute or publish content provided by Neonomics within the Services or in any other way misuse the Services or use it for any other purpose than they are intended for.

7.7. It is prohibited to try to circumvent the security measures or other limitations of the Services.

7.8. You are responsible for installing and updating anti-malware and security programs on your computer or mobile device. Using a device which is jailbroken, rooted or otherwise has installed software designed to circumvent the mobile device operating system security features is not permissible.

8. AVAILABILITY AND OUR LIABILITY

8.1. The Services are normally always available. However, we cannot guarantee that the Services are free from errors or interruptions. Neonomics has the right to make changes in operating methods, technical specifications etc. and always has the right to shut down the Services for maintenance and similar activities. We aim for all Services to be performed correctly and all information in the Services to be correct and as up to date as possible, but we cannot guarantee the reliability or accuracy of the information presented in the Services. Neonomics cannot be held accountable if the Services are unavailable or if any information or functionality does not work as expected, unless Neonomics is liable under applicable mandatory law.

8.2. The performance of the Services may be dependent on services provided by a third party (e.g. mobile phone operator or internet provider). We are not responsible for such services provided by a third party. Neonomics is also not responsible for the availability of services from your bank.

8.3. Neonomics is not liable for any decisions, financial or other, made by you based on the use of the Service or for services or goods you choose to purchase from independent third parties or Neonomics collaboration partners, including Clients.

8.4. Neonomics is under no circumstances liable towards you or any third party for any direct or indirect losses or damages incurred in connection with the provision of the Services, except if stated in mandatory law.

8.5. Neonomics is not liable for circumstances beyond our control, including but not limited to an interruption or failure of a utility service, pandemic, industrial action, natural disaster, explosion, strike or accident that significantly prevents the fulfilment of the obligation in question.

9. ANTI-MONEY LAUNDERING AND KNOW YOUR CUSTOMER MEASURES

9.1. To secure compliance with applicable anti-money laundering requirements, we may request that you provide us with certain information. By requesting a Service, you undertake to provide all such information as may be deemed necessary for such purposes, and you understand that failure to provide requested information may result in that a requested Service cannot be performed, or have other consequences, depending on the situation.

9.2. Neonomics may monitor your usage of the Services for the purpose of complying with current anti-money laundering requirements. The principles for such monitoring may vary from time to time, and will depend on the circumstances relating to the user, such as transaction patterns etc.

10. VIOLATION OF TERMS ETC.

10.1. Neonomics reserves the right to, at any time, suspend a user from its use of the Service if the user is in breach of these Terms or otherwise uses the Services in a manner that causes or may cause damage to Neonomics or any third party.

10.2. In cases of suspected security risks, or if Neonomics suspects that an initiated payment is unauthorized, we may inform you if it is lawful for us to give such notice. Neonomics also reserves the right to at any time block the Services if there is a risk for non-secure use of the Services, or in case of suspicion of unauthorized use of the Services. The same applies for suspected fraud or other illegal activity.

11. TERM AND TERMINATION

11.1. The respective Service is provided and performed immediately or in as close connection to your request for performance of the Service as possible.

11.2. Provided that you and Neonomics have not entered into a Framework Agreement, the Agreement is automatically terminated after the Service requested by you has been performed.

11.3. If you and Neonomics have entered into a Framework Agreement, the Agreement remains in force for a period of 365 days following the day when the Services was last performed at your request. Notwithstanding the aforesaid, you may at any time terminate the Agreement by contacting us at support@neonomics.io .

11.4. Agreements that are Framework Agreements can also be terminated by Neonomics with a notice period of 2 months.

12. RIGHT OF WITHDRAWAL

In accordance with the European Directive 2011/83 and relevant national legislation, you will lose your right of withdrawal from the use of the Service once the relevant Service(s) has been delivered by Neonomics. If you and Neonomics have entered into a Framework Agreement and you do not wish to use the Service, you have the right to withdraw. The withdrawal is most easily done by revoking your consent to the initiation of future payments. The right of withdrawal will apply to the Agreement itself, not the transactions that have already been carried out in accordance with the Agreement.

13. AMENDMENTS TO THE TERMS

13.1. We reserve the right to, at any time, change the Services, amend the Terms or cease the provision of the Services. If you do not accept the amended Terms, you have the right to at any time terminate the Agreement free of charge. If you continue to use the Services after an amendment of the Terms has come into force, you are deemed to have accepted the amended Terms.

13.2. If the Agreement constitutes a Framework Agreement, the amended Terms will come into force no earlier than 2 months after you have been informed of the amended Terms. If you disagree to the amended Terms, you may at any time terminate the Agreement free of charge.

13.3. Neonomics has the right to amend the Framework Agreement, including Terms, without regard to the 2 months' notice period as set out in section 14.2, if such amendment does not affect your rights as a payment service user, or otherwise poses a significant disadvantage on you. Such amended Terms come into force at the point of time notified by Neonomics. If you disagree to the amended Terms, you may at any time terminate the Agreement in accordance with section 12.

14. PERSONAL DATA

14.1. Neonomics' provision of the Service includes processing of your personal data. Information about how we process your personal data is available in our privacy policy.

15. MISCELLANEOUS

15.1. Neonomics has the right to transfer its rights and obligations under the Agreement. Neonomics also has the right to engage subcontractors for the fulfilment of its obligations.

15.2. The Terms are available on our website, where they can be downloaded. You also have a right to, upon request, receive a copy of these Terms on a durable medium. You are welcome to contact us with your request on support@neonomics.io or through the contact form on neonomics.io/enduser.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. The Agreement and the Terms are governed by and construed in accordance with Norwegian law, without giving effect to conflict of law principles. If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. To the extent that Norwegian law conflicts with laws of your country of residence, Norwegian law shall prevail to the maximum extent possible. Disputes shall be settled by Norwegian courts, unless prohibited by the laws of your country of residence.

17. COMPLAINTS AND SUPERVISION

17.1. If you want to raise a complaint about our Services, please use the secure contact form at neonomics.io/enduser.

17.2. We aim to resolve any complaint within 15 business days from the date we receive the complaint. If we, due to exceptional circumstances, are unable to provide you with a response within 15 business days, we will notify you of this and the reason for it, and we may extend our response period to up to 35 business days.

If you do not receive our final response or you are otherwise dissatisfied with the final response, you may refer your complaint to the local ombudsman in your country and follow the local out of court procedures to register your complaint. If you are a resident in Norway, you can contact Finansklagenemnda to file a complaint at:

Finansklagenemnda
Postboks 53, Skøyen
0212 Oslo

finkn.no, Further information for other markets than Norway can be found on the website of the European consumer financial complaints network at https://ec.europa.eu/info/business-economy-euro/banking-and-finance/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-service-provider-another-eea-country_en.

17.3. Neonomics is licensed as a payment institution and is supervised by the Norwegian Financial Supervisory Authority (Finanstilsynet). You can find Neonomics AS in the company register kept by Finanstilsynet, www.finanstilsynet.no. This can also be verified by contacting:

Finanstilsynet
Postboks 1187 Sentrum
0107 Oslo
Tlf: 22 93 98 00
Email: post@finansstilsynet.no

18. CONTACT INFORMATION

18.1. You can always contact us as follows:

Neonomics AS
Torgata 15
0181 Oslo, Norway
Tel: +47 37 71 51 23
neonomics.io/enduser
E-mail: support@neonomics.io